



CITY OF SANTA FE SPRINGS
REGULAR MEETINGS OF THE HOUSING SUCCESSOR,
SUCCESSOR AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, NOVEMBER 7, 2023
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

Juanita Martin, Mayor
Jay Sarno, Mayor Pro Tem
Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Ivy M. Tsai

CITY STAFF

Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Planning
Director of Police Services
Director of Public Works
City Clerk

Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Wayne Morrell
Dino Torres
James Enriquez
Janet Martinez

NOTICES

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdkQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

CALL TO ORDER

ROLL CALL

INVOCATION

VETERANS DAY CEREMONY

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. DIA DE LOS MUERTOS EVENT RECAP (COMMUNITY SERVICES)
2. HALLOWEEN CARNIVAL EVENT RECAP (COMMUNITY SERVICES)
3. FIESTAS DE OCTUBRE EVENT RECAP (COMMUNITY SERVICES)

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS

CITY COUNCIL

4. **ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET, AND JOHN STREET – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a Contract to BKF Engineers of Newport Beach, California for the Design of Commercial Street Improvements of Springdale Avenue, Wakeman Street and John Street in the amount of \$131,260.00; and
 - 2) Authorize the Director of Public Works to execute the contract (Task Order No. 2) for on-call professional engineering services with BKF Engineering; and
 - 3) Take such additional, related, action that may be desirable.
5. **ESTABLISH AN AD-HOC COMMITTEE TO STUDY A POTENTIAL PARCEL TAX ON THE NOVEMBER 2024 ELECTION AND APPOINT TWO (2) COUNCILMEMBERS TO SERVE ON THE COMMITTEE (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the establishment of an ad-hoc committee to study a potential parcel tax for the November 2024 election; and
 - 2) Appoint two (2) Councilmembers to serve on the ad-hoc committee.
6. **SOFTWARE AGREEMENT WITH KRONOS SAASHR, INC., (A UKG COMPANY) FOR A WORKFORCE MANAGEMENT AND PAYROLL SOLUTION (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Incorporate Workforce Management and Payroll System implementation as a CIP within the current Fiscal Year (FY) 2023-24 CIP Program;
- 2) Authorize the City Manager to execute a Software as a Service (SaaS) Agreement with UKG Company (UKG) for a Workforce Management and Payroll Solution for FY 2023-24;
- 3) Authorize the City Manager to execute four optional one-year amendments for FY 2024-25 through 2027-28;
- 4) Appropriate \$60,000 from the FY 2023-24 General Fund reserve to project FA24002 for the Workforce Management and Payroll Solution.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

HOUSING SUCCESSOR

7. **MINUTES OF THE OCTOBER 3, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

8. MINUTES OF THE OCTOBER 3, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

9. MINUTES OF THE OCTOBER 3, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

10. RESCHEDULING THE JANUARY 2024 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Reschedule the January 2, 2024 and January 16, 2024 City Council Meetings to January 11, 2024 (Thursday) and January 23, 2024 (Tuesday) respectively.

11. RESOLUTION NO. 9888 – SB-1205 ANNUAL INSPECTION OF CERTAIN PROPERTIES (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

12. APPROVAL OF COST SHARING AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD (TMDL) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Cost Sharing Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for

administration and installation of monitoring equipment and ongoing monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL); and

- 2) Authorize the Mayor to execute the agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

13. BUILDING PLAN CHECK AND INSPECTION SERVICES – AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSAL (RFP) (PLANNING)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the Director of Planning to advertise a Request for Proposal for Building Plan Check and Inspection Services; and
- 2) Take such additional, related, action that may be desirable.

14. AMENDMENT OF CHAPTER 34 OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING – SECOND READING OF ORDINANCE NO. 1133 (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING.
- 2) Take such additional, related, action that may be desirable.

15. PACKARD STAY AND PLAY GRANT PAYMENT ACCEPTANCE FOR SANTA FE SPRINGS (SFS) CITY LIBRARY (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve and authorize the Director of Community Services to request and accept payment of Packard Stay & Play grant funds for the SFS City Library, issued by the Califa Group.

16. TREASURER’S REPORT OF INVESTMENTS FOR THE QUARTER ENDED SEPTEMBER 30, 2023 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the report.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



Fernando N. Muñoz, CMC, Deputy City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET, AND JOHN STREET – AWARD OF CONTRACT

DATE: November 7, 2023

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a Contract to BKF Engineers of Newport Beach, California for the Design of Commercial Street Improvements of Springdale Avenue, Wakeman Street and John Street in the amount of \$131,260.00; and
- 2) Authorize the Director of Public Works to execute the contract (Task Order No. 2) for on-call professional engineering services with BKF Engineering; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Commercial Street Improvements of Springdale Avenue (PW220106) with a budget of \$540,000, Wakeman Street (PW220501) with a budget of \$300,000, and John Street (PW220105) with a budget of \$630,000 are approved projects in the Capital Improvement Plan program. The projects are funded through the Utility Users Tax (UUT) Funds as part of the Capital Improvement Plan. Each project has adequate funding for its respective design fee and no additional appropriations are necessary at this time.

BACKGROUND

On September 11, 2023, the Public Works Engineering staff solicited a Request for Quotes (RFQ) from the approved on-call list of qualified engineering firms (consultants) to provide professional engineering services for the design of the Commercial Street

On-Call Professional Engineering Services for the Design of Commercial Street Improvements for Springdale Avenue, Wakeman Street, and John Street – Award of Contract

Page 2 of 3

Improvements on Springdale Avenue, Wakeman Street and John Street. The recommended consultant will be responsible for preparing the project plans, specifications and engineering estimates. The three projects encompass the street segments shown in the Location Maps in Exhibits 1, 2, and 3 (Attachment A). All projects consist of the removal of existing asphalt concrete pavement, and the placement of new asphalt pavement sections. The sections shall be determined during the design phase. The new paving section will support the heavy repetitive loads and increase pavement service life. Additionally, the projects include the removal and replacement of curb & gutter, sidewalks, curb ramps, and driveways, as needed.

The City received a total of five (5) RFQ responses from the following on-call engineering consulting firms: 1) BKF Engineers; 2) CivilTec, Inc.; 3) JMDiaz, Inc.; 4) NV5, Inc.; and 5) Onward Engineering.

ANALYSIS

An evaluation team, consisting of Engineering staff, evaluated the proposals based on the criteria prescribed in the RFQ. A summary of the rankings is listed below. Based on the team's evaluation, an award of a contract to BKF Engineers is recommended. BKF Engineers will design the three street segments of Springdale Avenue, Wakeman Street, and John Street.

Summary Company Ranking

1. BKF Engineers
2. JMDiaz, Inc.
3. Onward Engineering
4. NV5, Inc.
5. CivilTec, Inc.

Following the ranking of the proposals, staff negotiated the fee with the highest ranking firm, BKF Engineers. The negotiated fee is an amount not-to-exceed \$131,260.

The services will be contracted via Task Order No. 2 (Attachment B) in accordance with BKF's proposal (Attachment C) dated October 10, 2023.

The recommended contract award is in compliance with State and Federal regulations regarding the qualification-based selection of professional firms providing architectural and engineering services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes require that public agencies use a Qualifications-Based Selection (QBS) method to contract for professional services. This method requires that such services be engaged on the basis of demonstrated

On-Call Professional Engineering Services for the Design of Commercial Street Improvements for Springdale Avenue, Wakeman Street, and John Street – Award of Contract

Page 3 of 3

competence and qualifications for the types of services to be performed and at a fair and reasonable price, strictly prohibiting selection based on price.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with BKF Engineers on the delivery of the design for the project. Staff anticipates the construction of these street improvements in the summer of 2024.

ATTACHMENTS:

- A. Attachment A – Location Maps
- B. Attachment B – Task Order No. 2
- C. Attachment C – BKF Engineers Proposal

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

EXHIBIT 1 - SPRINGDALE AV (FLORENCE AV TO CLARK ST)

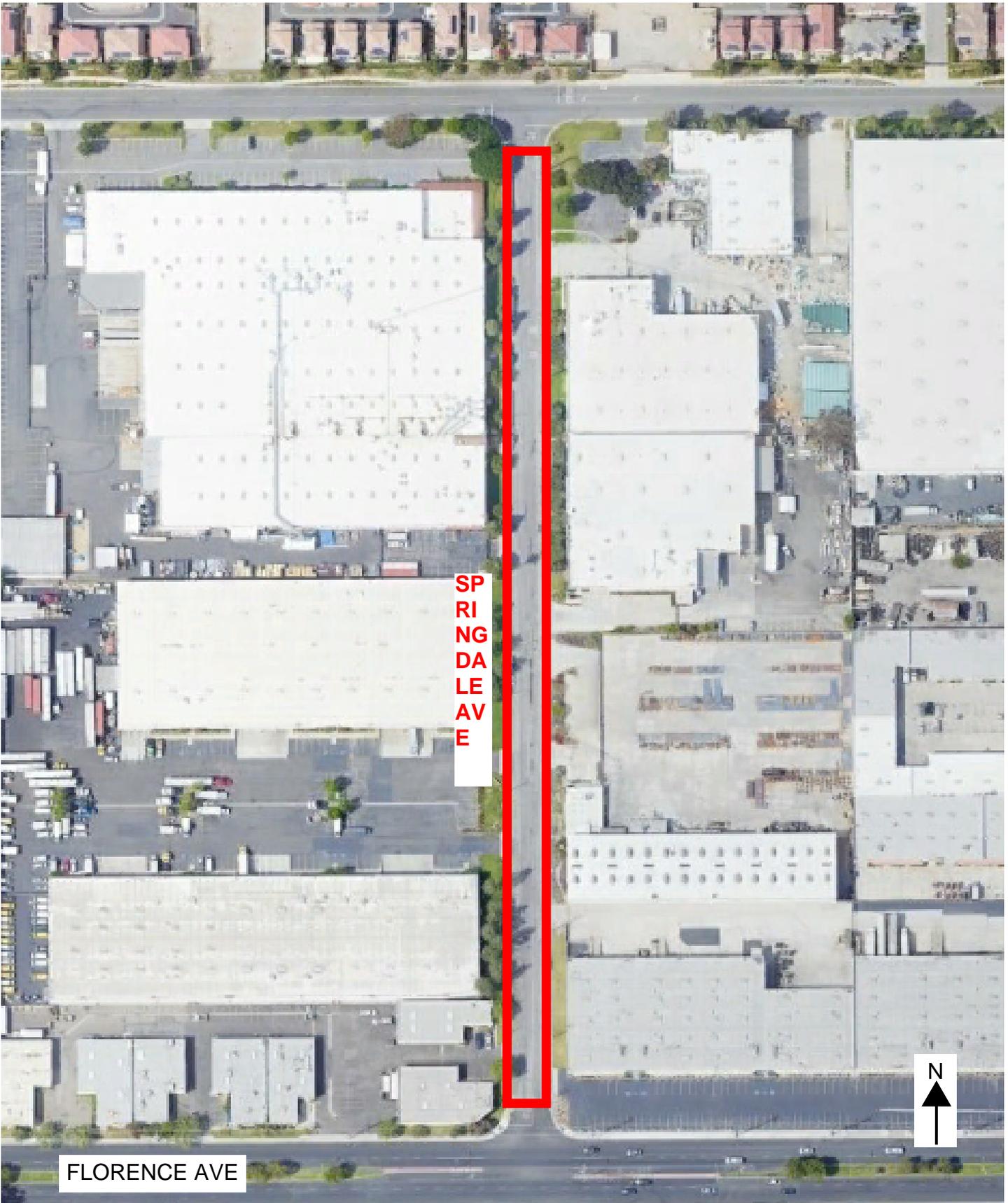


EXHIBIT 2 - WAKEMAN ST (SORENSEN AVE TO CUL-DE-SAC)

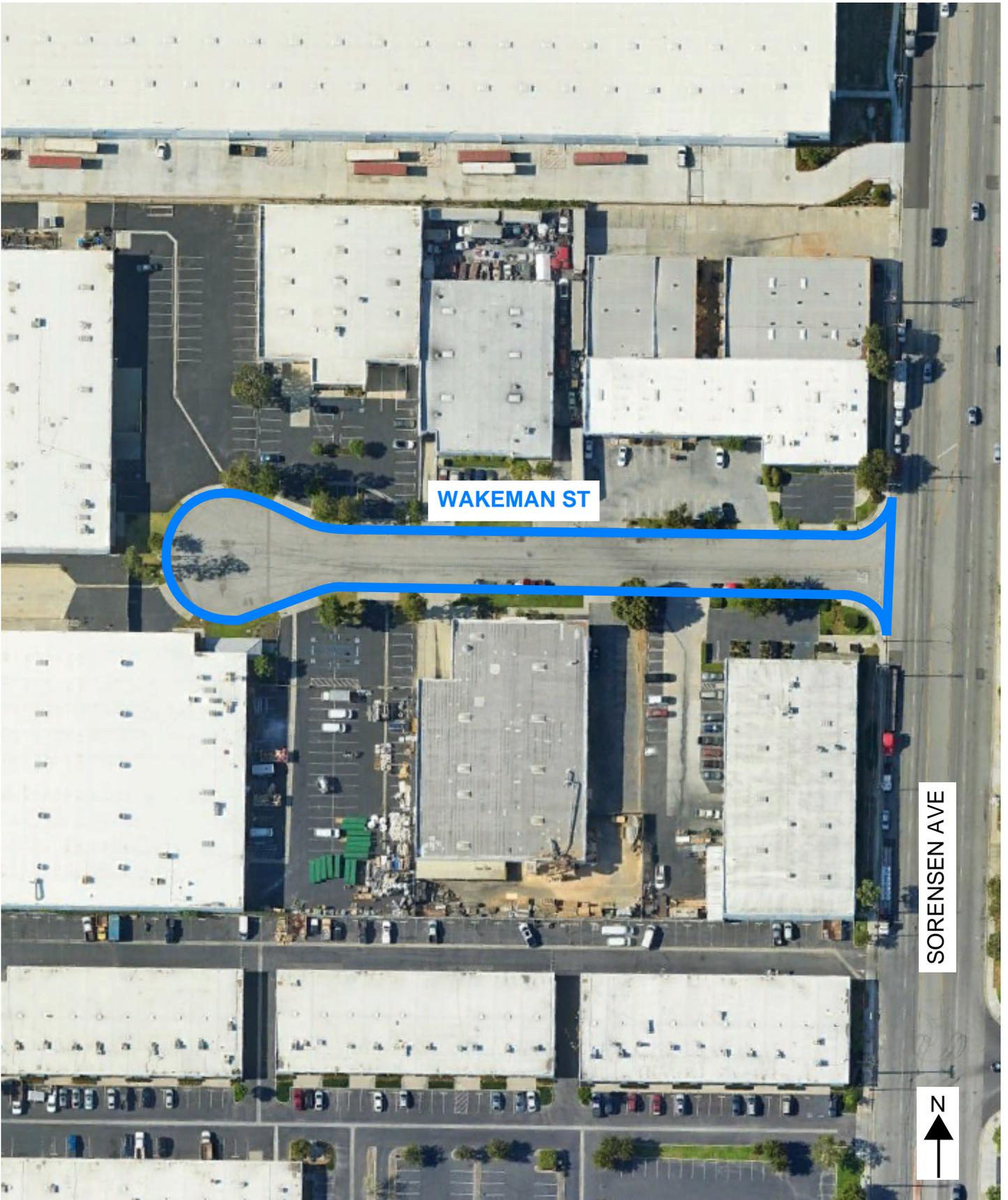
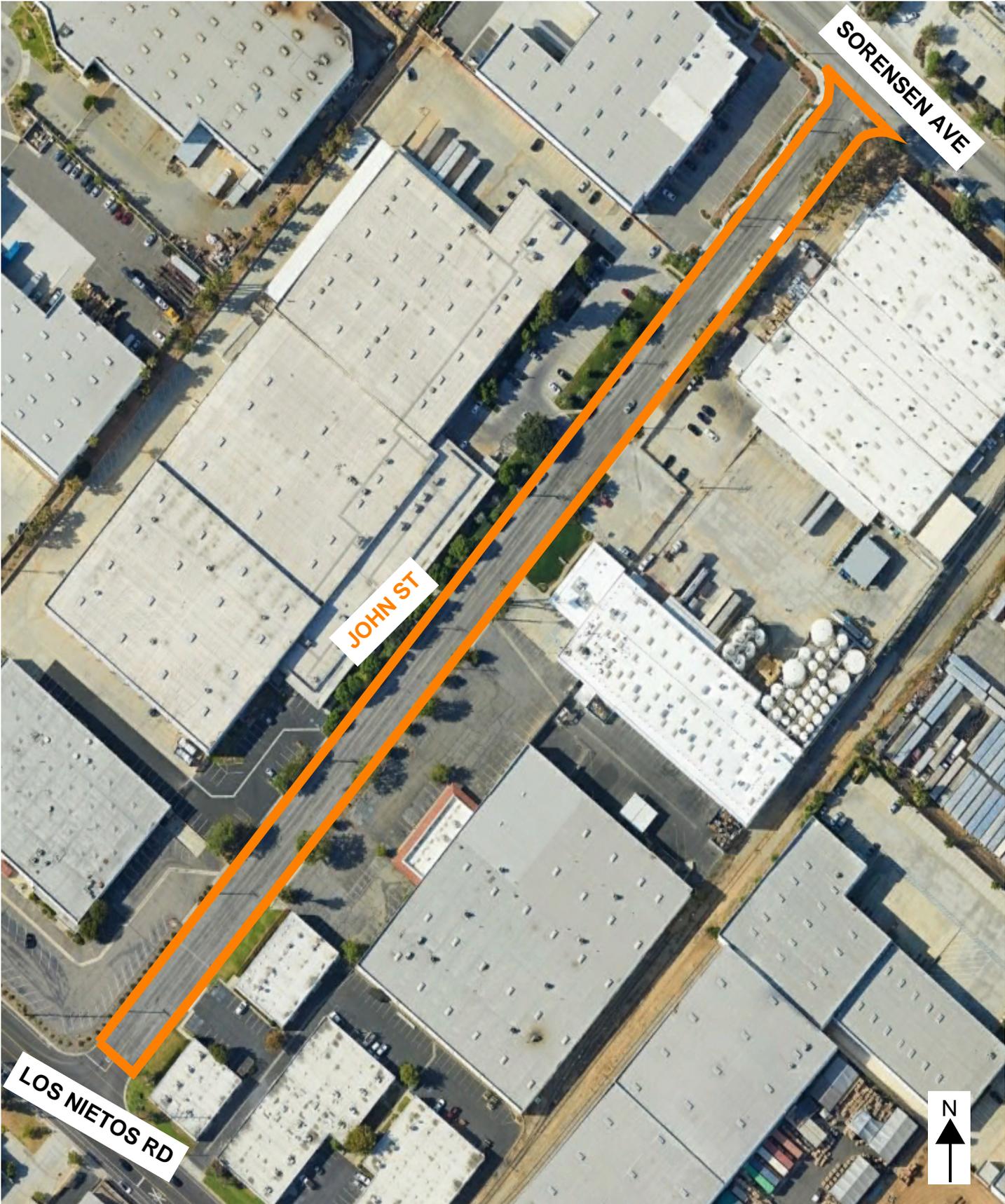


EXHIBIT 3 - JOHN ST (LOS NIETOS RD TO SORENSEN AVE)



**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 2**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and BKF Engineers (CONSULTANT), Task Order No. 2 – Design of Commercial Street Improvements for Springdale Avenue, Wakeman Street, and John Street.

CITY OF SANTA FE SPRINGS:

Authorized Representative: James Enriquez, P.E., Director of Public Works
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

BKF ENGINEERS:

Authorized Representative: Chris Rideout, Principal in Charge
Address: 4675 MacArthur Court, Suite 400
Newport Beach, CA 92660
Telephone No.: (949) 526-8562

The CITY of Santa Fe Springs desires Design Services for the design of Commercial Street Improvements for Springdale Avenue, Wakeman Street, and John Street.

The following is the scope of work, schedule, and fee:

SERVICES/SCOPE OF WORK:

The Consultant will be responsible for preparing the project’s plans, specifications, and engineering estimate, including, but not limited, to the requested items listed in the RFQ titled “On-Call Professional Engineering Services Street Improvements Design for Springdale Avenue, Wakeman Street, and John Street” with a due date of September 28, 2023.

The project consists of the removal of existing asphalt concrete pavement and the placement of new asphalt concrete pavement. The structural street section will be determined in design after sample cores have been taken and analyzed. Additionally, the project includes the removal and replacement of curb & gutter, sidewalks, curb ramps, and driveways, as needed.

APPROXIMATE DESIGN SCHEDULE:

Kick-off Meeting & Notice to Proceed	November 20, 2023
Submit 75% Design	February 5, 2024
Submit 90% Design	April 1, 2024
Submit 100% Design, Plans & Specifications	May 6, 2024
PSE Complete with City approval	June 3, 2024
Authorization to Advertise Project – City Council Meeting	June 18, 2024

ATTACHMENT B

FEE:

The design of Commercial Street Improvement Shoemaker Ave will be based on a not-to-exceed fee of \$131,260.00 in accordance with the proposal and quote dated October 10, 2023.

ACCEPTANCE of the terms of Task Order No. 2 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
BKF ENGINEERS

James Enriquez, P.E.,
Director of Public Works

Chris Rideout, P.E.,
Principal in Charge

Date

Date



CITY OF SANTA FE SPRINGS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

Street Improvements Design for
Springdale Av Wakeman St JohnSt

REQUEST FOR QUOTE

OCTOBER 10, 2023



REQUEST FOR QUOTE

October 10, 2023

Mr. Jose Larios, Associate Civil Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

SUBJECT: ON-CALL PROFESSIONAL ENGINEERING SERVICES STREET IMPROVEMENTS DESIGN FOR SPRINGDALE AVE, WAKEMAN ST & JOHN ST REQUEST FOR QUOTE

Dear Mr. Larios,

BKF Engineers (BKF) are both excited and appreciative for the opportunity to submit our proposal for the for civil engineering and land surveying services regarding the street improvements located in the City of Santa Fe Springs (SFS). To arrive at the estimated effort required by our office for this project we conducted a site visit and have summarized our proposed assumptions, and associated fee based on our project understanding below.

PROJECT UNDERSTANDING + APPROACH

This proposal outlines BKF Engineers' comprehensive plan to rehabilitate the pavement along Springdale Ave, Wakeman Street, and John Street in the City of Santa Fe. The project aims to address the deteriorating condition of the road surfaces and enhance accessibility for the local community and businesses. BKF Engineers is welcomes the opportunity to provide civil engineering and surveying services to fulfill the pavement rehabilitation needs on all three segments. We anticipate that all required work will be conducted within the City's existing right-of-way, eliminating the need for easement.

PROJECT SCOPE

PAVEMENT REHABILITATION: The first priority is the rehabilitation of Shoemaker Ave, spanning approximately 1000 feet from Los Nietos Road to the cul-de-sac. This stretch of road serves as crucial access to several industrial businesses along the street. Similarly, the segment along Broadway Ave, approximately 550 feet south of the intersection with Washington Blvd, requires rehabilitation. Please note that the project excludes any areas north of the cross-gutter in the eastbound direction of the Broadway and Washington intersection. Both segments exhibit significant signs of pavement distress, which will be effectively addressed through our proposed solutions.

ADA RAMPS: ADA Curb Ramps: To improve accessibility, our proposal includes the installation of ADA-compliant curb ramps at various locations. Existing ramps will be field surveyed for compliance. For the Springdale segment, the intersection of Springdale/Clark currently has no curb ramps while the intersection at Florence Ave had what appears to be compliant ramps (to be confirmed in the field). For the Wakeman segment, the curb ramps at the intersection with Sorensen Ave appear to be compliance, but may need to be reconstructed to eliminate standing water along the back of the ramp. For John Street, the only new curb ramp is anticipated to be the northeast corner of John St/Sorensen Ave.

CONCRETE FLATWORK REPLACEMENT: BKF Engineers will conduct a site walk with City representatives to identify areas of concern, such as curb & gutter, sidewalk, driveways, and other hardscape facilities that require removal and replacement. While our plans will only indicate the location and type of facility, we will collaborate closely with the City to determine the necessary construction details for these concrete replacements.

ROUGH ORDER OF MAGNITUDE (ROM) ANALYSIS: To ensure a realistic budget for construction and facilitate decision-making, BKF will perform a Rough Order of Magnitude (ROM) analysis. This analysis will assist the City in selecting the most suitable pavement rehabilitation and concrete flatwork replacement options for inclusion in the project. The final determination will be made by the City before BKF proceeds with the development of the construction documents..

REQUEST FOR QUOTE

PROJECT ALTERNATIVE: As part of this proposal, BKF Engineers suggests a modification to the project scope. Considering our assumption that all work will be confined to the City's right of way, we propose eliminating the need for a resolved boundary survey. Instead, we recommend obtaining right of way information through GIS, which will reduce the cost of surveying services. This will be our cost basis. We will provide an optional cost if the City would like to conduct a boundary survey and ultimately a Record of Survey.

SCOPE ASSUMPTIONS

BKF has thoroughly reviewed the scope of work outlined in the Request for Quote (RFQ) and is fully equipped to handle the tasks as detailed. Any additional requirements beyond the RFQ's scope, not mentioned in this proposal, will be considered as additional work. Should such circumstances arise, a change order will be required to proceed accordingly.

BASE SCOPE OF WORK

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

STREET IMPROVEMENT DESIGN FOR SPRINGDALE AVENUE

TASK	DESCRIPTION	FEE
1	Project Management	\$2,892
2	Data Collections	\$4,048
3	Surveying Services	\$15,101
4	Geotechnical Services	\$7,000
5	Engineering Design and Plans, Specifications & Estimates	\$18,934
6	Reimbursables	\$400
PROJECT TOTAL LABOR FEE		\$48,375

STREET IMPROVEMENT DESIGN FOR WAKEMAN STREET

TASK	DESCRIPTION	FEE
1	Project Management	\$2,068
2	Data Collections	\$2,751
3	Surveying Services	\$8,069
4	Geotechnical Services	\$7,000
5	Engineering Design and Plans, Specifications & Estimates	\$9,946
6	Reimbursables	\$400
PROJECT TOTAL LABOR FEE		\$30,234

STREET IMPROVEMENT DESIGN FOR JOHN STREET

TASK	DESCRIPTION	FEE
1	Project Management	\$2,892
2	Data Collections	\$4,615
3	Surveying Services	\$16,031
4	Geotechnical Services	\$7,000
5	Engineering Design and Plans, Specifications & Estimates	\$21,713
6	Reimbursables	\$ 400
PROJECT TOTAL LABOR FEE		\$52,651



REQUEST FOR QUOTE

Our fee proposal for preparation of one set of PS&E with all three streets is \$131,260. Thank you for your consideration. I am available to expand on any portion of our proposal submitted and look forward to assisting the City of Santa Fe Springs on this project. Please contact me direct at (949) 526-8462 or email crideout@bkf.com if you have any questions.

Sincerely,

BKF ENGINEERS

Chris Rideout, PE
Principal/Vice President

BKF Engineers

Delivering Inspired Infrastructure for over 100 years

Since 1915, BKF Engineers has built a reputation on the ability to plan, design, survey, and successfully implement complex projects. We draw upon and utilize our experience guiding projects from the inception and feasibility stages through construction to develop designs that identify physical constraints, potential risks, and value engineering alternatives; resulting in projects that exceed expectations.

Through our network of 15 offices in California, BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, architects, contractors, school districts, and corporations.

BKF's decades of engineering, surveying, and planning have produced some of the most recognized projects in California. By combining our years of experience in diverse markets with new, innovative approaches to problem solving, we have grown to more than 450 experienced staff.

450+
Employees

Founded in
1915

16
West Coast
Offices

CA
Corporation

BKF RELEVANT SIMILAR PROJECT EXPERIENCE

- Lakeland Road Street Improvements
- North Residential Street Pavement Improvements
- Bartley Avenue Street Improvements
- Harvard/Michelson Intersection Improvements
- Jamboree/Main Intersection Enhancements
- Jamboree/Barranca Intersection Improvements
- Jeffrey/Walnut Intersection Improvements
- Trabuco/Remington Traffic Signal Project
- Lakewood/Florence Intersection Improvements
- Downey Five Parks Projects
- San Gabriel River & Wilderness Park Restoration
- Firestone Boulevard Bridge Replacement
- Altura Pavement Rehabilitation Project
- Rosecrans Pavement Rehabilitation Project
- Atlanta Avenue, HCD Permitting
- Atlantic Boulevard Corridor Improvements Project
- Bonnywood Closure Project
- Foster Road Side Panel Project
- Foster Road Rehabilitation (from Studebaker to Pioneer)
- Herndon Ave. Widening Between Polk & Milburn Ave.
- Herndon Avenue Widening
- South Gate Residential Resurfacing Phase I & II





BOBBY LIN, PE

CIVIL/TRANSPORTATION PROJECT MANAGER

Bobby brings more than 12 years of experience delivering public works engineering and transportation design projects. His expertise includes civil transportation design for roadway, intersection improvement and enhancements, mobility and connectivity projects, widenings, and safety improvement projects. His ability to effectively communicate and manage projects and coordinate with stakeholders is keen. In addition to working with public and government agencies, he has also worked with municipality projects under Caltrans guidelines. Bobby will work alongside the Project Manager to ensure project deliverables are met.

EDUCATION

B.S., Civil Engineering;
University of California,
Irvine

REGISTRATIONS

Registered Professional
Engineer, CA, No. 85563

**TOTAL YEARS
EXPERIENCE**

12 years, 3 with BKF

SELECT PROJECT EXPERIENCE

Chino Hills Parkway Pavement Rehabilitation

Chino, CA

South Gate Pavement Rehabilitation Phase I & II

South Gate, CA

Lakewood/Florence Intersection Improvements

Downey, CA

Pico Rivera Regional Bikeway Project

Pico Rivera, CA

Yorba Linda/Imperial Highway Intersection Improvement

Yorba Linda, CA

**PROJECT TEAM +
ORGANIZATIONAL CHART**



PROJECT MANAGEMENT TEAM

Chris Rideout, PE
Principal in Charge

BKF ENGINEERS

Sheila Amparo, PE, QSD/P
QA/QC Manager

BKF ENGINEERS

Bobby Lin, PE
Project Manager

BKF ENGINEERS

CIVIL + SURVEYING SERVICES

CIVIL+ROADWAY

Hooman Jalaie, EIT
Engineering Manager

BKF ENGINEERS

Kevin Wakayama, EIT
Project Engineer

BKF ENGINEERS

SURVEY

Nate Parker, PLS
Project Surveyor

BKF ENGINEERS

Sharon Weitzel, LSIT &
Robert Berg
2-man Survey Crew

BKF ENGINEERS

GEOTECHNICAL

Jelisa Thomas, PE, GE
Geotechnical
Project Manager

GEOCON





CITY OF SANTA FE SPRINGS																					
STREET IMPROVEMENT DESIGN FOR SPRINGDALE AVENUE																					
TASK NO.	Work Task or Item DESCRIPTION	BKF ENGINEERS																GEOCON		TOTAL HOURS	TOTAL FEE
		PRINCIPAL		ASSOCIATE		PROJECT MANAGER		ENGINEERING MANAGER		PROJECT ENGINEER / PROJECT SURVEYOR		DESIGN ENGINEER/STAFF SURVEYOR		PROJECT ASSISTANT		2 - MAN SURVEY CREW		TOTAL HOURS	TOTAL FEE		
		\$251		\$225		\$215		\$198		\$161		\$141		\$87		\$303					
HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST				
1.0	Project Management																				
1.1	Project Management/ Meetings/ Progress Reports/Proejct Controls	1	\$251	1	\$225	8	\$1,720		\$0		\$0		\$0	8	\$696				18	\$2,892	
2.0	Data Collections																				
2.1	Gather/Research Existing Information		\$0		\$0	1	\$215		\$0		\$0		\$0	1	\$87				2	\$302	
2.3	Utility Coordination/Research		\$0		\$0	1	\$215	1	\$198	2	\$322		\$0	10	\$870				14	\$1,605	
2.4	Utility Base Mapping		\$0		\$0	1	\$215	2	\$396	6	\$966	4	\$564		\$0				13	\$2,141	
3.0	Surveying Services																				
3.1	Survey Control & Monument Locations		\$0		\$0	2	\$430		\$0	2	\$322	4	\$564		\$0	6	\$1,818		8	\$3,134	
3.2	Supplemental Topo		\$0		\$0	4	\$860		\$0		\$0	16	\$2,256		\$0	18	\$5,454		20	\$8,570	
3.3	Right of Way Mapping		\$0		\$0	1	\$215		\$0	4	\$644	18	\$2,538		\$0				23	\$3,397	
3.4	Centerline - Record of Survey (NOT INCLUDED)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		0	\$0	
4.0	Geotechnical Services																				
3.1	Prefield Activities																			\$700	
3.2	Field Activities																			\$4,300	
3.3	Laboratory Testing																			\$1,200	
3.3	Engineering Analysis & Reporting																			\$800	
5.0	Engineering Design and Plans, Specifications, and Estimates																				
3.1	ROM Analysis		\$0	1	\$225	2	\$430	2	\$396	4	\$644	10	\$1,410		\$0				19	\$3,105	
3.1	75% Plans and Estimates Submittal		\$0	1	\$225	2	\$430	4	\$792	12	\$1,932	32	\$4,512		\$0				51	\$7,891	
3.2	90% PS&E Submittal		\$0		\$0	2	\$430	4	\$792	10	\$1,610	16	\$2,256		\$0				32	\$5,088	
3.3	100% PS&E Submittal		\$0	1	\$225	1	\$215	2	\$396	2	\$322	12	\$1,692		\$0				18	\$2,850	
	AERIAL IMAGERY																			\$200	
	REIMBURSABLES (Does not include ROS Recordation Fees)																			\$200	
	Total Budget:	1	\$251	4	\$900	25	\$5,375	15	\$2,970	42	\$6,762	112	\$15,792	19	\$1,653	24	\$7,272		\$7,000	218	\$48,375
OPTIONAL ITEMS																					
	TITLE REPORTS (if needed)																			\$7,000	
	Centerline -Record of Survey (if needed)																			\$6,806	
	Record of Survey County Recording Fee (Estimate Only)																			\$2,000	



CITY OF SANTA FE SPRINGS																					
STREET IMPROVEMENT DESIGN FOR JOHN STREET																					
TASK NO.	Work Task or Item DESCRIPTION	BKF ENGINEERS														GEOCON		TOTAL HOURS	TOTAL FEE		
		PRINCIPAL		ASSOCIATE		PROJECT MANAGER		ENGINEERING MANAGER		PROJECT ENGINEER / PROJECT SURVEYOR		DESIGN ENGINEER/STAFF SURVEYOR		PROJECT ASSISTANT		2 - MAN SURVEY CREW				TOTAL HOURS	TOTAL FEE
		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST				
1.0	Project Management																				
1.1	Project Management/ Meetings/ Progress Reports/Proejct Controls	1	\$251	1	\$225	8	\$1,720		\$0		\$0		\$0	8	\$696					18	\$2,892
2.0	Data Collections																				
2.1	Gather/Research Existing Information		\$0		\$0	1	\$215		\$0		\$0		\$0	2	\$174					3	\$389
2.3	Utility Coordination/Research		\$0		\$0	1	\$215	2	\$396	2	\$322		\$0	10	\$870					15	\$1,803
2.4	Utility Base Mapping		\$0		\$0	1	\$215	2	\$396	6	\$966	6	\$846		\$0					15	\$2,423
3.0	Surveying Services																				
3.1	Survey Control & Monument Locations		\$0		\$0	2	\$430		\$0	2	\$322	4	\$564		\$0	6	\$1,818			8	\$3,134
3.2	Supplemental Topo		\$0		\$0	4	\$860		\$0		\$0	16	\$2,256		\$0	22	\$6,666			20	\$9,782
3.3	Right of Way Mapping		\$0		\$0	1	\$215		\$0	4	\$644	16	\$2,256		\$0					21	\$3,115
3.4	Centerline - Record of Survey (NOT INCLUDED)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0			0	\$0
4.0	Geotechnical Services																				
3.1	Prefield Activities																		\$700		\$700
3.2	Field Activities																		\$4,300		\$4,300
3.3	Laboratory Testing																		\$1,200		\$1,200
3.3	Engineering Analysis & Reporting																		\$800		\$800
5.0	Engineering Design and Plans, Specifications, and Estimates																				
3.1	ROM Analysis		\$0	1	\$225	2	\$430	2	\$396	4	\$644	12	\$1,692		\$0					21	\$3,387
3.1	75% Plans and Estimates Submittal		\$0	1	\$225	4	\$860	4	\$792	16	\$2,576	32	\$4,512		\$0					57	\$8,965
3.2	90% PS&E Submittal		\$0		\$0	2	\$430	4	\$792	12	\$1,932	20	\$2,820		\$0					38	\$5,974
3.3	100% PS&E Submittal		\$0	1	\$225	2	\$430	2	\$396	4	\$644	12	\$1,692		\$0					21	\$3,387
	AERIAL IMAGERY																				\$200
	REIMBURSABLES (Does not include ROS Recordation Fees)																				\$200
	Total Budget:	1	\$251	4	\$900	28	\$6,020	16	\$3,168	50	\$8,050	118	\$16,638	20	\$1,740	28	\$8,484		\$7,000	237	\$52,651
OPTIONAL ITEMS																					
	TITLE REPORTS (if needed)																				\$7,000
	Centerline -Record of Survey (if needed)																				\$6,806
	Record of Survey County Recording Fee (Estimate Only)																				\$2,000



CITY OF SANTA FE SPRINGS																					
STREET IMPROVEMENT DESIGN FOR WAKEMAN STREET																					
BKF ENGINEERS																	GEOCON				
TASK NO.	Work Task or Item DESCRIPTION	PRINCIPAL		ASSOCIATE		PROJECT MANAGER		ENGINEERING MANAGER		PROJECT ENGINEER / PROJECT SURVEYOR		DESIGN ENGINEER/STAFF SURVEYOR		PROJECT ASSISTANT		2 - MAN SURVEY CREW		TOTAL HOURS	TOTAL FEE		
		\$251		\$225		\$215		\$198		\$161		\$141		\$87		\$303					
		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST				
1.0	Project Management																				
1.1	Project Management/ Meetings/ Progress Reports/Proejct Controls		\$0		\$0	8	\$1,720		\$0		\$0		\$0	4	\$348				12	\$2,068	
2.0	Data Collections																				
2.1	Gather/Research Existing Information		\$0		\$0	1	\$215		\$0		\$0		\$0	1	\$87				2	\$302	
2.3	Utility Coordination/Research		\$0		\$0		\$0	1	\$198	2	\$322		\$0	4	\$348				7	\$868	
2.4	Utility Base Mapping		\$0		\$0	1	\$215	1	\$198	2	\$322	6	\$846		\$0				10	\$1,581	
3.0	Surveying Services																				
3.1	Survey Control & Monument Locations		\$0		\$0	1	\$215		\$0	2	\$322	4	\$564		\$0	6	\$1,818		7	\$2,919	
3.2	Supplemental Topo		\$0		\$0	1	\$215		\$0		\$0	8	\$1,128		\$0	8	\$2,424		9	\$3,767	
3.3	Right of Way Mapping		\$0		\$0	1	\$215		\$0	2	\$322	6	\$846		\$0				9	\$1,383	
3.4	Centerline - Record of Survey (NOT INCLUDED)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		0	\$0	
4.0	Geotechnical Services																				
3.1	Prefield Activities																			\$700	\$700
3.2	Field Activities																			\$4,300	\$4,300
3.3	Laboratory Testing																			\$1,200	\$1,200
3.3	Engineering Analysis & Reporting																			\$800	\$800
5.0	Engineering Design and Plans, Specifications, and Estimates																				
3.1	ROM Analysis		\$0		\$0	2	\$430	1	\$198	1	\$161	2	\$282		\$0				6	\$1,071	
3.1	75% Plans and Estimates Submittal		\$0		\$0	2	\$430	2	\$396	6	\$966	16	\$2,256		\$0				26	\$4,048	
3.2	90% PS&E Submittal		\$0		\$0	2	\$430	1	\$198	4	\$644	12	\$1,692		\$0				19	\$2,964	
3.3	100% PS&E Submittal		\$0		\$0	1	\$215	1	\$198	2	\$322	8	\$1,128		\$0				12	\$1,863	
	AERIAL IMAGERY																				\$200
	REIMBURSABLES (Does not include ROS Recordation Fees)																				\$200
	Total Budget:	0	\$0	0	\$0	20	\$4,300	7	\$1,386	21	\$3,381	62	\$8,742	9	\$783	14	\$4,242		\$7,000	119	\$30,234

OPTIONAL ITEMS																					
	TITLE REPORTS (if needed)																				\$7,000
	Centerline - Record of Survey (if needed)																				\$6,806
	Record of Survey County Recording Fee (Estimate Only)																				\$2,000



CONTACT

CHRIS RIDEOUT, PE

Principal in Charge

(949) 526-8462

crideout@bkf.com





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, CMC, Deputy City Clerk

SUBJECT: ESTABLISH AN AD-HOC COMMITTEE TO STUDY A POTENTIAL PARCEL TAX ON THE NOVEMBER 2024 ELECTION AND APPOINT TWO (2) COUNCILMEMBERS TO SERVE ON THE COMMITTEE

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the establishment of an ad-hoc committee to study a potential parcel tax for the November 2024 election; and
- 2) Appoint two (2) Councilmembers to serve on the ad-hoc committee.

FISCAL IMPACT

N/A

BACKGROUND

The financial stability of our City is increasingly under pressure due to various factors, including rising operational costs, increased demands for essential services, and potential revenue shortfalls. A parcel tax, if well-structured and adequately communicated to the public, could play a vital role in securing the necessary resources for our community's well-being and future growth.

It is recommended that the City Council establish an ad-hoc committee with a specific focus on studying the feasibility of a parcel tax for the November 2024 election. The committee's primary responsibilities would include:

- Identifying key areas where additional funding is needed.
- Conducting research on parcel taxes in other municipalities to determine best practices.
- Engaging with community stakeholders and residents to gather their input and address concerns.
- Drafting a comprehensive proposal for a potential parcel tax, including proposed rates, exemptions, and a spending plan.
- Developing an outreach and communication strategy to ensure the public is well-informed about the parcel tax's intended use and benefits.

It is suggested that two Councilmembers be appointed to serve on the committee. These Councilmembers will bring their experience, knowledge of City operations, and insights into the process. They will work to carry out the duties outlined above.

The ad-hoc committee's work will begin immediately upon its formation and will conclude upon the submission of the final parcel tax proposal to the City Council for consideration, with the aim of having it placed on the November 2024 election ballot.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

N/A

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: **Software Agreement with Kronos SaaShr, Inc., (a UKG Company) for a Workforce Management and Payroll Solution**

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Incorporate Workforce Management and Payroll System implementation as a CIP within the current Fiscal Year (FY) 2023-24 CIP Program;
- 2) Authorize the City Manager to execute a Software as a Service (SaaS) Agreement with UKG Company (UKG) for a Workforce Management and Payroll Solution for FY 2023-24;
- 3) Authorize the City Manager to execute four optional one-year amendments for FY 2024-25 through 2027-28;
- 4) Appropriate \$60,000 from the FY 2023-24 General Fund reserve to project FA24002 for the Workforce Management and Payroll Solution.

FISCAL IMPACT

The total fiscal impact of the contract with UKG for FY 2023-24 is approximately \$60,000 for six months, including a one-time cost of \$14,500 for implementation and training.

The annual license fee varies depending on the number of active employees and is quoted at approximately \$86,000 for 300 employees. The General Fund will absorb the one-time implementation and training cost and the monthly license fee for FY 2023-24.

Software Agreement with Kornos SaaS, Inc., (a UKG Company) for a Workforce Management and Payroll Solution

One Time and On-Going Costs

Fiscal Year	One Time Costs	On-Going (2)	Total Annual
FY 2023-24 (1)	14,500	39,474	53,974
FY 2024-25		78,948	78,948
FY 2025-26		78,948	78,948
FY 2026-27		78,948	78,948
FY 2027-28		78,948	78,948
FY 2028-29 (1)(3)		80,527	80,527
Total		435,793	435,793

(1) Start Mid-year, half of the annual cost

(2) Cost is quoted based on 300 employees

(2) An uplift 4% will be added after the fifth year

BACKGROUND

In 2016, the City issued a Request for Proposal (RFP) for a comprehensive Enterprise Resource Planning (ERP) solution to meet the City’s needs and replace the legacy finance system. The City received only one proposal from Tyler Technologies, Inc (“Tyler”) for their MUNIS product line. Tyler also offered a solution for their Microsoft Dynamics AIX solution that was reviewed and subsequently eliminated for consideration, as it did not offer a complete solution according to the City’s requirements.

The City contracted with Tyler to license the use and implement a citywide enterprise resources planning software system. The scope of the proposal included the following software modules:

- Financial Applications such as General Ledger, Accounts Payable, Accounts Receivable/Billing, Cash Receipts/Point of Sale, Budgeting, Fixed Assets, Grants and Project Tracking.
- Purchasing Related Applications such as Purchasing with Bid Management, Requisitions, Contract Management, and Inventory.
- Payroll Related Applications such as Payroll, Human Resources including leave management, labor relations, employee self-service, training and employee evaluation tracking, and Timekeeping/Employee Scheduling.
- Utility Billing.
- Business License.

In March 2018, the City implemented the Financial and Purchasing applications. Subsequent to the first phase of the implementation, the City terminated the Utility Billing and Business License applications. Payroll and Human Resource applications are pending implementation.

Software Agreement with Kornos SaaS, Inc., (a UKG Company) for a Workforce Management and Payroll Solution

Page 3 of 5

Unfortunately, Tyler Payroll application's functionalities have not worked as planned. Staff from both the Finance and Human Resources departments have reviewed demonstrations from multiple timekeeping and human capital management systems and are recommending UKG software to enable the City to implement an electronic, web-based timekeeping system including: leave and overtime requests, payroll, and human resources modules capable of managing various leaves, new employee onboarding, benefits, performance, Affordable Care Act ("ACA") manager and training programs.

In accordance with the City's purchasing policy section 34.19 (C), staff is proposing to utilize a cooperative agreement competitively solicited through Omnia Partners.

ANALYSIS

NA

ENVIRONMENTAL

NA

DISCUSSION

The City currently relies on a 40-year-old, outdated, paper-based processes for payroll and human resources functions including employee timecards, overtime and leave requests, employee benefit and leave management, withholding changes, as well as coordination of mandated citywide training. These processes are time-consuming, vulnerable to human error, and are challenging to coordinate due to the complexity of work schedules, particularly for public safety employees.

This system does not have the capability for workflow for approvals of changes. The proposed system allows employees to enter timecards electronically, make changes to their records such as address or withholding changes, view W2's and past pay stubs online. In addition, the current finance system is challenging to extract data and is not user-friendly. While the system is operational, it lacks more sophisticated features commonly found in most present-day systems, and is increasingly difficult to support as computer hardware components become scarcer.

Over recent months, the City Manager, Finance, Human Resources, and Information Technology staff reviewed UKG products for online timekeeping, payroll and human resources functions. The team agreed that UKG products would be the best tool for the City to modernize operations, save significant staff time, and reduce the potential for human error. In addition, UKG software is a cloud-based solution, that will not require any investment in additional or updated system hardware. The UKG system offers many valuable features including the following capabilities:

Software Agreement with Kornos SaaShr, Inc., (a UKG Company) for a Workforce Management and Payroll Solution

Page 4 of 5

- Electronically submit and approve timecards via an app or web-based portal.
- Electronic overtime request and leave submission and approval.
- To process payroll in the UKG system with seamless integration of timekeeping data.
- Allow employees to review pay stubs and W2 information through an employee portal.
- Allow Human Resources to onboard new employees.
- Allow employees to select benefits during open enrollment.
- Allow Human Resources to manage training and recruitment programs more effectively.
- Allow staff to proactively administer compliance strategy.

The UKG Project Implementation goals are to make the City more efficient in its operations and more accessible and responsive to City employees through:

- Streamlining, automating, and integrating business processes and practices.
- Providing tools to produce and access information in a real-time environment.
- Enabling and empowering users to become more efficient, productive and responsive.
- Successfully overcoming current technological challenges and meeting future goals of the City.

The UKG Ready program is considered one of the premier Workforce Management and Payroll Solution in the public sector, specifically built for the local government. UKG has over 20,500 customers nationally and 306 of those in California. Examples of local clients that have purchased the UKG software or approved the purchase of the software include:

City and County of San Francisco
City of Alhambra
City of El Monte
City of Hanford
City of Huntington Beach
City of Long Beach
City of Ontario
City of Rialto
City of San Jose
City of Santa Cruz
City of Santa Monica
City of Westminster
Los Angeles Homeless Services Authority
MetroLink
Union Sanitary District

Software Agreement with Kornos SaaShr, Inc., (a UKG Company) for a Workforce Management and Payroll Solution

Page 5 of 5

Staff is recommending the procurement of the UKG Ready program through the OMNIA Partners Cooperative Contract for Workforce Management and Payroll Solution. Implementation of the software can take up to six months, with UKG providing technical support and experience to implement the system and train City staff.

SUMMARY/NEXT STEPS

UGK has advised following award of the contract, the project kickoff between City staff and UKG would be scheduled for December 2023/January 2024. In alignment with the kickoff meeting a detailed project schedule/timeline would be finalized identifying key deliverables throughout the project.

The implementation of a new Workforce Management and Payroll System is an extensive and elaborate process involving key City staff and the selected vendor. The project has an estimated six-month timeline, and as such will require participation of staff from Finance, Human Resources, and Information Technology. To ensure project success, the Department might bring contract support, when necessary, to limit interruption during implementation.

ATTACHMENT(S):

- A. Attachment A - UKG Professional Services Engagement
- B. Attachment B - Kronos SaaShr, Inc., (a UKG Company) Partners Cooperative Contract

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



ORDER FORM

Quote#: Q-201190
Expires: 25 Nov, 2023
Sales Executive: David Yacoubian
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 02 Nov, 2023

Customer Legal Name:
CITY OF SANTA FE SPRINGS

Ship To: CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670-3679 USA

Customer Legal Address:
11710 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-3679
USA

Bill To: CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670-3679 USA

Bill To Contact:

Ship To Contact: Lana Dich

Ship to Phone: 562-868-0511
Ship to Mobile:
Contact: Lana Dich
Email: lanadich@santafesprings.org

Currency: USD
Customer PO Number:
Solution ID: 6202132
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY TIME	300	USD 3.78	USD 1,134.00
UKG READY ACCRUALS MANAGER	300	USD 0.63	USD 189.00
UKG READY LEAVE	300	USD 0.95	USD 285.00



Subscription Services	Quantity	PEPM	Monthly Price
UKG READY HR	300	USD 3.78	USD 1,134.00
UKG READY BENEFITS	300	USD 3.47	USD 1,041.00
UKG READY LEARNING	300	USD 2.21	USD 663.00
UKG READY PAYROLL	300	USD 3.78	USD 1,134.00
UKG READY ACA MANAGER	300	USD 0.32	USD 96.00
UKG READY COMPENSATION	300	USD 0.63	USD 189.00
UKG READY PERFORMANCE	300	USD 0.63	USD 189.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
GREAT PLACE TO WORK CERTIFICATION - ASSESS TIER	1	USD 0.00	USD 0.00
UKG READY PAYROLL SERVICES	300	USD 1.75	USD 525.00
Total Price			USD 6,579.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 14,500.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 6,579.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 78,948.00

Item	Total Price
Total One Time Fees	USD 14,500.00

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

The Attachment 1 is included with this Order Form.

Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019> ("Attachment 2").

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be



provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.
Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at:
<http://www.ukg.com/supplement/GPTWCertification>.

The amount specified on this Order Form to be paid by Customer for its annual advance payment reflects Customer's minimum annual fees to be paid to UKG. Additional fees may be invoiced and owed on a monthly basis if Customer's actual usage of the Applications exceeds the minimum number of employees for which Customer is making its annual advance payment.

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

Telestaff integration is included within the one time setup fees listed below.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF SANTA FE SPRINGS		Kronos SaaShr, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to CITY OF SANTA FE SPRINGS (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

CITY OF SANTA FE SPRINGS and Kronos are deploying the following Ready modules with 4 location(s), 1 EINS and 3 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	300	1	
UKG READY ACCRUALS MANAGER	300	1	
UKG READY HR	300	1	124 Days
UKG READY PAYROLL	300	1	
UKG READY PAYROLL SERVICES	300	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Learning	300	1	60 Days
UKG Ready ACA Manager	300	1	15 Days
UKG Ready Compensation	300	1	15 Days
UKG Ready Performance Management	300	1	30 Days
UKG Ready Leave	300	1	30 Days

CITY OF SANTA FE SPRINGS and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF SANTA FE SPRINGS and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness,

bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, CITY OF SANTA FE SPRINGS and Kronos will deploy the following core modules and functionality in 124 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value
<p>UKG Ready Time</p>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> • Total Cost Centers • Profiles <ul style="list-style-type: none"> • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Security • Points • Tables <ul style="list-style-type: none"> • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows <ul style="list-style-type: none"> • Time Off Requests • Timesheet Change Requests • Schedules <ul style="list-style-type: none"> • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports <ul style="list-style-type: none"> • 61 commonly used pre-configured reports are included in the implementation • Kronos will configure up to 5 additional custom reports using the standard functionality in the software • Timekeeping Admin Training
<p>UKG Ready Accruals Manager</p>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires UKG Ready Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires UKG Ready Time) • Visibility to projected balances • Automatic balance reduction (requires UKG Ready Time or UKG Ready

	<p>Payroll)</p> <ul style="list-style-type: none"> • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Configure accruals profiles and assign to employees <p>Please note that UKG Ready Accruals Manager requires UKG Ready Time.</p>
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<p>UKG Ready HR</p>	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> • Core employee demographics • Onboarding • Checklists <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • Personnel management • Benefits administration • Open enrollment / life event • Work Flows <ul style="list-style-type: none"> • Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed • HR documents & forms <ul style="list-style-type: none"> • Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training
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<p>UKG Ready Payroll</p>	<p>UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through:</p> <ul style="list-style-type: none"> • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year
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	<ul style="list-style-type: none"> • All Payroll Configurations Include: <ul style="list-style-type: none"> • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training <p>Please note: If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.</p>
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<p>UKG Ready Payroll Services</p>	<p>UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate* • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration (if applicable) • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKG Ready Payroll Services New administrator training <p><i>*Services can only be provided for tax accounts with valid Tax ID provided</i></p> <p>Please note: It is the responsibility of the customer to provide all requested information including year-to-date payroll and tax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.</p>
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<p>UKG Ready Benefits</p>	<p>UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> • Employee Self-Service capabilities including open enrollment/life events • Dependent and beneficiary record keeping • Drag-n-Drop scheduling tools • One time data load of benefit enrollments, including dependents and beneficiaries • Benefit maintenance training • 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will
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	<p>count as one feed)</p> <ul style="list-style-type: none"> • Smart Forms • Standard Reporting <p>Please note: UKG Ready Benefits requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p>
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Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF SANTA FE SPRINGS to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
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UKG Ready Leave	<p>UKG Ready Leave adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> • Federal & state leave policy enforcement • Employer-specific leave policy enforcement • Qualifying questionnaire • Leave eligibility, type & duration determination • Leave case routing workflow • Leave case life cycle monitoring • Leave hour interface with timesheets • Employee self-service leave request & history • Standard reporting & email notification alerts • One-Time data load using customer-supplied data – current leave cases, leave case entries & entitlement balances in a standard Kronos-supplied format <p>Please note: This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals & UKG Ready HR.</p>
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UKG Ready ACA Manager	<p>UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through:</p> <ul style="list-style-type: none"> • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan’s affordability* • Settings for minimum value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format <p>*ACA Function requires UKG Ready Payroll</p>
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	<p>**ACA Function requires UKG Ready HR</p> <p>Please note: This module provides maximum value when used with UKG Ready Time, UKG Ready HR & UKG Ready Payroll.</p>
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<p>UKG Ready Compensation</p>	<p>UKG Ready Compensation automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Configurable compensation cycles • Tie compensation to performance outcomes • Import/export Excel-based compensation proposals • Routing & approval workflows • Complete compensation process visibility • Budget vs. proposed comparison <p>Please note: UKG Ready Compensation requires UKG Ready HR.</p>
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<p>UKG Ready Performance</p>	<p>UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Full Performance Configuration • Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and howto assign them to Employees. Customer will be responsible for the setup of each development area. <p>Please note: UKG Ready Performance requires UKG Ready HR.</p>
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<p>UKG Ready Integration Hub</p>	<p>UKG Ready Integration Hub enables data to flow between Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> • UKG Ready Time Interface bundle using customer-supplied data in standard file formats • UKG Ready Accruals Interface bundle using customer-supplied
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	<ul style="list-style-type: none"> • UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • Employee Availability Import from 3rd party system • Schedule detail export • UKG Ready HR Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • Benefit enrollment exports • Employee deduction election imports • Employee demographic exports • UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> • ACH payroll employee direct deposit file exports • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.) • Payroll employee withholding amount exports • Pension enrollment export (e.g. 401k) • Pension census export (e.g. 401k) • New hire reporting export • Positive pay export • Payroll journal export to G/L, 1 acct structure • Tax payment & filing Interface <p>Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3rd party vendor and/or can accept data from said 3rd party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> • John Hancock Retirement Planning Service • Blue Cross Blue Shield of Texas • HSA Bank • Discovery Benefits • Bankers Fidelity • The Standard <p>Please note: Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>
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<p>UKG Ready Learning</p>	<p>UKG Ready Project Team Configuration of:</p> <ul style="list-style-type: none"> • Creation of Learning Academy • Learning Profile assignments • Bulk Upload of Employee information to LMS • Security settings
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	<p>UKG Ready Project Team will provide training enabling client to Administrate:</p> <ul style="list-style-type: none"> • Content creation • Addition of Courses, Exams, OJTs and Polls • Assignment of courses to individuals or groups of employees • Dashboard configuration for employees, managers, and administrators • Reporting functionality
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Administrator and Super User Training

Included in each Customer’s software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • Learning Center, Ready’s learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> • Interactive self-paced, on-demand modules • “How to” videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user’s roles within Ready • Online, public instructor-led class(es) • “Train the Trainer” enablement and materials <ul style="list-style-type: none"> • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training • Manager and employee-focused job aids for common tasks within Ready
Change Management and User Adoption Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • Change management training for the project team on building a change management plan for Customer’s organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer’s change management plan

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
 - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging,

- meals and local transportation, incurred by Kronos.
 - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
 - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
 - Completing all required, Kronos supplied templates used to complete the Discovery process
 - Physical installation and/or mounting of all time clocks associated with this project.
 - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
 - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
 - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
 - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
 - Providing all required data imports in the approved Kronos format
 - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

COBB COUNTY, GA

Contract #18221

for

Workforce Management Systems and Related Products,

Services and Solutions

with

Kronos SaaShr, Inc.

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos SaaSr,Inc., effective March 18, 2019:

- I. Vendor Master Agreement Reference No. 18221 and Signature Form
- II. Kronos SaaSr, Inc. Terms and Conditions for Participating Public Agencies

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos SaaS, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #18-6390 ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

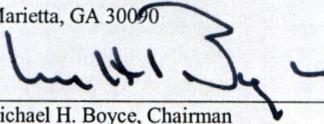
APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30060



Michael H. Boyce, Chairman
Cobb County Board of Commissioners

3-5-2019

Date



Kronos SaaSr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876



Authorized Signature

President

Title

2/25/19

Date

FEDERAL TAX ID NUMBER

45-0474844

Approved as to form



County Attorney's Office

3/4/19

Date

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (092018)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: [KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Ready transactions.

SECTION C: [PAYROLL PROCESSING SERVICES](#). This Section applies to the Workforce Payroll Services.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos SaaS Inc. ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Workforce Ready SaaS Orders; and
- (ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agrees that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, in accordance with the Kronos Travel and Expenses Policies as such mutually agreed policies or as mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos SaaS Inc., 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section B shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

- (c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdemeanors or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage. **14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.**

SECTION C

PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the “Section C”) is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the Workforce Payroll Services (the “Payroll Services”) Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “WFR Platform”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “Covered Entities”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

GENERAL TERMS AND CONDITIONS

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS’s standard descriptions for certain miscellaneous services, such as W2/1099 filing fees, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, and preparing/filing of amended returns, is described in the Payroll Services Additional Items attached as Attachment 2 (“Payroll Services Additional Items”) and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)”. The deadline for Customer’s submission of payroll is determined by the time zone in which the processing occurs, as follows.

On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date. If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same

to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax

return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services

will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or

its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos

is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks

and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable with the third party used for specifically for the delivery of services for which Customer is ordering the services.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

Article 7. Effects of Termination

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

Article 8. Customer Responsibility

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may

retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

ATTACHMENT 2: PAYROLL SERVICES ADDITIONAL ITEMS

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred and the pricing detail and information are outline in the pricing information.

1. W-2/1099 Filings Price is per filing
This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.
2. NSF Fee the Price is on per transaction basis
If client utilizes the ACH Funding Method and fails to have the required funds in their designated account as required by and provided in the Agreement, causing Kronos to be issued a notice of Non-Sufficient Funds, Kronos, in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.
3. Fed Wire Fee Price is per wire
4. State Wire Fee Price is per wire
If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$82.50 for federal and \$82.50 for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.
5. "Applied For" Status of Tax Jurisdictions Price is /month per account
When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$38.50/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.
6. ACH Returns/ Notice of Change - 1st/EE account
7. ACH Returns/ Notice of Change - 2nd if on same EE account
8. ACH Returns/ Notice of Change – Additional occurrence if on same EE account
This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$11.00 the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$55.00. Thereafter KRONOS will charge an additional \$82.50 for each notice received on the same employee account.
9. Off Cycle Payrolls
Every scheduled payroll is included in the PEPM charge of \$1.55. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled

bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or “one off” payroll runs. This fee does not apply to manual checks issued by the client.

- | | |
|--|-------------------|
| 10. Spilt Distributions | Price per split |
| Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process. | |
| 11. Amended Returns amendment | Price per |
| Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$1.55. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or “corrected” tax return to be filed with the taxing authorities, a fee of \$137.50 will be incurred. | |
| 12. Mailing Individual Checks document | Price per |
| The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client’s FedEx account to central location(s). If the client wants to have the employee’s pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$0.75) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28 th of each year but cannot guarantee that delivery to the employee will occur by January 31 st of each year. | |
| 13. 1095C Printing printed | Price per form |
| Client’s may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system. | |
| 14. Payroll Rollback—after Payroll Submission Date | Price per request |
| Request initiated by client to rollback a payroll <u>after</u> a payroll submission deadline—each request. | |
| 15. Reopen Quarter End or Year End | Price per request |
| Request initiated by client to reopen a QTR End or YR End—each request. | |
| 16. QTR Filing – Inactive EIN’s each quarter. | Price per return |
| If the client closes a business during the year and wants W-2’s and year end processing completed this fee will apply. The \$137.50 fee is for each quarter and each return filed with zero returns. | |
| 17. Quarter Closing Late Fee EIN | Price per day/per |
| The client closes quarter after the contracted deadline. | |

- | | |
|--|-------------------|
| 18. Year End Closing Late Fee
EIN | Price per day/per |
| The client closes year end after the contracted deadline. | |
| 19. Reprint of W2 or 1099
reprinted | Price per form |
| Client requests reprinting of a W2 or 1099. | |
| 20. W-2 Combined Reporting Print Service —
Base Fee + an additional fee per Form | Price is based on |
| Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file. | |

CONTRACT AMENDMENT #4
Sealed Bid # 18-6390
Contract #18220

Date of Amendment: February 6, 2023

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos Incorporated
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2022 to March 17, 2023

This action provides written notice to renew the current contract dated March 18, 2019, for Sealed Bid #18-6390, in accordance with the terms contained therein. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Contract Extension

The County exercises its option to extend the current contract for an additional one-year period. The effective date of the contract extension will commence on March 18, 2023 and end on March 17, 2024.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: [Signature]
Title: Lisa N. Cupid, Chairwoman, Cobb County Board of Commissioners

Date: 2/13/23



CONTRACTOR

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Signed: [Signature]
Title: Director of Contracts & Procurement - Public Sector

Date: 02/06/2023

Approved As To Form:

[Signature]
COBB COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/12/19

CONTRACT AMENDMENT #5
Sealed Bid # 18-6390
Contract #18221

Date of Amendment: February 6, 2023

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos SaaShr, Inc.
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2022 to March 17, 2023

This action provides written notice to renew the current contract dated March 18, 2019, for Sealed Bid #18-6390, in accordance with the terms contained therein. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Contract Extension

The County exercises its option to extend the current contract for an additional one-year period. The effective date of the contract extension will commence on March 18, 2023 and end on March 17, 2024.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: [Signature]
Title: Lisa N. Cupid, Chairwoman, Cobb County Board of Commissioners

Date: 2/13/23



CONTRACTOR

Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Signed: [Signature]
Title: Director of Contracts & Procurement - Public Sector

Date: 2/6/2023

Approved As To Form:

[Signature]
COBB COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/12/19

FOR ITEM # 7, PLEASE SEE ITEM # 9

FOR ITEM # 8, PLEASE SEE ITEM # 9



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, CMC, Deputy City Clerk
SUBJECT: MINUTES OF THE OCTOBER 3, 2023 CITY COUNCIL MEETING
DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- City Council Meeting of October 3, 2023.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. October 3, 2023 Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 3, 2023

CALL TO ORDER

Mayor Martin called the meeting to order at 6:00 p.m.

ROLL CALL

Members present: Councilmembers: Rodriguez, Rounds, Zamora, Mayor Pro Tem Sarno, and Mayor Martin.

Members absent: None

INVOCATION

Invocation was led by Cindy Jarvis.

PLEDGE OF ALLEGIANCE

Jersey Avenue Elementary ASB President, Alina Santander led the pledge of allegiance.

INTRODUCTIONS

Mayor Martin introduced the new department directors:

1. Director of Finance and Administrative Services, Lana Dich
2. Director of Public Works, James Enriquez

Mayor Martin introduced the following members from the Chamber of Commerce:

1. Bruce Lazenby, Executive Director of Business Development at Rose Hills Memorial Park
2. Kathie Fink, CEO, Santa Fe Springs Chamber of Commerce

PRESENTATIONS

1. **PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 8 – 14, 2023 AS “FIRE PREVENTION WEEK” IN THE CITY OF SANTA FE SPRINGS**
2. **PROCLAMATION – PROCLAIMING THE MONTH OF OCTOBER 2023 AS “NATIONAL COMMUNITY PLANNING MONTH” IN THE CITY OF SANTA FE SPRINGS**
3. **PROCLAMATION – PROCLAIMING THE MONTH OF OCTOBER 2023 AS “BREAST CANCER AWARENESS MONTH” IN THE CITY OF SANTA FE SPRINGS**
4. **PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 2-7, 2023 AS “YOUTH SPORTS DAY” IN SANTA FE SPRINGS**

5. PUBLIC ARTWORK RESTORATION UPDATE

6. 2023 FIESTAS PATRIAS EVENT RECAP

PUBLIC COMMENTS

The following citizens spoke during public comments: Bruce Crow.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager, René Bobadilla called on the following staff:

- Director of Community Services, Maricela Balderas provided information on the following upcoming events: 1) The Shadow of the Raven, and 2) Children’s Halloween Reptile Show.

HOUSING SUCCESSOR

There were no items considered under the Housing Successor agenda.

SUCCESSOR AGENCY

There were no items considered under the Successor Agency agenda.

CITY COUNCIL

REGULAR BUSINESS

7. NORWALK INTERSECTION IMPROVEMENTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Add the project to the City’s CIP Program; and
- 2) Appropriate a not-to-exceed amount of \$400,000 to the project using Utility Users Tax funds; and
- 3) Take such additional, related, action that may be desirable.

City Manager, René Bobadilla provided a brief presentation on Item No. 7. Councilmember Zamora requested before and after pictures of the project once completed.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to add the project to the City’s CIP program, and appropriate a not-to-exceed amount of \$400,000 to the project using Utility Users Tax funds, and take such, additional related action that may be desirable, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nays: None
Absent: None
Recused: None

8. APPROVAL OF PARCEL MAP NO. 83729 – 13808 IMPERIAL HIGHWAY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Parcel Map No. 83729; and
- 2) Find that Parcel Map No. 83729 together with the provisions for its design and improvement, is consistent with the City’s General Plan; and
- 3) Authorize the City Engineer and City Clerk to sign Parcel Map No. 83729; and
- 4) Take such additional, related action that may be desirable.

Director of Public Works, James Enriquez provided a brief presentation on Item No. 8.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Sarno, to find that Parcel Map No. 83729 together with the provisions for its design and improvement, is consistent with the City’s General Plan, and Authorize the City Engineer and City Clerk to sign Parcel Map No. 83729, and take such additional, related action that may be desirable, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nays: None
Absent: None
Recused: None

9. RESOLUTION NO. 9884 – DECLARATION OF SURPLUS PROPERTY PURSUANT TO AB 1486 – CITY OWNED PROPERTIES WITHIN THE MIXED-USE DOWNTOWN (MU-DT) ZONE

RECOMMENDATION: It is recommended that the City Council:

- 1) Find that the declaration of city-owned land is exempt from environmental review under the California Environmental Quality Act (CEQA); and
- 2) Adopt Resolution No. 9884, declaring that real properties owned by the city and located within the Mixed-Use – Downtown (MU-DT) Zone as surplus land and not necessary for public city’s use pursuant to AB 1486 (Surplus Land Act);
- 3) Take such additional, related action that may be desirable.

City Manager, René Bobadilla provided a brief presentation on Item No. 9. Director of Planning, Wayne Morrell introduced Associate Planner, Vince Velasco to provide additional information regarding the Surplus Land Act.

Mayor Pro Tem Sarno inquired about housing pricing. City Manager Bobadilla responded that they would work alongside developers to gain housing advantages from the project while complying with state law. Discussion ensued about the

location, including the lot on the northeast corner and the upcoming development of the downtown area.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Rodriguez, to find that the declaration of city-owned land is exempt from environmental review under the California Environmental Quality Act (CEQA), and adopt Resolution No. 9884, declaring that real properties owned by the city and located within the Mixed-Use – Downtown (MU-DT) Zone as surplus land and not necessary for public city’s use pursuant to AB 1486 (Surplus Land Act), and take such additional, related action that may be desirable, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nays: None
Absent: None
Recused: None

CONSENT AGENDA

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

10. MINUTES OF THE JULY 26, 2023 SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

11. RESIDENTIAL STREETS IMPROVEMENTS SOUTH OF FLORENCE AVENUE (TRIANGLE) AND LONGWORTH AVENUE (ORR & DAY ROAD TO HARVEST AVENUE) – FINAL PAYMENT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Final Payment to R.J. Noble Company of Orange, California for \$81,770.50 (Less 5% Retention) for the subject project; and
- 2) Take such additional, related, action that may be desirable.

12. APPROVE AND AUTHORIZE THE DIRECTOR OF COMMUNITY SERVICES TO SIGN THREE GRANT AGREEMENTS BETWEEN THE SANTA FE SPRINGS CITY LIBRARY AND THE CALIFORNIA STATE LIBRARY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve and authorize the Director of Community Services to sign the following grant agreements from the State Library:
 - a. eBooks for All
 - b. Zip Books
 - c. SFS Grows: Climate Warriors

13. APPROVAL OF THE SANTA FE SPRINGS CITY LIBRARY'S CHILDREN'S INTERNET PROTECTION ACT (CIPA) POLICY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Library's Children's Internet Protection Act policy.

14. PURCHASE OF TWO-WAY RADIOS FROM COMMLINE, INC.

RECOMMENDATION: It is recommended that the City Council:

- 1) Award the purchase of two-way radios and related equipment to CommLine, Inc.;
and
- 2) Authorize the Director of Purchasing Services to issue a Purchase Order in the amount of \$27,767.93 for this purchase.

15. REQUEST FOR OUT-OF-STATE TRAVEL TO ATTEND THE 2023 NEOGOV CONFERENCE

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2023 NEOGOV Conference in Las Vegas.

16. RESOLUTION NO. 9885 ESTABLISHING THE CITY'S MAXIMUM CONTRIBUTION OF MISCELLANEOUS AND SAFETY EMPLOYEES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9885, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

17. AUTHORIZE THE PURCHASE OF EQUIPMENT AND SERVICES RELATED TO THE RELOCATION OF THE COUNCIL CHAMBERS AUDIO/VISUAL WORKSTATION

RECOMMENDATION: It is recommended that the City Council:

- 1) Award an order to Western Audio Visual for the purchase of new equipment and services to move the audio-visual workstation to the rear of the Council Chambers.
- 2) Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$42,300.00 to Western Audio Visual.
- 3) Appropriate \$42,300.00 from General Fund Reserves to the 10129000-542050 Non-Recurring account.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Sarno, to approve the consent agenda, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nays: None
Absent: None
Recused: None

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rounds thanked everyone for the birthday wishes and also thanked everyone who supported the Relay for Life event. He also welcomed new employees.

Councilmember Zamora reported attending the League of California Cities Annual Conference and Expo with Mayor Martin. He gave compliments to City Manager Bobadilla and congratulated the new department directors.

Mayor Pro Tem Sarno welcomed the new department directors and requested to revisit ad-hoc committees.

Mayor Martin reported attending the League of California Cities Annual Conference and Expo and the Gateway Cities COG retreat. She also appointed Sally Gaitan to the Heritage Arts Advisory Committee.

ADJOURNMENT

Mayor Martin adjourned the meeting at 7:03 p.m. in memory of fallen Los Angeles County Sherriff Deputy Ryan Clinkunbroomer.

Juanita Martin
Mayor

ATTEST:

Fernando N. Muñoz, CMC
Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, CMC, Deputy City Clerk
SUBJECT: RESCHEDULING OF JANUARY 2024 CITY COUNCIL MEETINGS
DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council reschedule the January 2, 2024 and January 16, 2024 City Council Meetings to January 11, 2024 (Thursday) and January 23, 2024 (Tuesday) respectively.

FISCAL IMPACT

N/A

BACKGROUND

Staff is requesting to reschedule both City Council meetings in January 2024 due to factors that include the New Year's and Martin Luther King Jr. holidays, as well as councilmember attendance of the 2024 Sacramento Legislative Tour. If approved as recommended, a rescheduling notice will be posted on all social media platforms before the meetings and on the meeting dates, in addition to the regular noticing of meetings, to ensure the public is informed.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

N/A

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Chad Van Meeteren, Fire Chief

SUBJECT: RESOLUTION NO. 9888 – SB-1205 ANNUAL INSPECTION OF CERTAIN PROPERTIES

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties

FISCAL IMPACT

None

BACKGROUND

The State legislature, through the passage of SB 1205, requires the Fire Chief of every fire department to conduct annual inspections on all public or private schools, hotels, motels, lodging houses, apartment houses, and certain residential care facilities (Health and Safety Code 13146.3, 13146.2, 17921(b)).

Beginning on January 1, 2019, every fire department must report on these state-mandated annual inspections (Health and Safety Code 13146.4, *Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019*). This report must be in the form of a resolution or other formal document.

Definitions of key terms:

R1 – Residential occupancies with transient (<30 days) occupants

- Boarding houses (transient) no more than ten occupants
- Congregate residents (transient) no more than ten occupants
- Hotels, motels

R2 – Residential – Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent, including apartments

R2.1 – 24-hour living facilities may contain > six non-ambulatory and/or bedridden clients.

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.
- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment

R4 – 24-hour living facilities with more than six ambulatory clients, but not more than 16 persons; maximum of six non-ambulatory or bedridden clients

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.
- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment

E – Facilities used for educational purposes through the 12th grade.

The Fire Suppression Division assigns annual inspections to Fire Prevention Division staff and Fire Engine Companies to meet this mandate. Inspections are logged into the Department's records management system. In 2023, all R1, R2, R2.1, R4, and E occupancies were inspected, achieving 100% compliance with the State Fire Marshal mandate.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

None

ATTACHMENT(S):

A. Resolution No. 9888

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

RESOLUTION NO. 9888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE SANTA FE SPRINGS DEPARTMENT OF FIRE-RESCUE REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES UNDER SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018 and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and

WHEREAS, the City Council of the City of Santa Fe Springs intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Santa Fe Springs Department of Fire-Rescue compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs that said City Council expressly acknowledges the receipt of the report of compliance of the Santa Fe Springs Department of Fire-Rescue with California Health

and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Santa Fe Springs, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Twelve (12) Group E occupancies, buildings, structures, and/or facilities are within the City of Santa Fe Springs.

During 2023, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of twelve (12) Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

For the purposes of this resolution, Residential Group R occupancies are generally those occupancies containing sleeping units, including hotels, motels, apartments (three units or more), etc., as well as other residential occupancies (including several residential care facilities). These residential care facilities have several different sub-classifications, and they may contain residents or clients with a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Santa Fe Springs are forty-two (42) Group R (and their associated sub-categories) occupancies of this nature.

During the calendar year 2023, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of forty-two (42) Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 100% for this reporting period.

APPROVED and ADOPTED this 7th day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Fernando N. Muñoz, CMC, Deputy City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: APPROVAL OF COST SHARING AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD (TMDL)

DATE: November 7, 2023

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Cost Sharing Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration and installation of monitoring equipment and ongoing monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL); and
- 2) Authorize the Mayor to execute the agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The estimated cost to the City of Santa Fe Springs for the five year term under this Agreement is approximately \$18,600 and is included in the Adopted Budget for Public Works. These costs have decreased since the original Agreement and could still be substantially less if all the sharing agencies remain in the agreement over the five-year term or if private NPDES permit holders choose to participate in the cost sharing as well. It should also be noted that the City's share of this cooperative monitoring program is still substantially less than the cost of the alternative of conducting a separate Harbor Toxics monitoring program independent of other agencies in the watersheds. The City Attorney's

Approval of Cost Sharing Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL)

Page 2 of 2

office has reviewed Cost Sharing Agreement.

BACKGROUND

In an effort to comply with State-mandated TMDL requirements and pursuant to the City's Municipal Separate Storm Sewer System (MS4) Permit, on June 25, 2015 the Santa Fe Springs City Council approved the original Harbor Toxics TMDL Cost Sharing Agreement (Attachment B). The original Agreement was for a five-year term and expired on June 30, 2018. The Santa Fe Springs City Council subsequently approved a second agreement extending the term for an additional five years expiring on June 30, 2023. Consequently, a new Agreement has been developed to continue the work started during the past ten (10) years. The new Agreement (Attachment A) extends the Agreement term to June 30, 2026.

As a member of the Lower San Gabriel River Watershed Management Group with the goal of protecting and improving water quality in the Los Angeles River, including its estuary, or Coyote Creek or the San Gabriel River, including their estuaries, this Agreement works to achieve the objectives of the Harbor Toxic Pollutants TMDL.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will continue to work with the GWMA to comply with the City's NPDES permit and provide protection and improvements to the water quality in this region.

ATTACHMENT(S):

- A. Attachment A – New Agreement
- B. Attachment B – Original Agreement dated 2015

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF SANTA FE SPRINGS

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 8, 2023, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the City of Santa Fe Springs, (the “Permittee”). The Permittee and the GWMA are collectively referred to as the “Parties”;

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term “MS4 Permittees” shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order (“MS4 Permit”) issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”);

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including its estuary or Coyote Creek or the San Gabriel River including their estuaries;

WHEREAS, various MS4 Permittees desire to achieve the objectives of the Harbor Toxic Pollutants TMDL by continuing to maintain the monitoring station in the Los Angeles River at Wardlow Road, monitoring station in the San Gabriel River near Spring Street, and monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively “Monitoring Stations”) to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, continuing maintenance of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the Lower Los Angeles River Watershed Management Group and the Lower San Gabriel River Watershed Management Group have been formed pursuant to the MS4 Permit and oversee and manage the monitoring program for the Harbor Toxic Pollutants TMDL within their respective watersheds;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District, Port of Long Beach, and the Long Beach Water Department (“GWMA Members”);

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the maintenance of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively “Monitoring Costs”);

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in the GWMA) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay an administrative fee that is less than that the administrative fee charged to MS4 Permittees that are not GWMA Members;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, the current agreements that cover the cost share arrangements for the Monitoring Costs through fiscal year 2022-2023 will expire on June 30, 2023.

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs for fiscal years 2023-2024 through 2025-2026;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee’s annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to maintain Monitoring Stations and conduct monitoring at the Monitoring Stations.

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

Section 1. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 2. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 3. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 4. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 5. Term. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to this Agreement.

Section 6. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs.

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations and any associated reports.

(c) The GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders, that are not MS4 Permittees, for cost-sharing the Monitoring Costs in order to reduce the total costs incurred by the MS4 Permittees.

Section 7. Financial Terms.

(a) Annual Payment Amount. The Permittee shall pay no more than the following amounts for each of the three fiscal years (June 30-July 1) listed below (“Annual Payment Amount”):

Fiscal Year 2023-2024:

Four Thousand Two Hundred Thirty Nine Dollars and Sixty Nine Cents
(\$4,239.69)

Fiscal Year 2024-2025:

Four Thousand Two Hundred Fifty Eight Dollars and Three Cents (\$4,258.03)

Fiscal Year 2025-2026:

Four Thousand Three Hundred Fifty Seven Dollars and Ninety Eight Cents
(\$4,357.98)

Each Annual Payment Amount includes the Permittee’s Cost Share Amount identified in Exhibit “A”, attached hereto and incorporated herein.

(b) Administrative Costs. In addition to the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA’s staff time for hiring the consultants, managing the consultants’ contracts, and invoicing the Permittee and legal fees incurred by the GWMA in the performance of its duties under this Agreement (“Direct Costs”), and audit expenses and other overhead costs (“Indirect Costs”), referred to collectively herein as the “Administrative Costs Payment Amount”. The Administrative Costs Payment Amount will be added to the Permittee’s annual invoice to cover the Permittee’s share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount does not include the GWMA’s Indirect Costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Direct Costs portion of the Administrative Costs Payment Amount will range between zero percent (0%) and five percent (5%) of the of the Permittee’s Cost Share Amount identified in Exhibit “A.” On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this Agreement. Based on this review, the GWMA Board will establish the rate charged to recover its Direct Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs Payment Amount will include the GWMA’s Indirect Costs. The rate charged to Non-GWMA Members in order to recover Direct Costs will

range between five percent (5%) and ten percent (10%) of the Permittee's Cost Share Amount identified in Exhibit "A." The rate charged to Non-GWMA Members in order to recover Indirect Costs will range between two percent (2%) and five percent (5%) of the Permittee's Cost Share Amount identified in Exhibit "A." On an annual basis the GWMA will evaluate the percentage rates for both Direct and Indirect Costs charged to Non-GWMA Members to ensure they adequately recover the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover its Direct and Indirect Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(c) Adjustment of Cost Share Based on Number of Participants. The Annual Payment Amount and the Administrative Costs Payment Amount identified in this Section 7 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(d) Reserve Credits. If the actual cost share amount plus administrative costs collected by GWMA from all participating permittees in the Harbor Toxic Pollutants TMDL program are less than the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by all permittees in a particular year, then the GWMA will notify the Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups. The Chairs will direct GWMA on how to apply the excess balance, which may include carrying the balance over to cover permittee costs in one or more subsequent years. , GWMA reserves the right to transfer funds from the excess balance to maintain a minimum balance of \$10,000 in its account dedicated to the Harbor Toxic Pollutants TMDL program at all times, per GWMA's Administrative Budget Policy. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for Indirect Costs will be retained by GWMA and is not subject to a credit.

(e) Funds remaining in the possession of the GWMA at the expiration or earlier termination of this MOU shall be promptly returned to the Permittee in proportion to the Cost Share Amount identified in Exhibit "A" or rolled over into the subsequent MOU for the Harbor Toxic Pollutants TMDL if requested by the Permittee.

(f) The Permittee's Annual Payment Amount and Administrative Costs Payment Amount for the 2023-2024 fiscal year are due upon execution of this Agreement, but in no event later than December 1, 2023. For each subsequent fiscal year, commencing with the 2024-2025 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and Administrative Costs Payment Amount. Upon receiving an invoice from GWMA, each Permittee shall pay the Annual Payment Amount and Administrative Costs Payment Amount set forth in the invoice to the GWMA within forty-five (45) days of receipt.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 11 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 8. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 9. Indemnification and Warranty.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 10. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to a new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of such new fiscal year (e.g., If the Permittee terminates on March 1st, 2024, the Permittee is responsible for the Annual Payment Amounts for both fiscal years 2023-2024 and 2024-2025. If the Permittee terminates on February 10, 2024, the Permittee is responsible for its Annual Payment Amount only for Fiscal year 2023-2024, not for fiscal year 2024-2025). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 11. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually at least twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of Santa Fe Springs
11710 Telegraph Rd
Santa Fe Springs, CA 90670
Attn: Jesse Sira

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

DATE: _____

PERMITTEE
City of Santa Fe Springs

Signature

Print Name

Print Title

EXHIBIT "A"

**COST SHARE MATRIX
ATTACHED**

Harbor Toxic Upstream
FY 2023-2024 Cost Share

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 769.90			\$ 769.90	10%	\$ 76.99	5.00%	\$ 38.51	\$ 885.39
City of Arcadia	no	\$ 883.29	\$ 647.82		\$ 1,531.11	10%	\$ 153.11	5.00%	\$ 76.56	\$ 1,760.77
City of Artesia	yes		\$ 670.42	\$ 1,999.78	\$ 2,670.20	5%	\$ 133.51	0.00%	\$ -	\$ 2,803.71
City of Azusa	no		\$ 1,406.84		\$ 1,406.84	10%	\$ 140.68	5.00%	\$ 70.33	\$ 1,617.87
City of Baldwin Park	no		\$ 1,195.60		\$ 1,195.60	10%	\$ 119.56	5.00%	\$ 59.78	\$ 1,374.93
City of Bell	yes	\$ 594.86			\$ 594.86	5%	\$ 29.74	0.00%	\$ -	\$ 624.61
City of Bell Gardens	yes	\$ 589.46			\$ 589.46	5%	\$ 29.46	0.00%	\$ -	\$ 618.93
City of Bellflower	yes		\$ 788.13		\$ 788.13	5%	\$ 39.41	0.00%	\$ -	\$ 827.53
City of Bradbury	no	\$ 530.64	\$ 722.94		\$ 1,253.58	10%	\$ 125.36	5.00%	\$ 62.68	\$ 1,441.62
City of Burbank	no	\$ 1,108.80			\$ 1,108.80	10%	\$ 110.88	5.00%	\$ 55.44	\$ 1,275.12
City of Calabasas	no	\$ 722.00			\$ 722.00	10%	\$ 72.20	5.00%	\$ 36.10	\$ 830.30
City of Cerritos	yes		\$ 874.61	\$ 3,356.65	\$ 4,231.26	5%	\$ 211.56	0.00%	\$ -	\$ 4,442.83
City of Claremont	no		\$ 1,755.26		\$ 1,755.26	10%	\$ 175.53	5.00%	\$ 87.76	\$ 2,018.55
City of Commerce	yes	\$ 732.31			\$ 732.31	5%	\$ 36.63	0.00%	\$ -	\$ 768.93
City of Compton	yes	\$ 857.25			\$ 857.25	5%	\$ 42.86	0.00%	\$ -	\$ 900.11
City of Covina	no		\$ 1,214.67		\$ 1,214.67	10%	\$ 121.47	5.00%	\$ 60.74	\$ 1,396.87
City of Cudahy	yes	\$ 546.30			\$ 546.30	5%	\$ 27.33	0.00%	\$ -	\$ 573.62
City of Diamond Bar	no		\$ 1,225.38	\$ 3,704.23	\$ 4,929.61	10%	\$ 492.96	5.00%	\$ 246.48	\$ 5,669.05
City of Downey	yes	\$ 696.90	\$ 1,182.79		\$ 1,879.69	5%	\$ 93.98	0.00%	\$ -	\$ 1,973.68
City of Duarte	no	\$ 549.90	\$ 818.96		\$ 1,368.86	10%	\$ 136.89	5.00%	\$ 68.44	\$ 1,574.19
City of El Monte	no	\$ 747.97	\$ 835.94		\$ 1,583.91	10%	\$ 158.39	5.00%	\$ 79.20	\$ 1,821.50
City of Glendale	no	\$ 1,572.21			\$ 1,572.21	10%	\$ 157.22	5.00%	\$ 78.62	\$ 1,808.05
City of Glendora	no		\$ 1,845.14		\$ 1,845.14	10%	\$ 184.51	5.00%	\$ 92.26	\$ 2,121.91
City of Hawaiian Gardens	yes			\$ 1,951.65	\$ 1,951.65	5%	\$ 97.58	0.00%	\$ -	\$ 2,049.23
City of Hidden Hills	no	\$ 555.85			\$ 555.85	10%	\$ 55.59	5.00%	\$ 27.79	\$ 639.23
City of Huntington Park	yes	\$ 608.72			\$ 608.72	5%	\$ 30.44	0.00%	\$ -	\$ 639.16
City of Industry	no		\$ 1,628.28		\$ 1,628.28	10%	\$ 162.83	5.00%	\$ 81.42	\$ 1,872.52
City of Irwindale	no	\$ 559.29	\$ 1,299.19		\$ 1,858.48	10%	\$ 185.85	5.00%	\$ 92.93	\$ 2,137.25
City of La Canada Flintridge	no	\$ 805.37			\$ 805.37	10%	\$ 80.54	5.00%	\$ 40.27	\$ 926.18
City of La Habra Heights	no		\$ 719.54	\$ 2,995.71	\$ 3,715.25	10%	\$ 371.52	5.00%	\$ 185.77	\$ 4,272.54
City of La Mirada	yes			\$ 3,914.11	\$ 3,914.11	5%	\$ 195.71	0.00%	\$ -	\$ 4,109.81
City of La Puente	no		\$ 917.59		\$ 917.59	10%	\$ 91.76	5.00%	\$ 45.87	\$ 1,055.23
City of La Verne	no		\$ 1,341.78		\$ 1,341.78	10%	\$ 134.18	5.00%	\$ 67.09	\$ 1,543.05
City of Lakewood	yes	\$ 506.20	\$ 716.67	\$ 1,956.11	\$ 3,178.97	5%	\$ 158.95	0.00%	\$ -	\$ 3,337.92
City of Long Beach	yes	\$ 933.38	\$ 710.26	\$ 2,354.48	\$ 3,998.12	5%	\$ 199.91	0.00%	\$ -	\$ 4,198.03
City of Los Angeles	no	\$ 10,395.22			\$ 10,395.22	10%	\$ 1,039.52	5.00%	\$ 519.76	\$ 11,954.50
City of Lynwood	yes	\$ 672.45			\$ 672.45	5%	\$ 33.62	0.00%	\$ -	\$ 706.08
City of Maywood	yes	\$ 544.56			\$ 544.56	5%	\$ 27.22	0.00%	\$ -	\$ 571.78
City of Monrovia	no	\$ 776.51	\$ 635.93		\$ 1,412.44	10%	\$ 141.24	5.00%	\$ 70.62	\$ 1,624.30
City of Montebello	yes	\$ 795.66			\$ 795.66	5%	\$ 39.77	0.00%	\$ -	\$ 835.44
City of Monterey Park	no	\$ 773.62			\$ 773.62	10%	\$ 77.36	5.00%	\$ 38.68	\$ 889.66
City of Norwalk	yes		\$ 993.49	\$ 3,218.96	\$ 4,212.45	5%	\$ 210.62	0.00%	\$ -	\$ 4,423.08

**Harbor Toxic Upstream
FY 2023-2024 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 612.38			\$ 612.38	5%	\$ 30.62	0.00%	\$ -	\$ 643.00
City of Pasadena	no	\$ 1,311.23			\$ 1,311.23	10%	\$ 131.12	5.00%	\$ 65.57	\$ 1,507.92
City of Pico Rivera	yes	\$ 585.81	\$ 1,142.56		\$ 1,728.36	5%	\$ 86.42	0.00%	\$ -	\$ 1,814.78
City of Pomona	no		\$ 2,549.82		\$ 2,549.82	10%	\$ 254.98	5.00%	\$ 127.49	\$ 2,932.29
City of Rosemead	no	\$ 684.08			\$ 684.08	10%	\$ 68.41	5.00%	\$ 34.20	\$ 786.69
City of San Dimas	no		\$ 1,918.04		\$ 1,918.04	10%	\$ 191.80	5.00%	\$ 95.90	\$ 2,205.74
City of San Fernando	no	\$ 586.24			\$ 586.24	10%	\$ 58.62	5.00%	\$ 29.30	\$ 674.18
City of San Gabriel	no	\$ 647.74			\$ 647.74	10%	\$ 64.77	5.00%	\$ 32.39	\$ 744.90
City of San Marino	no	\$ 634.91			\$ 634.91	10%	\$ 63.49	5.00%	\$ 31.75	\$ 730.15
City of Santa Fe Springs	yes		\$ 878.14	\$ 3,361.55	\$ 4,239.69	5%	\$ 211.98	0.00%	\$ -	\$ 4,451.68
City of Sierra Madre	no	\$ 601.19			\$ 601.19	10%	\$ 60.12	5.00%	\$ 30.05	\$ 691.37
City of Signal Hill	yes	\$ 509.09			\$ 509.09	5%	\$ 25.45	0.00%	\$ -	\$ 534.54
City of South El Monte	no	\$ 589.00	\$ 659.45		\$ 1,248.45	10%	\$ 124.84	5.00%	\$ 62.42	\$ 1,435.72
City of South Gate	yes	\$ 760.08			\$ 760.08	5%	\$ 38.00	0.00%	\$ -	\$ 798.09
City of South Pasadena	no	\$ 622.69			\$ 622.69	10%	\$ 62.27	5.00%	\$ 31.13	\$ 716.09
City of Temple City	no	\$ 644.03			\$ 644.03	10%	\$ 64.40	5.00%	\$ 32.20	\$ 740.63
LA County Unincorporated	no	\$ 2,829.92	\$ 4,772.41	\$ 6,335.54	\$ 13,937.86	10%	\$ 1,393.79	5.00%	\$ 696.89	\$ 16,028.54
City of Vernon	yes	\$ 683.37			\$ 683.37	5%	\$ 34.17	0.00%	\$ -	\$ 717.53
City of Walnut	no		\$ 1,381.37		\$ 1,381.37	10%	\$ 138.14	5.00%	\$ 69.07	\$ 1,588.57
City of West Covina	no		\$ 1,979.57		\$ 1,979.57	10%	\$ 197.96	5.00%	\$ 98.98	\$ 2,276.51
City of Whittier	yes		\$ 844.56	\$ 5,124.38	\$ 5,968.94	5%	\$ 298.45	0.00%	\$ -	\$ 6,267.39
LACFCD	no	\$ 2,119.64	\$ 2,119.64	\$ 2,119.64	\$ 6,358.92	10%	\$ 635.89	5.00%	\$ 317.96	\$ 7,312.75
Total		\$43,250.02	\$ 42,392.78	\$ 42,392.78	\$ 128,035.57		\$ 10,440.14		\$ 4,038.39	\$ 142,514.10

NOTES:
The GWMA administration cost is as follows:
Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.
Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee =	5%
GWMA Non-Members Admin Fee =	10%
GWMA Indirect Fee =	5%

Harbor Toxic Upstream
FY 2024-2025 Cost Share

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 773.24			\$ 773.24	10%	\$ 77.32	5.00%	\$ 38.67	\$ 889.22
City of Arcadia	no	\$ 887.11	\$ 650.62		\$ 1,537.73	10%	\$ 153.77	5.00%	\$ 76.89	\$ 1,768.39
City of Artesia	yes		\$ 673.32	\$ 2,008.43	\$ 2,681.75	5%	\$ 134.09	0.00%	\$ -	\$ 2,815.83
City of Azusa	no		\$ 1,412.93		\$ 1,412.93	10%	\$ 141.29	5.00%	\$ 70.64	\$ 1,624.87
City of Baldwin Park	no		\$ 1,200.77		\$ 1,200.77	10%	\$ 120.08	5.00%	\$ 60.04	\$ 1,380.88
City of Bell	yes	\$ 597.44			\$ 597.44	5%	\$ 29.87	0.00%	\$ -	\$ 627.31
City of Bell Gardens	yes	\$ 592.01			\$ 592.01	5%	\$ 29.59	0.00%	\$ -	\$ 621.61
City of Bellflower	yes		\$ 791.54		\$ 791.54	5%	\$ 39.58	0.00%	\$ -	\$ 831.11
City of Bradbury	no	\$ 532.94	\$ 726.06		\$ 1,259.00	10%	\$ 125.90	5.00%	\$ 62.95	\$ 1,447.85
City of Burbank	no	\$ 1,113.60			\$ 1,113.60	10%	\$ 111.36	5.00%	\$ 55.68	\$ 1,280.64
City of Calabasas	no	\$ 725.12			\$ 725.12	10%	\$ 72.51	5.00%	\$ 36.26	\$ 833.89
City of Cerritos	yes		\$ 878.39	\$ 3,371.17	\$ 4,249.57	5%	\$ 212.48	0.00%	\$ -	\$ 4,462.05
City of Claremont	no		\$ 1,762.85		\$ 1,762.85	10%	\$ 176.29	5.00%	\$ 88.14	\$ 2,027.28
City of Commerce	yes	\$ 735.48			\$ 735.48	5%	\$ 36.78	0.00%	\$ -	\$ 772.25
City of Compton	yes	\$ 860.96			\$ 860.96	5%	\$ 43.05	0.00%	\$ -	\$ 904.01
City of Covina	no		\$ 1,219.92		\$ 1,219.92	10%	\$ 121.99	5.00%	\$ 61.01	\$ 1,402.91
City of Cudahy	yes	\$ 548.66			\$ 548.66	5%	\$ 27.44	0.00%	\$ -	\$ 576.10
City of Diamond Bar	no		\$ 1,230.68	\$ 3,720.25	\$ 4,950.93	10%	\$ 495.09	5.00%	\$ 247.55	\$ 5,693.57
City of Downey	yes	\$ 699.91	\$ 1,187.91		\$ 1,887.82	5%	\$ 94.39	0.00%	\$ -	\$ 1,982.21
City of Duarte	no	\$ 552.28	\$ 822.50		\$ 1,374.78	10%	\$ 137.48	5.00%	\$ 68.74	\$ 1,581.00
City of El Monte	no	\$ 751.21	\$ 839.56		\$ 1,590.76	10%	\$ 159.08	5.00%	\$ 79.54	\$ 1,829.38
City of Glendale	no	\$ 1,579.02			\$ 1,579.02	10%	\$ 157.90	5.00%	\$ 78.96	\$ 1,815.87
City of Glendora	no		\$ 1,853.12		\$ 1,853.12	10%	\$ 185.31	5.00%	\$ 92.66	\$ 2,131.09
City of Hawaiian Gardens	yes			\$ 1,960.09	\$ 1,960.09	5%	\$ 98.00	0.00%	\$ -	\$ 2,058.10
City of Hidden Hills	no	\$ 558.25			\$ 558.25	10%	\$ 55.83	5.00%	\$ 27.91	\$ 641.99
City of Huntington Park	yes	\$ 611.36			\$ 611.36	5%	\$ 30.57	0.00%	\$ -	\$ 641.92
City of Industry	no		\$ 1,635.32		\$ 1,635.32	10%	\$ 163.53	5.00%	\$ 81.78	\$ 1,880.62
City of Irwindale	no	\$ 561.71	\$ 1,304.81		\$ 1,866.52	10%	\$ 186.65	5.00%	\$ 93.34	\$ 2,146.50
City of La Canada Flintridge	no	\$ 808.86			\$ 808.86	10%	\$ 80.89	5.00%	\$ 40.44	\$ 930.18
City of La Habra Heights	no		\$ 722.65	\$ 3,008.67	\$ 3,731.32	10%	\$ 373.13	5.00%	\$ 186.58	\$ 4,291.02
City of La Mirada	yes			\$ 3,931.04	\$ 3,931.04	5%	\$ 196.55	0.00%	\$ -	\$ 4,127.59
City of La Puente	no		\$ 921.56		\$ 921.56	10%	\$ 92.16	5.00%	\$ 46.07	\$ 1,059.80
City of La Verne	no		\$ 1,347.59		\$ 1,347.59	10%	\$ 134.76	5.00%	\$ 67.38	\$ 1,549.73
City of Lakewood	yes	\$ 508.39	\$ 719.77	\$ 1,964.57	\$ 3,192.72	5%	\$ 159.64	0.00%	\$ -	\$ 3,352.36
City of Long Beach	yes	\$ 937.42	\$ 713.34	\$ 2,364.67	\$ 4,015.42	5%	\$ 200.77	0.00%	\$ -	\$ 4,216.19
City of Los Angeles	no	\$ 10,440.19			\$ 10,440.19	10%	\$ 1,044.02	5.00%	\$ 522.01	\$ 12,006.22
City of Lynwood	yes	\$ 675.36			\$ 675.36	5%	\$ 33.77	0.00%	\$ -	\$ 709.13
City of Maywood	yes	\$ 546.91			\$ 546.91	5%	\$ 27.34	0.00%	\$ -	\$ 574.26
City of Monrovia	no	\$ 779.87	\$ 638.68		\$ 1,418.55	10%	\$ 141.85	5.00%	\$ 70.93	\$ 1,631.33
City of Montebello	yes	\$ 799.10			\$ 799.10	5%	\$ 39.95	0.00%	\$ -	\$ 839.06
City of Monterey Park	no	\$ 776.96			\$ 776.96	10%	\$ 77.70	5.00%	\$ 38.85	\$ 893.51
City of Norwalk	yes		\$ 997.79	\$ 3,232.88	\$ 4,230.68	5%	\$ 211.53	0.00%	\$ -	\$ 4,442.21

**Harbor Toxic Upstream
FY 2024-2025 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 615.03			\$ 615.03	5%	\$ 30.75	0.00%	\$ -	\$ 645.78
City of Pasadena	no	\$ 1,316.91			\$ 1,316.91	10%	\$ 131.69	5.00%	\$ 65.86	\$ 1,514.44
City of Pico Rivera	yes	\$ 588.34	\$ 1,147.50		\$ 1,735.84	5%	\$ 86.79	0.00%	\$ -	\$ 1,822.63
City of Pomona	no		\$ 2,560.85		\$ 2,560.85	10%	\$ 256.08	5.00%	\$ 128.04	\$ 2,944.98
City of Rosemead	no	\$ 687.04			\$ 687.04	10%	\$ 68.70	5.00%	\$ 34.35	\$ 790.09
City of San Dimas	no		\$ 1,926.34		\$ 1,926.34	10%	\$ 192.63	5.00%	\$ 96.32	\$ 2,215.29
City of San Fernando	no	\$ 588.78			\$ 588.78	10%	\$ 58.88	5.00%	\$ 29.43	\$ 677.10
City of San Gabriel	no	\$ 650.54			\$ 650.54	10%	\$ 65.05	5.00%	\$ 32.53	\$ 748.12
City of San Marino	no	\$ 637.66			\$ 637.66	10%	\$ 63.77	5.00%	\$ 31.88	\$ 733.31
City of Santa Fe Springs	yes		\$ 881.94	\$ 3,376.10	\$ 4,258.03	5%	\$ 212.90	0.00%	\$ -	\$ 4,470.94
City of Sierra Madre	no	\$ 603.79			\$ 603.79	10%	\$ 60.38	5.00%	\$ 30.18	\$ 694.36
City of Signal Hill	yes	\$ 511.29			\$ 511.29	5%	\$ 25.56	0.00%	\$ -	\$ 536.86
City of South El Monte	no	\$ 591.55	\$ 662.30		\$ 1,253.85	10%	\$ 125.38	5.00%	\$ 62.69	\$ 1,441.93
City of South Gate	yes	\$ 763.37			\$ 763.37	5%	\$ 38.17	0.00%	\$ -	\$ 801.54
City of South Pasadena	no	\$ 625.39			\$ 625.39	10%	\$ 62.54	5.00%	\$ 31.27	\$ 719.19
City of Temple City	no	\$ 646.81			\$ 646.81	10%	\$ 64.68	5.00%	\$ 32.34	\$ 743.83
LA County Unincorporated	no	\$ 2,842.16	\$ 4,793.05	\$ 6,362.95	\$ 13,998.16	10%	\$ 1,399.82	5.00%	\$ 699.91	\$ 16,097.89
City of Vernon	yes	\$ 686.32			\$ 686.32	5%	\$ 34.32	0.00%	\$ -	\$ 720.64
City of Walnut	no		\$ 1,387.34		\$ 1,387.34	10%	\$ 138.73	5.00%	\$ 69.37	\$ 1,595.44
City of West Covina	no		\$ 1,988.13		\$ 1,988.13	10%	\$ 198.81	5.00%	\$ 99.41	\$ 2,286.35
City of Whittier	yes		\$ 848.22	\$ 5,146.55	\$ 5,994.76	5%	\$ 299.74	0.00%	\$ -	\$ 6,294.50
LACFCD	no	\$ 2,128.81	\$ 2,128.81	\$ 2,128.81	\$ 6,386.43	10%	\$ 638.64	5.00%	\$ 319.33	\$ 7,344.39
Total		\$43,437.13	\$ 42,576.18	\$ 42,576.18	\$ 128,589.48		\$ 10,485.31		\$ 4,055.86	\$ 143,130.64

NOTES:
The GWMA administration cost is as follows:
Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.
Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee =	5%
GWMA Non-Members Admin Fee =	10%
GWMA Indirect Fee =	5%

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 791.39			\$ 791.39	10%	\$ 79.14	5.00%	\$ 39.58	\$ 910.09
City of Arcadia	no	\$ 907.93	\$ 665.89		\$ 1,573.83	10%	\$ 157.38	5.00%	\$ 78.69	\$ 1,809.90
City of Artesia	yes		\$ 689.12	\$ 2,055.57	\$ 2,744.70	5%	\$ 137.23	0.00%	\$ -	\$ 2,881.93
City of Azusa	no		\$ 1,446.09		\$ 1,446.09	10%	\$ 144.61	5.00%	\$ 72.29	\$ 1,663.01
City of Baldwin Park	no		\$ 1,228.95		\$ 1,228.95	10%	\$ 122.90	5.00%	\$ 61.45	\$ 1,413.30
City of Bell	yes	\$ 611.46			\$ 611.46	5%	\$ 30.57	0.00%	\$ -	\$ 642.03
City of Bell Gardens	yes	\$ 605.91			\$ 605.91	5%	\$ 30.29	0.00%	\$ -	\$ 636.20
City of Bellflower	yes		\$ 810.12		\$ 810.12	5%	\$ 40.51	0.00%	\$ -	\$ 850.62
City of Bradbury	no	\$ 545.45	\$ 743.11		\$ 1,288.55	10%	\$ 128.86	5.00%	\$ 64.43	\$ 1,481.84
City of Burbank	no	\$ 1,139.74			\$ 1,139.74	10%	\$ 113.97	5.00%	\$ 56.99	\$ 1,310.70
City of Calabasas	no	\$ 742.14			\$ 742.14	10%	\$ 74.21	5.00%	\$ 37.11	\$ 853.46
City of Cerritos	yes		\$ 899.01	\$ 3,450.31	\$ 4,349.32	5%	\$ 217.47	0.00%	\$ -	\$ 4,566.78
City of Claremont	no		\$ 1,804.23		\$ 1,804.23	10%	\$ 180.42	5.00%	\$ 90.21	\$ 2,074.87
City of Commerce	yes	\$ 752.74			\$ 752.74	5%	\$ 37.65	0.00%	\$ -	\$ 790.38
City of Compton	yes	\$ 881.17			\$ 881.17	5%	\$ 44.06	0.00%	\$ -	\$ 925.23
City of Covina	no		\$ 1,248.56		\$ 1,248.56	10%	\$ 124.86	5.00%	\$ 62.44	\$ 1,435.84
City of Cudahy	yes	\$ 561.54			\$ 561.54	5%	\$ 28.09	0.00%	\$ -	\$ 589.62
City of Diamond Bar	no		\$ 1,259.57	\$ 3,807.58	\$ 5,067.15	10%	\$ 506.71	5.00%	\$ 253.36	\$ 5,827.22
City of Downey	yes	\$ 716.34	\$ 1,215.79		\$ 1,932.14	5%	\$ 96.61	0.00%	\$ -	\$ 2,028.74
City of Duarte	no	\$ 565.25	\$ 841.81		\$ 1,407.05	10%	\$ 140.71	5.00%	\$ 70.35	\$ 1,618.11
City of El Monte	no	\$ 768.84	\$ 859.26		\$ 1,628.10	10%	\$ 162.81	5.00%	\$ 81.41	\$ 1,872.32
City of Glendale	no	\$ 1,616.08			\$ 1,616.08	10%	\$ 161.61	5.00%	\$ 80.81	\$ 1,858.49
City of Glendora	no		\$ 1,896.62		\$ 1,896.62	10%	\$ 189.66	5.00%	\$ 94.83	\$ 2,181.12
City of Hawaiian Gardens	yes			\$ 2,006.10	\$ 2,006.10	5%	\$ 100.31	0.00%	\$ -	\$ 2,106.41
City of Hidden Hills	no	\$ 571.36			\$ 571.36	10%	\$ 57.14	5.00%	\$ 28.57	\$ 657.06
City of Huntington Park	yes	\$ 625.71			\$ 625.71	5%	\$ 31.29	0.00%	\$ -	\$ 656.99
City of Industry	no		\$ 1,673.71		\$ 1,673.71	10%	\$ 167.37	5.00%	\$ 83.70	\$ 1,924.76
City of Irwindale	no	\$ 574.89	\$ 1,335.44		\$ 1,910.33	10%	\$ 191.03	5.00%	\$ 95.53	\$ 2,196.88
City of La Canada Flintridge	no	\$ 827.84			\$ 827.84	10%	\$ 82.78	5.00%	\$ 41.39	\$ 952.02
City of La Habra Heights	no		\$ 739.62	\$ 3,079.29	\$ 3,818.91	10%	\$ 381.89	5.00%	\$ 190.96	\$ 4,391.74
City of La Mirada	yes			\$ 4,023.31	\$ 4,023.31	5%	\$ 201.17	0.00%	\$ -	\$ 4,224.48
City of La Puente	no		\$ 943.19		\$ 943.19	10%	\$ 94.32	5.00%	\$ 47.15	\$ 1,084.67
City of La Verne	no		\$ 1,379.22		\$ 1,379.22	10%	\$ 137.92	5.00%	\$ 68.96	\$ 1,586.10
City of Lakewood	yes	\$ 520.32	\$ 736.66	\$ 2,010.68	\$ 3,267.67	5%	\$ 163.38	0.00%	\$ -	\$ 3,431.05
City of Long Beach	yes	\$ 959.42	\$ 730.08	\$ 2,420.17	\$ 4,109.67	5%	\$ 205.48	0.00%	\$ -	\$ 4,315.16
City of Los Angeles	no	\$ 10,685.26			\$ 10,685.26	10%	\$ 1,068.53	5.00%	\$ 534.26	\$ 12,288.05
City of Lynwood	yes	\$ 691.22			\$ 691.22	5%	\$ 34.56	0.00%	\$ -	\$ 725.78
City of Maywood	yes	\$ 559.75			\$ 559.75	5%	\$ 27.98	0.00%	\$ -	\$ 587.74
City of Monrovia	no	\$ 798.17	\$ 653.67		\$ 1,451.85	10%	\$ 145.18	5.00%	\$ 72.59	\$ 1,669.62
City of Montebello	yes	\$ 817.86			\$ 817.86	5%	\$ 40.88	0.00%	\$ -	\$ 858.75
City of Monterey Park	no	\$ 795.20			\$ 795.20	10%	\$ 79.52	5.00%	\$ 39.76	\$ 914.48
City of Norwalk	yes		\$ 1,021.21	\$ 3,308.77	\$ 4,329.98	5%	\$ 216.50	0.00%	\$ -	\$ 4,546.48

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 629.46			\$ 629.46	5%	\$ 31.47	0.00%	\$ -	\$ 660.94
City of Pasadena	no	\$ 1,347.82			\$ 1,347.82	10%	\$ 134.78	5.00%	\$ 67.40	\$ 1,549.99
City of Pico Rivera	yes	\$ 602.15	\$ 1,174.43		\$ 1,776.58	5%	\$ 88.83	0.00%	\$ -	\$ 1,865.41
City of Pomona	no		\$ 2,620.96		\$ 2,620.96	10%	\$ 262.10	5.00%	\$ 131.05	\$ 3,014.10
City of Rosemead	no	\$ 703.16			\$ 703.16	10%	\$ 70.32	5.00%	\$ 35.16	\$ 808.64
City of San Dimas	no		\$ 1,971.55		\$ 1,971.55	10%	\$ 197.16	5.00%	\$ 98.58	\$ 2,267.29
City of San Fernando	no	\$ 602.60			\$ 602.60	10%	\$ 60.26	5.00%	\$ 30.12	\$ 692.99
City of San Gabriel	no	\$ 665.81			\$ 665.81	10%	\$ 66.58	5.00%	\$ 33.29	\$ 765.68
City of San Marino	no	\$ 652.63			\$ 652.63	10%	\$ 65.26	5.00%	\$ 32.63	\$ 750.52
City of Santa Fe Springs	yes		\$ 902.64	\$ 3,455.34	\$ 4,357.98	5%	\$ 217.90	0.00%	\$ -	\$ 4,575.88
City of Sierra Madre	no	\$ 617.97			\$ 617.97	10%	\$ 61.80	5.00%	\$ 30.89	\$ 710.66
City of Signal Hill	yes	\$ 523.29			\$ 523.29	5%	\$ 26.16	0.00%	\$ -	\$ 549.46
City of South El Monte	no	\$ 605.44	\$ 677.84		\$ 1,283.28	10%	\$ 128.33	5.00%	\$ 64.16	\$ 1,475.77
City of South Gate	yes	\$ 781.29			\$ 781.29	5%	\$ 39.06	0.00%	\$ -	\$ 820.36
City of South Pasadena	no	\$ 640.06			\$ 640.06	10%	\$ 64.01	5.00%	\$ 32.00	\$ 736.07
City of Temple City	no	\$ 661.99			\$ 661.99	10%	\$ 66.20	5.00%	\$ 33.10	\$ 761.29
LA County Unincorporated	no	\$ 2,908.87	\$ 4,905.56	\$ 6,512.31	\$ 14,326.74	10%	\$ 1,432.67	5.00%	\$ 716.34	\$ 16,475.75
City of Vernon	yes	\$ 702.43			\$ 702.43	5%	\$ 35.12	0.00%	\$ -	\$ 737.55
City of Walnut	no		\$ 1,419.91		\$ 1,419.91	10%	\$ 141.99	5.00%	\$ 71.00	\$ 1,632.89
City of West Covina	no		\$ 2,034.80		\$ 2,034.80	10%	\$ 203.48	5.00%	\$ 101.74	\$ 2,340.02
City of Whittier	yes		\$ 868.13	\$ 5,267.35	\$ 6,135.48	5%	\$ 306.77	0.00%	\$ -	\$ 6,442.25
LACFCD	no	\$ 2,178.78	\$ 2,178.78	\$ 2,178.78	\$ 6,536.34	10%	\$ 653.63	5.00%	\$ 326.83	\$ 7,516.79
Total		\$44,456.74	\$ 43,575.57	\$ 43,575.57	\$ 131,607.88		\$ 10,731.43		\$ 4,151.06	\$ 146,490.37

NOTES:
The GWMA administration cost is as follows:
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Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee =	5%
GWMA Non-Members Admin Fee =	10%
GWMA Indirect Fee =	5%

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF SANTA FE SPRINGS

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 8, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the City of Santa Fe Springs, (the “Permittee”).

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term “MS4 Permittees” shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order (“MS4 Permit”) issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”);

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively “Monitoring Stations”) to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A"**, (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

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

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Fourteen Thousand Four Hundred Forty-Nine Dollars and Ninety-Two Cents (\$14,449.92) for the initial payment ("Initial Payment Amount"), for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Seven Thousand Eight Hundred Eighty-Two Dollars and Twenty-Four Cents (\$7,882.24) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative

costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) **Administrative Costs.** As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge three percent (3%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The

GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall

be returned to the Permittee.

Section 12. Miscellaneous.

(a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
thaddeusmccormack@santafesprings.org

(b) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(c) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(d) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(e) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(f) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be

affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(i) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(j) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Christopher S. Cash
GWMA Chair

DATE: _____

PERMITTEE
City of Santa Fe Springs

Signature

Print Name

Print Title

EXHIBIT "A"
COST SHARE MATRIX
ATTACHED

Harbor Toxics TMDL Monitoring Los Angeles River Watersheds

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	\$653	\$687	\$1,340	\$356	\$375	\$731
	Burbank	11,095	3.0%	\$653	\$1,561	\$2,214	\$356	\$852	\$1,208
	Calabasas	4,006	1.1%	\$653	\$564	\$1,217	\$356	\$307	\$664
	Glendale	19,588	5.3%	\$653	\$2,756	\$3,409	\$356	\$1,503	\$1,860
	Hidden Hills	961	0.3%	\$653	\$135	\$788	\$356	\$74	\$430
	La Canada Flintridge	5,534	1.5%	\$653	\$779	\$1,432	\$356	\$425	\$781
	Los Angeles	181,288	48.8%	\$653	\$25,511	\$26,164	\$356	\$13,915	\$14,271
	Montebello	5,356	1.4%	\$653	\$754	\$1,407	\$356	\$411	\$767
	Monterey Park	4,952	1.3%	\$653	\$697	\$1,350	\$356	\$380	\$736
	Pasadena	14,805	4.0%	\$653	\$2,083	\$2,737	\$356	\$1,136	\$1,493
	Rosemead	3,311	0.9%	\$653	\$466	\$1,119	\$356	\$254	\$610
	San Gabriel	2,645	0.7%	\$653	\$372	\$1,025	\$356	\$203	\$559
	San Marino	2,410	0.6%	\$653	\$339	\$992	\$356	\$185	\$541
	South Pasadena	2,186	0.6%	\$653	\$308	\$961	\$356	\$168	\$524
Temple City	2,577	0.7%	\$653	\$363	\$1,016	\$356	\$198	\$554	
Unincorporated	40,553	10.9%	\$653	\$5,707	\$6,360	\$356	\$3,113	\$3,469	
Lower Los Angeles River Watershed	Downey	3,546	1.0%	\$1,306	\$499	\$1,805	\$713	\$272	\$985
	Lakewood	51	0.0%	\$1,306	\$7	\$1,313	\$713	\$4	\$716
	Long Beach	12,301	3.3%	\$1,306	\$1,731	\$3,037	\$713	\$944	\$1,657
	Lynwood	3,098	0.8%	\$1,306	\$436	\$1,742	\$713	\$238	\$950
	Paramount	1,997	0.5%	\$1,306	\$281	\$1,587	\$713	\$153	\$866
	Pico Rivera	1,510	0.4%	\$1,306	\$212	\$1,519	\$713	\$116	\$828
	Signal Hill	774	0.2%	\$1,306	\$109	\$1,415	\$713	\$59	\$772
	South Gate	4,704	1.3%	\$1,306	\$662	\$1,968	\$713	\$361	\$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	\$1,493	\$973	\$2,466	\$814	\$531	\$1,345
	Azusa	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Bradbury	512	0.1%	\$1,493	\$72	\$1,565	\$814	\$39	\$854
	Duarte	832	0.2%	\$1,493	\$117	\$1,610	\$814	\$64	\$878
	Monrovia	5,056	1.4%	\$1,493	\$711	\$2,204	\$814	\$388	\$1,202
	Sierra Madre	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
	Unincorporated	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
Upper Reach 2 Group	Bell	1,676	0.5%	\$1,493	\$236	\$1,729	\$814	\$129	\$943
	Bell Gardens	1,577	0.4%	\$1,493	\$222	\$1,715	\$814	\$121	\$935
	Commerce	4,195	1.1%	\$1,493	\$590	\$2,083	\$814	\$322	\$1,136
	Cudahy	786	0.2%	\$1,493	\$111	\$1,603	\$814	\$60	\$875
	Huntington Park	1,930	0.5%	\$1,493	\$272	\$1,764	\$814	\$148	\$962
	Maywood	754	0.2%	\$1,493	\$106	\$1,599	\$814	\$58	\$872
	Vernon	3,298	0.9%	\$1,493	\$464	\$1,957	\$814	\$253	\$1,067
Other	El Monte	4,482	1.2%	\$5,225	\$631	\$5,856	\$2,850	\$344	\$3,194
	South El Monte	1,577	0.4%	\$5,225	\$222	\$5,447	\$2,850	\$121	\$2,971
LACFCD (5%)	--	--	--	--	\$5,500	--	--	\$3,000	
Totals		371,303	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

Carson	54		\$5,225	\$8	\$5,233	\$2,850	\$4	\$2,854
Compton	6,060		\$5,225	\$848	\$6,073	\$2,850	\$485	\$3,335
San Fernando	1,518		\$653	\$213	\$866	\$356	\$116	\$472

Harbor Toxics TMDL Monitoring
Los Angeles River Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000

Harbor Toxics TMDL Monitoring San Gabriel River Watersheds

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	\$1,493	\$41	\$1,534	\$814	\$22	\$837
	Azusa	5,952	3.6%	\$1,493	\$1,897	\$3,389	\$814	\$1,035	\$1,849
	Bradbury	704	0.4%	\$1,493	\$224	\$1,717	\$814	\$122	\$937
	Duarte	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Monrovia	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Sierra Madre	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Unincorporated	1,344	0.8%	\$1,493	\$428	\$1,921	\$814	\$234	\$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	\$1,742	\$1,381	\$3,123	\$950	\$753	\$1,703
	Covina	4,481	2.7%	\$1,742	\$1,428	\$3,170	\$950	\$779	\$1,729
	Glendora	9,307	5.7%	\$1,742	\$2,966	\$4,707	\$950	\$1,618	\$2,568
	Industry	7,647	4.7%	\$1,742	\$2,437	\$4,178	\$950	\$1,329	\$2,279
	La Puente	2,207	1.3%	\$1,742	\$703	\$2,445	\$950	\$384	\$1,334
	Unincorporated	40,812	24.9%	\$1,742	\$13,005	\$14,746	\$950	\$7,093	\$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	\$2,613	\$1,845	\$4,457	\$1,425	\$1,006	\$2,431
	La Verne	5,030	3.1%	\$2,613	\$1,603	\$4,215	\$1,425	\$874	\$2,299
	Pomona	7,929	4.8%	\$2,613	\$2,527	\$5,139	\$1,425	\$1,378	\$2,803
	San Dimas	8,539	5.2%	\$2,613	\$2,721	\$5,333	\$1,425	\$1,484	\$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	\$1,045	\$387	\$1,432	\$570	\$211	\$781
	Cerritos	5,645	3.4%	\$1,045	\$1,799	\$2,844	\$570	\$981	\$1,551
	Diamond Bar	4,563	2.8%	\$1,045	\$1,454	\$2,499	\$570	\$793	\$1,363
	Downey	4,237	2.6%	\$1,045	\$1,350	\$2,395	\$570	\$736	\$1,306
	Lakewood	1,293	0.8%	\$1,045	\$412	\$1,457	\$570	\$225	\$795
	Long Beach	2,138	1.3%	\$1,045	\$681	\$1,726	\$570	\$372	\$942
	Norwalk	6,246	3.8%	\$1,045	\$1,990	\$3,035	\$570	\$1,086	\$1,656
	Pico Rivera	3,929	2.4%	\$1,045	\$1,252	\$2,297	\$570	\$683	\$1,253
	Santa Fe Springs	5,683	3.5%	\$1,045	\$1,811	\$2,856	\$570	\$988	\$1,558
	Whittier	9,382	5.7%	\$1,045	\$2,990	\$4,035	\$570	\$1,631	\$2,201
Other	El Monte	1,577	1.0%	\$2,613	\$503	\$3,115	\$1,425	\$274	\$1,699
	Irwindale	6,152	3.8%	\$2,613	\$1,960	\$4,573	\$1,425	\$1,069	\$2,494
	South El Monte	1,823	1.1%	\$2,613	\$581	\$3,193	\$1,425	\$317	\$1,742
	Walnut	5,757	3.5%	\$2,613	\$1,834	\$4,447	\$1,425	\$1,001	\$2,426
LACFCD (5%)	--	--	--	--	\$5,500	--	--	\$3,000	
Totals		163,974	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

La Habra Heights	700		\$2,613	\$224	\$2,837	\$1,425	\$119	\$1,544
West Covina	10,283		\$1,742	\$3,291	\$5,033	\$950	\$1,748	\$2,698

Harbor Toxics TMDL Monitoring
San Gabriel River Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000

**Harbor Toxics TMDL Monitoring
Coyote Creek Watersheds**

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Lower San Gabriel River	Artesia	1,037	2.0%	\$2,613	\$1,062	\$3,675	\$1,425	\$579	\$2,004
	Cerritos	5,645	11.1%	\$2,613	\$5,781	\$8,394	\$1,425	\$3,153	\$4,578
	Diamond Bar	4,563	8.9%	\$2,613	\$4,673	\$7,286	\$1,425	\$2,549	\$3,974
	Hawaiian Gardens	614	1.2%	\$2,613	\$629	\$3,241	\$1,425	\$343	\$1,768
	La Mirada	5,018	9.8%	\$2,613	\$5,139	\$7,752	\$1,425	\$2,803	\$4,228
	Lakewood	1,293	2.5%	\$2,613	\$1,324	\$3,937	\$1,425	\$722	\$2,147
	Long Beach	2,138	4.2%	\$2,613	\$2,190	\$4,802	\$1,425	\$1,194	\$2,619
	Norwalk	6,246	12.2%	\$2,613	\$6,397	\$9,009	\$1,425	\$3,489	\$4,914
	Santa Fe Springs	5,683	11.1%	\$2,613	\$5,820	\$8,433	\$1,425	\$3,175	\$4,600
	Whittier	9,382	18.4%	\$2,613	\$9,608	\$12,221	\$1,425	\$5,241	\$6,666
Other	Unincorporated	9,400	18.4%	\$26,125	\$9,627	\$35,752	\$14,250	\$5,251	\$19,501
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
Totals		51,019	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincorporated will change as shown below.

La Habra Heights	3,242		\$13,063	\$3,307	\$16,369	\$7,125	\$1,816	\$8,941
Unincorporated	9,400		\$13,063	\$9,588	\$22,651	\$7,125	\$5,264	\$12,389

Harbor Toxics TMDL Monitoring
Coyote Creek Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Wayne M. Morrell, Director of Planning

**SUBJECT: BUILDING PLAN CHECK AND INSPECTION SERVICES –
AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSAL (RFP)**

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the Director of Planning to advertise a Request For Proposal for Building Plan Check and Inspection Services; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There would be no impact to the City's General Funds. The cost of the service will be paid by plan check and permit issuance fees. Any additional fees collected will be used to cover administrative and overhead costs of the City.

BACKGROUND/DISCUSSION:

Staff has prepared the attached RFP to solicit proposals from qualified firms to provide for building plan check and inspection services. Historically, the City has contracted with Los Angeles County for comprehensive building plan check and inspection services. The County has provided this service to the City since the City's incorporation on June 15, 1957.

Pursuant to the terms of the agreement, the City provides an office area, within the Planning Department at City Hall, and without charge, to the County for its administration of the functions of the Building and Safety Division. Two part-time, County plan check

engineers and a full-time building inspector operate out of the Santa Fe Springs office. The plan check engineers review structural and architectural plans while Mechanical, Electrical, Plumbing (MEP), and Grading plan checks are reviewed at the County's main office in the City of Alhambra. For MEPs, plans are uploaded to LA County BSOP online portal: <https://dpw.lacounty.gov/bsd/bsop/>. Structural and architectural plan checks are done at City Hall.

City Staff, consisting of a Building Permit Technician II, and a Planning Program Assistant, supplemented by an Administrative Assistant, coordinates with County staff for the scheduling of inspections, issuing of Certificate of Occupancy, issuing permits, and collecting plan check and inspection fees.

The current contract, which became effective January 9, 1964, continues in full force and effect with automatic renewals from year to year with successive one (1) year periods thereafter, unless otherwise terminated by the end of any term, by either party. To terminate the contract, the City must notify the County of its intent to terminate building services by May 31, with termination effective on June 30 of that same year.

The RFP is in response to delayed plan check turnaround and to a lesser degree, poor customer service. To ensure a smooth transition of duties for the selected firm, the RFP is being initiated now, well in advance of the July 1, 2024 contract termination date. The RFP schedule calls for RFP submittals due on December 8, 2023, with evaluation in the second week of January 2024, and an award of contract at the City Council meeting of January 16, 2024. By this selection schedule, the City Council and Staff will have sufficient time to coordinate with the selected firm on the transition planning and preparation process culminating in the complete transition of building plan check and inspection duties effective July 1, 2024.

This is not the first time that the City has solicited proposals for building plan check and inspection services. In January 2010, in response to community complaints primarily involving delayed plan check turnaround and poor customer relations, City Staff initiated an RFP. Eventually, several firms were selected to *augment* the services already provided by the County, but not to replace the County. The termination was deferred based on a plan-of-action to improve customer relations and service delivery.

During the 2010 RFP process, one suggestion was that the City retained multiple firms to perform full-time plan check and inspection services. For instance, it was suggested that one firm be assigned residential projects while another firm be assigned commercial and industrial projects. While in theory that idea sounded desirable, research with private plan check and inspection firms revealed that, in practice, such an arrangement would create significant, if not counter-productive, liability and accountability problems.

Additionally, State law requires that every city must have a credentialed Chief Building Official (CBO). For Santa Fe Springs, back then and now, the CBO role is currently held by LA County. The research confirmed that it is highly unlikely that multiple firms would be willing to share the role of CBO. This arrangement was considered undesirable and

inefficient due to the difficulties with tracking split duties, assignments, and responsibilities. It was generally agreed that a single firm designated as CBO and providing the full range of turnkey building plan check and inspection services was the most efficient, effective and economical arrangement.

ENVIRONMENTAL:

N/A

ANALYSIS:

After almost seven decades of the City exclusively contracting with the County for plan check and inspection service, the City is seeking to replace the County with a private firm. This is due in part to a myriad of issues, including, but not limited to, long plan check turn-around times; long time between request for inspection and the date of the inspection; poor customer service; lack of interconnectivity between the County computer system and the City's computer system; the inability of the County to generate a valuation table; the County's use of a DOS-based instead of a contemporary Window-based permitting/tracking system, the general bureaucracy of the County's system, and finally, the acknowledgement by the County that they cannot, for various reasons, provide the service to the City that the City deserves and that the County is capable of providing. Through this RFP process, the City hopes to select a firm that will provide plan check and inspection services that is customer service focused, flexible and efficient.

NEXT STEPS:

Upon approval of the City Council of the recommended actions Staff will post the RFP on the City's website and email a cover letter with the link to the City website, to a number of firms that provide plan check and inspection services.

ATTACHMENT:

1. Attachment A - RFP For Plan Check and Inspection Services

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

REQUEST FOR PROPOSAL (RFP) BUILDING PLAN CHECK & INSPECTION SERVICES



Department of Planning and Development



I. INTRODUCTION/BACKGROUND

The City of Santa Fe Springs (“City”) is soliciting proposals from qualified firms to provide building plan check and inspection services. The City is committed to providing the most efficient and timely customer service possible to meet the needs of the community. The selected firm(s) will be expected to provide excellent front-line customer service to the City’s residents, businesses, and visitors by responding quickly and effectively to walk-ins and telephone and electronic inquiries of the public related to services. The selected firm(s) may also be required to develop, establish or recommend City policies and procedures to maintain or improve City’s Building and Safety operations. The selected firm(s) will be expected to work closely with all City departments and ensure that appropriate requirements of those departments are incorporated in the standards and processes. The tasks are more particularly described in the **Scope of Work**.

The deadline for submitting proposals is 5:00 pm, December 8, 2023. No facsimiles or electronic transmissions will be accepted. The RFP is located on the City’s website at: https://www.santafesprings.org/our_community/services/bids_proposals.php.

For more information concerning the submission requirements, please refer to Section VII. The City intends to follow, but will not be bound by, the following timeline:

Distribution of RFP	November 8, 2023
Deadline to Submit Proposals	December 8, 2023 at 5:00 p.m.
Review of Submittals	December 11-21, 2023
Schedule Interviews	January 8-11, 2024
City Council Award of Contract	January 16, 2024

For further information and questions concerning this RFP, please send your questions to Mr. Wayne M. Morrell, Director of Planning, at waynemorrell@santafesprings.org, with copy to Anh Wood, Administrative Assistant, at anhwood@santafesprings.org, on all inquiries. All requests for information and responses to questions will be posted on the City’s website. Please check the City’s website for the latest information and queries concerning this RFP.

City of Santa Fe Springs:

The City Santa Fe Springs was incorporated in 1957. It is approximately 8.9 square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the I-5 and I-605 Freeways. Telegraph Road is the City’s main thoroughfare. Per the U.S. Census Bureau Quick Facts and data from the 2021 American Community Survey, 5-Year Estimates, the City has 18,439 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses: 3,500 acres industrial, 520 acres residential, 315 acres commercial, 115 acres public/institutional facilities, and 125 acres designated as parks and open space.

Government: The City Council consists of five members elected from the City at-large who serve four-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem to serve a one-year term.

II. BUILDING AND SAFETY DIVISION

Historically, the City has contracted with Los Angeles County for comprehensive building plan check and inspection services. Pursuant to the terms of the agreement, the City provides an office area, within the Planning Department at City Hall to the County for its administration of the functions of the Building and Safety Division. The computers used for plan checks are County issued and there is no connectivity between the County's computers and the City's computers. Mechanical, Electrical, Plumbing (MEP), and Grading plan checks are done at the County's main office in the City of Alhambra. For MEPs, plans are uploaded to LA County BSOP online portal: <https://dpw.lacounty.gov/bsd/bsop/>. Structural and architectural plan checks are conducted at City Hall.

The Building and Safety Division has two part-time plan check engineers and a full-time building inspector. The engineers use Bluebeam for plan checks. On Wednesdays, a building inspector assists with inspections. City staff, consisting of a Building Permit Technician II, and a Planning Program Assistant, supplemented by an Administrative Assistant, is responsible for the issuance of permits and the processing and collecting of all plan check and inspection fees. The City is in the process of hiring a Building Permit Technician I and a Building Permit Technician II.

Permit Viewer: Applicants can view open permits or research permits that have been issued commencing from September 2009 to present, for properties located within the City, by visiting: <http://dpw.lacounty.gov/bsd/bpv/>. For permits issued prior to September 2009 a visit to the Building Department, during public counter hours, is necessary.

Building Code: The City of Santa Fe Springs currently uses the following Building Codes:

- 2023 County of Los Angeles Building Code (Title 26)
- 2023 County of Los Angeles Electrical Code (Title 27)
- 2023 County of Los Angeles Plumbing Code (Title 28)
- 2023 County of Los Angeles Mechanical Code (Title 29)
- 2023 County of Los Angeles Residential Code (Title 30)
- 2023 County of Los Angeles Green Building Standards Code (Title 31)
- 2023 County of Los Angeles Existing Building Code (Title 33)

Counter Hours: The Building Department public counter is open between 7:30 a.m. to 11:30 a.m. and 2:00 p.m. to 4:30 p.m. Mondays through Thursdays. City Hall is closed every Friday. The Plan Check Engineers are available during the counter hours of 8:30 a.m. - 11:30 a.m. The building inspector is available from 7:30 - 8:30 a.m. to answer questions; thereafter, he is out in the field conducting inspections. After his inspections, he returns to the office to do paperwork in preparation for the next day. The Building inspector conducts inspections on Fridays, although City Hall is closed. Plan checks also occurs remotely, on Fridays.

Building Plan Check Submittal Process:

Similar to other cities, COVID-19 dramatically impacted the City's plan check submittal process. Prior to COVID-19, the majority of plan checks were in person and paper plans were the norm. Since COVID-19, the City has migrated to a digital plan check submittal

process, though there is the occasional paper submittal. It is important to note that other City departments, including the Fire Department, has not as yet instituted an electronic plan check process.

The following explains the City's plan check process:

- **Digital plan check submittal packages format:** Applicant submits a [building permit application](#), both sides completed, with full description of scope of work and valuation specified, in a single PDF file.
- **The single pdf file**, shall include both architectural and structural sheets. The sheets shall be in order, in a horizontal direction, right side up, and the file **“unlocked and unsecured”**.
- If deemed necessary by the Project Planner or the Plan Check Engineer, a **separate single pdf file** of the Electrical, Mechanical, and Plumbing plans, may be required.
- If deemed necessary by the Plan Check Engineer, an unlocked single pdf copy of the **structural calculations, energy calculations, and soils reports, cut-sheets, ICC or City of LA research reports, product information sheet etc.**, may be required.
- PDF files shall be clearly named (labeled) (i.e., 11710 Telegraph Road-rack calculations). Any incomplete submittal packages not following directions shall not be accepted for screening and may cause further delays. All submittal packages may be sent via “Dropbox”, “WeTransfer”, or by emailing attachments that contain all the requested material or any other approved similar means. Multiple emails, I-clouds, or Google drive are not acceptable means.

III. PLAN REVIEW-PLANNING DEPARTMENT REVIEW

1. A digital copy of the proposed plans (plan may also be submitted via Box.com) is submitted, via e-mail to: teresacavallo@santafesprings.org.
2. Within 2-3 business days, a project planner from the Planning Department will be assigned to review the architectural plans for compliance with the City's Zoning Ordinance.
3. The project planner will either provide the applicant with corrections or authorize the plans for submittal to the Building Department for plan check. If corrections are required, the applicant will need to revise the plans prior to submittal for Building Plan check. The typical turnaround for Planning review is 1-2 weeks.
4. Revisions must be resubmitted by e-mail. For rechecks, the revised plan check package, the original marked plan check package, and all corrections list must be resubmitted digitally.
5. Before the plans are approved or otherwise authorized for plan check submittal by Planning, the applicant will need to provide the project planner with a completed building permit application.

6. Once the project planner has confirmed that the architectural plans comply with all applicable Zoning Ordinance requirements, the project planner will then forward the proposed plans and completed building permit application to the Building Department for their review.

IV. PLAN REVIEW-BUILDING DEPARTMENT REVIEW

1. The Building Plan Check Engineer reviews the plan check package for completeness.
2. Once the plan check package is deemed complete, Building staff will process the application(s) and contact the applicant to obtain payment. Once payment is received, the applicant will be provided with an agency referral sheet, which advises the applicant on what other agency clearances are required prior to the issuance of any permits. If corrections are required, the Plan Check Engineer will contact the applicant via e-mail.
3. If deemed necessary by the Building Department, additional plans must be submitted to various agencies, including the Department of Fire-Rescue at 11300 Greenstone Avenue, for Fire Plan check.
4. Revisions must be resubmitted by e-mail. For rechecks, the revised plan check package, the original marked plan check package, and all correction lists must be resubmitted digitally.
5. Once all comments and corrections issued by the Building Department have been satisfied, the Building Department will provide their respective approval. If Planning has not already provided their approval on the plans, the project planner will provide an approval stamp following Building Department approval.
6. Once all required approvals have been obtained from the various departments and agencies, Building Department staff will contact the applicant to make arrangements for pulling permits. Once permits are issued, construction may begin.
7. The Building Inspector inspects the construction progress until project completion.

V. HISTORICAL ACTIVITY LEVELS AND REVENUES

Building Permit	FY 2020-21	FY 2021-22	FY 2022-23
Building Permits Issued	385	450	567
Building Permits Valuations	\$50,105,689.00	\$61,129,825.00	\$133,607,486.00
Building Plan Checks Processed	255	298	308
Building Plan Checks Valuations	\$64,745,590.00	\$118,916,010.00	\$156,833,520.00
Building Permit Plan Check Fees Collected	\$568,596.30	\$1,036,981.39	\$1,286,680.80
Building Permit Fees Collected	\$589,315.30	\$680,835.05	\$1,418,676.80
Total Fees Collected	\$1,157,884.60	\$2,617,816.44	\$2,705,357.60

Mechanical Permits	FY 2020-21	FY 2021-22	FY 2022-23
Mechanical Permits Issued	104	113	172
Mechanical Plan Checks Processed	8	14	11
Mechanical Permit Plan Check Fees Collected	\$3,117.40	\$5,030.30	\$9,373.94
Mechanical Permit Fees Collected	\$33,540.20	\$22,688.60	\$49,181.50
Total Fees Collected	\$36,657.60	\$27,718.90	\$58,555.44

Electrical Permits	FY 2020-21	FY 2021-22	FY 2022-23
Electrical Permits Issued	233	231	422
Electrical Plan Checks Processed	31	33	49
Electrical Permit Plan Check Fees Collected	\$58,269.28	\$27,589.70	\$52,587.26
Electrical Permit Fees Collected	\$121,504.60	\$81,808.20	\$177,517.20
Total Fees Collected	\$179,773.88	\$109,397.90	\$230,104.46

Plumbing Permit	FY 2020-21	FY 2021-22	FY 2022-23
Plumbing Permits Issued	104	110	172
Plumbing Plan Checks Processed	9	15	11
Plumbing Plan Check Fees Collected	\$4,804.20	\$4,515.30	\$6,129.59
Plumbing Permit Fees Collected	\$38,264.50	\$24,534.10	\$45,186.80
Total Fees Collected	\$43,068.70	\$29,049.40	\$51,316.39

Sewer Permit	FY 2020-21	FY 2021-22	FY 2022-23
Sewer Permits Issued	15	14	78
Sewer Permit Fees Collected	\$8,125.50	\$1,146.15	\$6,135.20

Grading Permit	FY 2020-21	FY 2021-22	FY 2022-23
Grading Permits Issued	5	9	14

Grading Plan Checks Processed	11	20	20
Grading-Cubic Yards of Grading	111,855	96,627	153,128
Grading Plan Check Fees Collected	\$24,409.90	\$43,142.63	\$51,366.23
Grading Permit Fees Collected	\$10,312.10	\$15,028.20	\$29,632.80
Total Fees Collected	\$34,722.00	\$58,170.83	\$80,999.03

Inspections		FY2021-22	FY 2022-23
Yearly	N/A	1,536	1,624

VI. SCOPE OF SERVICES

The following is an outline of the anticipated scope of services to be provided:

Building and Safety Services

- a. Serve as City's Contract Building Official, and provide necessary staffing for Plan Check, Inspection, and Building/Code Enforcement.
- b. Review plans and specifications relating to grading, drainage, electrical,* plumbing, mechanical, energy conservation**, access compliance, green building standards, and BMPs*** to confirm compliance with applicable Codes and amendments adopted by the City.

***NOTE:** Because most of the City is within a Methane Zone, familiarity with Chapter 5 of the LA County Electrical Code, Class I, Division 1 and 2; Class II, Divisions 1 and 2; and Class II, Divisions 1 and 2, is imperative.

****NOTE:** Familiarity with the Home Energy Rating System (HERS) process is imperative.

*****NOTE:** Familiarity with Best Management Practices (BMPs) is imperative, including inspections of grading sites before and after a rain event to ensure erosion plans are in place and working.

- c. Manage the building inspection function related to grading*, structural, plumbing, electrical and mechanical standards, and other building site issues, ensuring compliance with all applicable codes and regulations.
***NOTE:** Pre-grading meetings are required.
- d. Review submitted plans for planning or zoning review prior to the plan check process. This may include conceptual or preliminary plans, architectural plans, site plans, and preliminary grading plans.
- e. Respond to and resolve inquiries from the public and contractors regarding complaints, codes and other issues with projects, virtually, over the phone, at the counter and via emails.
- f. Monitor trends, legislation, and standard practices and advise the City on appropriate codes, policies, procedures, and practices to adopt.
- g. Prepare and process updates to the building code and related codes every three years or as otherwise required. Prepare ordinances, staff reports, and related

- supporting documents and attend public meetings.
- h. Assist City staff with data gathering and preparation of reports as required by State law, including, but not limited to reports for the Los Angeles County Congestion Management Program, Low Impact Development, AB 1881, and the state Department of Housing and Community Development.
 - i. Implement and maintain awareness of other City codes that overlap with building and safety, including but not limited to property maintenance and zoning codes.
 - j. Prepare, implement, and enforce policies and procedures. Provide recommendations and assist with implementation of new procedures as required in response to new legislation (e.g., accessory dwelling units, online solar system and electric vehicle charger permits).
 - k. Review proposed grading, drainage, and improvement plans for private development.
 - l. Inspect onsite sewer mains, storm drains, driveways, and other facilities under construction.
 - m. Recommend conditions of approval for proposed development projects.
 - n. Enforce compliance with building and safety codes, including housing codes and ordinances in existing buildings, and arrange reviews and coordinate enforcement by other agencies or City staff as necessary.
 - o. Oversee final inspection for construction projects at completion for issuance of certificate of occupancy.
 - p. Implement and administer permit-tracking system, building inspection records maintenance, and plans status. Prepare monthly and annually reports on service activities.
 - q. Make presentations to the City Council, commissions and other groups; explain division policies to the public, developers and builders.
 - r. Advise the City Manager and Director of Planning, and other division heads on building services activities.
 - s. Prepare building and safety code violations cases for submittal to the City Attorney's office and testify as an expert witness in court cases involving property maintenance issues and code violation issues.
 - t. Investigate residential, commercial, and industrial Code violations, by inspecting sites, meeting with owners/tenants to verify accuracy of complaints, and determining corrective actions to be taken.
 - u. In the event of a local, regional or national emergency of disaster, personnel shall be accessible, available and prepared to provide Building and Safety services as directed by the City, including reporting to the City's Emergency Operations Center.
 - v. Personnel shall also be available for inspections during after-hours emergency situations.
 - w. Make determination on the approval and use of alternative materials and methods of construction.
 - x. Issue Certificates of Occupancy for building and structures.
 - y. During inspections or when requested by the City, issue stop/correct work notices, or notices of violation when violations of the Codes occur.
 - z. Input daily inspection information into a permit tracking system that is accessible

to City staff.

- aa. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- bb. Coordinate building permit requirements and interface with other agencies and City Departments, including but not limited to Public Works, Planning, and Fire.. This also includes Building Division review, comments and provision of "conditions of approval" for site plans and building plans as part of discretionary planning applications.
- cc. Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.
- dd. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.
- ee. Establish, maintain and update all forms in compliance with City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.
- ff. Provide a chart/matrics, showing *standard turn-around times* for various plan checks (residential, commercial, industrial, rechecks), *expedited/Fast track turn-around times*, and *building inspections*.
- gg. Provide the latest Building Valuation Data from the International Code Council or other similar agency to be used to determine permit fees. If a Permit Fee Multiplier is used, indicate the amount or percentage. A Valuation table is required.
- hh. Provide a system to assign addresses to new buildings and a method to notify the postal service or other agencies of the new addresses.
- ii. Institute a process to notify utility companies to release meters.

Once a consultant(s) is selected, the City and the selected consultant(s) will jointly review the most efficient and effective service approach and establish staffing level and needs, and number of days and hours for the Building Official Staff to be at City for over the counter plan check and public service, and meetings and interaction with City staff and departments. The number of hours for Building Official Staff presence at the City hall may fluctuate based upon work load and number of development applications submitted to the City. Also, the Building Official Staff shall be available at other times for scheduled meetings at City offices and for telephone or written (generally by e-mail) responses to questions from City staff or from the public upon referral from City staff.

VII. REQUIRED FORMAT FOR RFP SUBMITTAL

Please submit your RFP in the format specified below:

Cover Letter/Executive Summary

Provide an executive summary emphasizing the strong points of the project team, qualifications and experience. The cover letter/executive summary shall be signed by a person with the official authority to bind the company. The Cover Letter/Executive Summary shall be limited to 5 pages.

Table of Contents

Provide contents of the RFP sections indicated below with each section page numbers specified for reference.

Section 1: Approach and Scope of Work

Provide your approach and detailed scope of work that your firm can provide in Contract Building and Safety Services and other services, including the type of software used, plan check turn-around times, inspection response schedule, cost of expediting plan check, service approach, and other relevant information.

Section 2: Project Team, Key Personnel and Resumes

Provide an organization chart showing the names and responsibilities of proposed staff. Provide proposed staff resumes.

Section 3: Transitioning of Work

Provide a discussion/process/procedure on the transitioning of the work/files from the County of Los Angeles to the new consultant(s).

Section 4: References

Provide a minimum 5 public agency references for similar assignments.

Section 5: Firm Qualifications

Provide your firm's general service capabilities, qualifications and experience.

Section 6: Legal

- List any other names under which the current firm has operated in the past 10 years.
- List the names of any other firms that provide similar services, current and past, where any of current firm's owners, part owners, shareholders, principals, management staff, or key staff are currently or were in the past owners, part owners, shareholders, principals, management staff, or key staff.
- Provide a list, if your firm and/or any owners, part owners, shareholders, principals, management staff, or key staff have been investigated by any Local, County, State and Federal Agencies for any claims and actions in the past 10 years. If the answer is yes, provide a summary and when and how the investigation was closed; if not closed, indicate current status.
- Provide a list of any other firms, current and past, if any of current firm's owners, part owners, shareholders, principals, management staff, or key staff are

involved currently and/or were involved in the past, have been or are currently being investigated by any Local, County, State and Federal Agencies for any claims and actions in the past 10 years. If the answer is yes, provide a summary and when and how the investigation was closed; if not closed, indicate current status.

VIII. FEE

This is a RFP, and the City will select the most qualified consultant(s) and negotiate applicable fees for various services based on specific scopes and staffing levels. As part of the RFP, but **in a separate sealed envelope**, please submit your firm's hourly rate schedule for various staff classifications that will be involved in providing requested services to the City. Final fee structure and negotiations will be based on this submitted hourly rate schedule. A % based fee may also be negotiated, based on number of staff and staff hours, and based on projected plan check and permit fees collected by the City annually. The staff level shall be adjusted based on level of building plan check and permit inspection workload. The City will first select the most qualified consultant(s), and then negotiate final fee structure based on final agreed scope and conditions. If the City cannot reach an agreement for a reasonable fee structure in City's opinion, City may terminate further negotiations, and commence negotiations with the next qualified consultant(s) as necessary, until a reasonable fee structure is established.

IX. CONSULTANT SELECTION METHODOLOGY

The City will select the most qualified consultant(s) for contract negotiation. Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the selected consultant(s), the City will enter into negotiations with the next highest qualified consultant(s) and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified consultant in sequence until an agreement is reached.

The City shall not be obligated to accept the lowest priced proposal, but will award contract(s) that is/are in the best interest of the City after all factors have been evaluated.

The City will evaluate each consultant responding to the RFP on each element of the work plan and general information described above in the following order:

1. Understanding of the Scope of Work to be Performed
 - a. Demonstrated understanding of the scope of work
 - b. Consultant's approach to accomplishing the scope of work
 - c. Timetable for rendering services
2. Consultant's Methods and Procedures to be Used
 - a. Consultant's general approach to evaluating the issues
 - b. Complete description of the procedures and analytical methods to be utilized
 - c. Ability to deliver services using technology and computers

3. Management, Personnel and Experiences
 - a. Qualifications of each participant and overall skills for the firm
 - b. Experience and performance of services of a similar nature
 - c. Ability to provide the City with sufficient experienced personnel who are qualified to undertake the work needed
 - d. Information obtained by contacting references
4. Consultant's Consultation and Coordination with the City
 - a. Procedures to be used to ensure close contact between the consultant and the City
 - b. Demonstrated experience in working with local governmental agencies
5. Cost Estimates
 - a. Cost for providing the proposed scope of services
 - b. Quality of work to be delivered based on consultant's fee

X. QUESTIONS REGARDING THIS REQUEST

All inquiries regarding this request must be submitted in writing to Mr. Wayne M. Morrell Director of Planning, at waynemorrell@santafesprings.org. Please also copy Anh Wood, Administrative Assistant at anhwood@santafesprings.org. All requests for information and responses to questions will be posted on the City's website. Please check the City's website for latest information and queries concerning this RFP.

XI. RFP SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) Original, three (3) copies, and one (1) electronic PDF file (thumb drive) of their RFP. Original must be clearly marked "ORIGINAL". RFPs can be submitted in person or by mail and must be received **by 5:00 PM on December 8, 2023.**

Received RFPs will be stamped. Submittals received after the date and time specified on this RFP will be considered late, will not be opened or considered for evaluation, and will be returned unopened. The City is not responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City Clerk or staff. When delivering RFPs in person or by courier service, submitting firms are solely responsible for the timely delivery of the RFP.

Submission, by mail shall be directed to:

City of Santa Fe Springs
Planning Department
11710 Telegraph Road
Santa Fe Springs, CA 90670
ATTN: Wayne M. Morrell
Director of Planning

RE: REQUEST FOR PROPOSALS

XII. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

XIII. REJECTION RIGHTS

The City reserves the right to amend, withdraw, and cancel this RFP. The City reserves the right to reject all responses to this RFP at any time prior to contract execution. The City reserves the right, where it may serve the City's best interest, to request or obtain additional information or clarification about any and all proposals.

XIV. City Standard Contract

The RFP includes City's Standard Contract as an Attachment. Please review the Agreement and provide any comments you would like the City to consider.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

SUBJECT: AMENDMENT OF CHAPTER 34 OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING – SECOND READING OF ORDINANCE NO. 1133

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING.
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Potential savings as a result of streamlining procedures, including the ability to meet certain purchasing timeframes.

BACKGROUND

Ordinance No. 1133 was introduced at the regular meeting of the City Council meeting on October 17, 2023. The ordinance amends Chapter 34 (Finance and Revenue) of Title III of the Code of Santa Fe Springs relating to purchasing in order to address issues of inefficiency, reorganize provisions for clarity, and remove outdated requirements.

ANALYSIS

The current purchasing ordinance contains provisions that are not otherwise legally required that create issues of inefficiency or impossibility for staff in the procurement of supplies, equipment, and services. Such provisions include requiring individual vehicle purchases costing \$25,000 or more be approved by the City Council, which has caused staff to be unable to meet dealer purchasing windows; requiring an RFP process for professional services agreements, when such agreements are expressly exempt from bidding requirements by state law; and requiring at least three written proposals for procurement of services of an estimated value of \$25,000 or more, when the city cannot control responses to an RFP.

The current purchasing ordinance also contains dollar threshold amounts that are inconsistent with current costs and create administrative inefficiencies and hamper City staff's ability to respond quickly to meet the City's needs. These include a bidding process for purchases over \$1,000 and a requirement for City Council approval of contracts over \$25,000.

The current purchasing ordinance also contains provisions inconsistent with state law or not legally supported.

ENVIRONMENTAL

None.

DISCUSSION

Ordinance No. 1133 (attached hereto as Attachment A) revises the purchasing procedures and includes the following noteworthy changes:

- Authorizes the City Manager to procure supplies, equipment, and services up to \$50,000. The current ordinance provides the Purchasing Officer authority to procure supplies and equipment up to \$25,000 and the City Manager authority to procure professional and consultant services up to \$25,000.
- Authorizes department heads as well as the Purchasing Officer to procure supplies, equipment, and services up to \$25,000.
- Provides that vehicle purchases that have been approved by the City Council as part of the budget process do not need to be submitted to the City Council for approval.
- Removes requirement that contracts with a term longer than one year must be approved by the City Council.
- Allows procurement up to \$50,000 to be by purchase order or negotiated contract without bidding but with efforts to obtain at least three quotations or proposals. The current ordinance allows for the Purchasing Officer to procure supplies and equipment up to \$25,000 in the open market based on at least three bids wherever possible.
- Provides for a formal competitive bidding process for procurement over \$50,000.

Amendment of Chapter 34 of the Code of Santa Fe Springs Relating to Purchasing

Page 3 of 4

- Sets forth requirements for public works and construction projects consistent with the current requirements of the Public Contract Code, including the Uniform Public Construction Cost Accounting Act. Includes authority for the City Manager to approve informally bid construction projects per the thresholds contained in the Uniform Public Construction Cost Accounting Act. These thresholds get periodically updated and the current threshold for informal bidding is \$200,000. The current ordinance provides the City Manager authority to award construction contracts up to \$100,000.
- Exempts from bidding procedures professional services, cooperative or piggyback purchasing, sole source purchases, and other specified circumstances where competitive bidding is not required by state law. Expands on cooperative or piggyback purchasing situations.
- Removes local preference provisions that have not been effective and may not be supported by law, with the intent that the issue of local preference will be studied for potential future inclusion.
- Provides clear authority for the City Manager to adopt administrative regulations consistent with the purchasing ordinance, and removes administrative provisions that are outdated and may be addressed by adoption of administrative regulations.
- Reorganizes requirements for clarity and removes language duplicative of state law.

The attached ordinance contains the following additional clean-up changes:

- 1) Section 34.21(B) and (C) have been amended to provide that the City Manager, department heads, and the Purchasing Officer may delegate their respective approval authority to a “designee.” This is to cover situations where those individuals may not be available to issue approvals, in order to avoid unnecessary or undesired delays.
- 2) Section 34.22 has been reorganized so that Subsection (B)(3) is now Subsection (D)(2) and the reference to the Public Contract Code has been revised to correctly refer to Section 22034(d) rather than Section 22032(d).

SUMMARY/NEXT STEPS

Ordinance No. 1133 will go into effect 30 days after adoption.

ATTACHMENT(S):

Attachment A – Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

ORDINANCE NO. 1133**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 34.15 through 34.38 of Chapter 34 of Title III of the Code of Santa Fe Springs are hereby deleted in their entirety and replaced with the following:

PURCHASING**§ 34.15 ESTABLISHMENT OF PURCHASING SYSTEM.**

There is hereby established a purchasing system to set efficient procedures for the purchase of supplies, equipment, and services; to secure for the city supplies, equipment, and services at the lowest competitive cost commensurate with the quality needed; to exercise positive financial control over purchases; and to clearly define authority for the purchasing functions.

§ 34.16 PURCHASING OFFICER; POWERS AND DUTIES.

(A) There is hereby created the position of Purchasing Officer, who shall be appointed by the City Manager. The duties of the Purchasing Officer may be combined with those of any other office or position.

(B) The Purchasing Officer of the city, or designee(s), shall have the authority and duty to do the following:

(1) Purchase or contract for supplies, equipment, and services required by any department in accordance with purchasing procedures prescribed by this subchapter, such administrative regulations as the Purchasing Officer shall adopt, and such other rules and regulations as may be prescribed by the City Council or City Manager.

(2) Request quotations, negotiate, and recommend execution of contracts for the purchase of supplies and equipment.

(3) Act to procure for the city the needed quality and quantity of supplies and equipment at least cost to the city.

(4) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.

(5) Prepare and recommend to the City Manager rules governing the purchase of supplies and equipment for the city.

(6) Prepare and recommend to the City Manager revisions and amendments to the purchasing rules.

(7) Keep informed of current developments in the field of purchasing, prices, market conditions, and new products.

(8) Prescribe and maintain such forms as are reasonably necessary to the operation of the purchasing system.

(9) Supervise the inspection of all supplies and equipment purchased, to ensure conformance with specifications.

(10) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use.

(11) Maintain a bidders' list, vendors' catalog file, and records needed for efficient operation of the city's purchasing system.

(12) Establish and maintain inventory, storage, and distribution systems.

(13) Support the various departments to enable them to provide their services to the community in a timely manner.

§ 34.17 ADMINISTRATIVE REGULATION.

The City Manager or designee is authorized to adopt written administrative regulations and instructions that are consistent with and that further the terms and requirements set forth within this subchapter. The City Manager or designee from time to time may amend any or all such rules and regulations necessary for the operation of this subchapter.

§ 34.18 PURCHASE BY BIDDING REQUIRED GENERALLY; EXCEPTIONS.

Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:

(A) Professional and special services, including, but not limited to, financial, economic, accounting, engineering, legal, administrative, technology, education and instruction, medical, and entertainment.

(1) Professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms are required to be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and

need not be competitively bid for the lowest price, but shall be procured through a fair competitive selection process.

(B) Cooperative or piggyback purchasing, which may consist of the following:

(1) Cooperative purchasing with other public agencies, and with nonprofit groups or organizations established by public entities, provided that a competitive bidding process is used.

(2) Contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and services under a competitive bidding process.

(3) Purchasing supplies, equipment, or services through bid award lists of others, provided that competitive purchasing procedures similar to those required in the city were employed to create such bid award lists.

(C) Sole source, where the supplies, equipment, or services are unique and available only from one source, or where it would be undesirable or impossible for the city to solicit bids. Sole source procurements may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in the area, or a specified product determined to be the only acceptable product for the city's needs.

(D) Except where competitive bidding is required by federal or state law or funding regulations, equipment, supplies, and services may be procured by negotiated contract and without competition, when bidding is not likely to serve the best interests of the city or to result in the lowest price.

(E) Any procurement for goods that are procured from a bidder who offers the same or better price, terms, and conditions as the bidder previously offered as the lowest responsive bidder under a competitive procurement conducted by the city or another public agency under competitive purchasing procedures similar to those required in the city.

(F) Where the City Council by a four-fifths vote determines to dispense with bidding or other requirements with respect to a particular purchase of supplies, equipment, or services, upon a finding by the City Council that it would be impractical, useless, or uneconomical in such instance to follow bidding or other requirements, and that the welfare of the public would be promoted by dispensing with such bidding or other requirements.

(G) Where competitive bidding is not required by state law in specified circumstances, including, but not limited to, emergency purchases and design-build projects.

§ 34.19 PROCUREMENTS \$50,000 OR LESS.

Supplies, equipment, and services less than or equal to \$50,000 may be procured by purchase order or negotiated contract and need not be publicly bid but shall be procured at a reasonable price in a manner that best meets the needs of the city. Where possible, efforts shall be made to seek at least three quotations or proposals for the supplies, equipment, or services.

§ 34.20 PROCUREMENTS EXCEEDING \$50,000.

Except as otherwise provided in this subchapter, procurement of supplies, equipment, and services greater than \$50,000 shall be by formal competitive bidding process as set forth herein and awarded to the responsive, responsible bidder who best meets the city's needs based on the criteria specified in the formal solicitation.

(A) Solicitation Notice. Notices inviting bids, requesting proposals, or requesting qualifications and experience shall include a general description of the supplies, equipment, or services to be procured, describe how to obtain more detailed information, state where bid forms and specifications may be obtained and state the time and place for submission of bids, proposals, or statements of qualifications and experience.

(B) Review. All responses shall be reviewed and evaluated as set forth in the criteria in the notice inviting bids, requesting proposals, or requesting qualifications and experience. The proposer with the highest evaluated score shall be recommended for award to the City Council.

(C) Rejection of Bids/Responses. Any and all bids or responses may be rejected at the discretion of the city. After rejecting all bids or responses, the city may:

- (1) Abandon the project;
- (2) Re-advertise the project; or
- (3) Perform the work with city forces.

(D) Tie bids. If two or more bids received are for the same total amount or unit price, quality, and service being equal, and if the public interest will not permit the delay of a new solicitation for bids, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.

§ 34.21 APPROVAL OF PURCHASE ORDERS, CONTRACTS, CONTRACT AMENDMENTS AND CHANGE ORDERS.

The approval authority for all purchase orders, contracts, contract amendments and change orders, except for emergencies and public works and construction projects, shall be as follows:

(A) All purchase orders or contracts in excess of \$50,000 or change orders or amendments that cause the total contract or purchase order to exceed \$50,000 shall be submitted to the City Council for approval. However, vehicle purchases that have been approved by the City Council as part of the budget process do not need to be submitted to the City Council for approval.

(B) The City Manager or designee shall have the authority to execute, on behalf of the city, all purchase orders or contracts for supplies, equipment, and services in an amount not exceeding \$50,000 per purchase order or contract, so long as the proper procurement procedures set forth in this subchapter have been followed. The City Manager shall have the authority to approve in writing any change order or amendment to such purchase order or contract so long as the total purchase order or contract amount does not exceed \$50,000.

(C) Department heads and the Purchasing Officer or their respective designees shall have the authority to execute, on behalf of the city, all purchase orders or contracts for supplies, equipment, and services in an amount not exceeding \$25,000 per purchase order or contract, so long as the proper procurement procedures set forth in this subchapter have been followed. Department heads and the Purchasing Officer shall have the authority to approve in writing any change order or amendment to such purchase order or contract so long as the total purchase order or contract amount does not exceed \$25,000.

(D) After the effective date of any contract approved by the City Council for the procurement of supplies, equipment, or services, the City Manager shall have authority to approve in writing any amendment or change order directing an addition, deletion or revision in such contract, including, without limitation, plans, specifications, and the nature or quantity of services, equipment, supplies or work, so long as the cumulative dollar value of all such amendments or change orders relating to any one contract shall not exceed ten (10) percent of the contract price, unless City Council has authorized a different amount for a specific contract.

§ 34.22 PUBLIC WORKS AND CONSTRUCTION PROJECTS.

Contracts for public works and construction projects in the city shall be governed by applicable state laws including the California Public Contract Code, Division 2, Part 1 and Division 2, Part 3, the Local Agency Public Construction Act, including the Alternate Provisions of the Uniform Public Construction Cost Accounting Act.

(A) Bidding Thresholds.

(1) Construction projects less than the amount specified in Section 22032(a) of the California Public Contract Code may be performed by city forces, by negotiated contract or by purchase order.

(2) Construction projects less than the amount specified in Section 22032(b) of the California Public Contract Code may be let to contract by informal bidding procedures, set forth in subsection (B) below, to the lowest responsible bidder.

(3) Construction projects of more than the amount specified in Section 22032(c) of the California Public Contract Code shall be let by formal bidding procedure, set forth in subsection (C) below, to the lowest responsible bidder.

(4) It shall be unlawful to split projects into smaller work orders or projects for the purpose of evading the provisions of this subchapter or applicable state laws.

(B) Notice Inviting Bids, Informal Bidding. The notice inviting bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids. Notice shall be provided in accordance with either subsection (1) or (2) below, or both.

(1) The city shall maintain a list of qualified contractors, identified according to categories of work. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than ten (10) calendar days before bids are due.

(2) The city may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036 of the California Public Contract Code.

(C) Notice Inviting Bids, Formal Bidding. Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city; or, if there is no newspaper printed and published within the city, in a newspaper of general circulation which is circulated within the city, or, if there is no newspaper which is circulated within the city, publication shall be by posting the notice in at least three places within the city as have been designated by ordinance or regulation of the city as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036 of the Public Contract Code. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition, the City may also give such other notice as it deems proper, including mailing or e-mailing the notice to prospective vendors and contractors.

(D) Award of Bid.

(1) The City Manager, or designee, has the authority to award informal bids up to the amount specified in Section 22032(b) of the California Public Contract Code. All formal bids shall be awarded by the City Council. A bid shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses.

(2) Pursuant to Section 22034(d) of the California Public Contract Code, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract to the lowest responsible bidder at an amount within the limit set forth in Section 22034(d), if all the bids received are in excess of the amount set forth in Section 22034(d), if it determines the cost estimate of the public agency was reasonable.

(E) Rejection of Bids. Any and all bids may be rejected at the discretion of the city. If the city intends to reject all bids, notice of the City's intent to reject the bid must be given to the apparent low bidder at least two business days prior to the City Council meeting at which the bids will be considered. After rejecting all bids, the City may:

(1) Abandon the project;

(2) Re-advertise the project; or

(3) By a passage of a resolution by a four-fifths vote of the City Council, perform the work with city forces.

(F) No Bids. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the city by force account, or by negotiated contract.

(G) Change Orders. Change orders are authorized as follows:

(1) The Director of Public Works or designee is authorized to approve one or more change orders not exceeding in aggregate 10 percent of the contract award amount.

(2) The City Manager is authorized to approve one or more change orders not exceeding in aggregate 15 percent of the contract award amount.

(3) City Council approval is required for change orders that increase the cost of the project beyond 15 percent of the contract award amount.

§ 34.23 EMERGENCY PROCUREMENT.

Pursuant to Section 22050 of the Public Contract Code, in the case of an emergency, the City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary

equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, so long as the requirements of Section 22050 are met.

§ 34.24 SALE OF SURPLUS CITY PROPERTY.

All departments shall submit to the Purchasing Officer, at such times and in such forms as prescribed, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Officer shall have authority to sell all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies and equipment.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Martin, Mayor

Fernando Munoz, Deputy City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Maricela Balderas, Director of Community Services
Deborah Raia, Library Services Manager

SUBJECT: PACKARD STAY AND PLAY GRANT PAYMENT ACCEPTANCE FOR SANTA FE SPRINGS (SFS) CITY LIBRARY

DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve and authorize the Director of Community Services to request and accept payment of Packard *Stay & Play* grant funds for the SFS City Library, issued by the Califa Group.

FISCAL IMPACT

The SFS Library will receive \$4,500 in Califa Group grant funds to implement the 2024 *Stay & Play* library program. There is no impact to the General Fund.

BACKGROUND

The Califa Group is a nonprofit library membership consortium of more than 200 libraries and is the largest library network in California. One of their functions is to provide and administer grants to local libraries, including the Packard Foundation's *Stay & Play* grant. The *Stay & Play* grant program provides funding to implement a library service model that supports and engages informal caregivers and the children in their care. More specifically, *Stay & Play* includes programming designed for informal caregivers, helping them learn, develop relationships, and build connections to their library and community resources. SFS Library staff applied for the *Stay & Play* grant in mid-2023, and were notified of grant award in September 2023.

ANALYSIS

The *Stay & Play* program will benefit the community by offering programs for and support to the local network of child caregivers. These programs would provide the community's children and caregivers a dedicated space for enhanced socialization, learning, and literacy experiences. In addition, children and caregivers will be given opportunities to meet others who share their interest in activities that center on socioemotional well-being.

Stay & Play programming will similarly further educational experiences and information sharing that benefit children by nurturing a love of literacy and life-long learning. Through play, children will engage in activities that build school-readiness skills, while caregivers are provided with mentorship, guidance, and tools to foster the growth and development of children under their care.

Introduction of *Stay & Play* at the SFS library would also increase awareness of community organizations that provide family and child services. Community partners will be given opportunities to promote information about their resources to participating caregivers.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

If approved, the SFS Library will receive \$4,500 in grant funds to implement *Stay & Play* programs in early 2024.

ATTACHMENT(S):

- A. Attachment A – Email dated September 15, 2023 from Califa re: Stay & Play
- B. Attachment B – Stay & Play Payment Claim Form – 2023-2024

Packard Stay & Play Grant Payment Acceptance for SFS City Library

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

Deborah Raia

From: Olga Gonzalez
Sent: Friday, September 15, 2023 11:45 AM
To: Mayumi De Vera; Deborah Raia
Subject: FW: Stay & Play Application

Follow Up Flag: Follow up
Flag Status: Flagged

From: christian@theyerconsulting.com [mailto:christian@theyerconsulting.com]
Sent: Wednesday, September 13, 2023 6:33 PM
To: Olga Gonzalez <OlgaGonzalez@santafesprings.org>
Subject: Stay & Play Application

Dear Olga,

Welcome to Stay & Play!

Congratulations! Your library has been selected to participate in the Stay & Play project. You will be joining a cohort of new and continuing libraries to be part of Stay & Play expansion across California. Shana Sojoyner and I are excited to work with you and your team on this project.

I will reach out to you in the next few weeks to schedule a kick-off meeting to go over details of the project including the schedule, funding, meetings, and reporting.

For now, please do the following by **Thursday, September 20**:

- Let me know if you will be joining us on the project
- Complete this training enrollment form: <https://forms.gle/2yhUUg6bPqr2m5bG7>

Please do your best with the enrollment information. You will be able to make changes, if needed, as we get closer to the start of each course. I need this now to finalize agreements and dates with the instructors.

Please feel free to contact me with any questions.

Sincerely,

Christian Theyer
Project Manager, Stay & Play
christian@theyerconsulting.com
424.266.0366





CLAIM FORM 2023-24
Packard Stay & Play Grant #2022-74249

Library: Santa Fe Springs City Library

I hereby request payment as a participant in the Packard Foundation funded Stay & Play project. These funds will be used for expenses, incurred by June 30, 2024, implementing my library jurisdiction's Stay & Play program(s).

\$ 4,500.00

Signature  Title Director of Community Services

Name MARICELA BALDERAS Date 10/31/23

Payable to: N/A
(If different than above)

Address: 11700 Telegraph Rd, Santa Fe Springs, CA 90670

Approved by Paula MacKinnon

Signature Paula MacKinnon Digitally signed by Paula MacKinnon
Date: 2023.10.30 13:00:20
+0300 Date 10/30/23

EMAIL one scanned, signed copy for review to: christian@theyerconsulting.com

Then MAIL one original signature to:

Califa Group
Attn: Paula MacKinnon
330 Townsend St., Suite 133
San Francisco, CA, 94107



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Lana Dich, City Treasurer
SUBJECT: TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED SEPTEMBER 30, 2023
DATE: November 7, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

Investment earnings for the quarter ended September 30, 2023 amounted to \$1,462,564.09.

BACKGROUND/DISCUSSION

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the City Council Audit Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017, and \$35.0 million in January 2023 bringing the total principal invested to \$65.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report.

Ms. Sarah Meacham, Director with PFMAM, along with her staff, have also regularly provided an update, including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City’s portfolio, and general market conditions. While this update is typically made to City staff, PFMAM also provided an update the City Council Audit Subcommittee, currently consisting of Mayor Pro Tem Sarno and Councilmember Rounds.

ANALYSIS

The City’s managed portfolio generated interest income in the amount of \$399,050 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

The overall performance of the City’s managed portfolio account is expressed in a “yield” and “total return”. The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City’s yield (at cost value) at September 30, 2023 was 3.53%, increase from 3.30% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City’s portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City’s 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, “unrealized” gains/losses are not “realized” unless the security is actually sold prior to maturity.

The yield at June 30, 2016 was 1.25% and rose to 3.53% as of September 30, 2023. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City’s principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City’s benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City’s portfolio for the quarter ended September 30, 2023 was 0.33% vs. the benchmark’s total return of 0.23%; the City’s portfolio outperformed the benchmark by 0.10%. Since inception of the managed portfolio (January 2016) the total return for the City’s portfolio was 0.94% vs. the benchmark total return of 0.62% through September 30, 2023.

Aside from the PFMAM managed portfolio, the City’s other investments are the Local Agency Investment Fund (“LAIF”), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program (“CAMP”), a pooled investment fund managed by PFMAM; and the First American Treasury Obligations Fund, a U.S. Treasury money market fund (“MMF”) used by the City’s bond trustee. LAIF returned an annualized rate of 3.59% for the quarter while CAMP returned 5.55% and the MMF returned 4.81%. Interest earnings for the quarter amounted to \$214,363, \$664,396, and \$184,755, respectively, for the LAIF, CAMP, and the MMF accounts.

ENVIRONMENTAL

None.

SUMMARY/NEXT STEPS

The attached Treasurer’s Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 138.7 million
Successor Agency Bond Funds	18.5 million
Bonds Reserves and Debt Service	<u>3.3 million</u>
Total Investments	\$ 160.5 million

Pooled cash and investments consist of the PFMAM managed account, LAIF, and CAMP. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects. Spending on multiple capital projects has occurred and these funds will be drawn down for deposit into the City’s pooled cash and investments.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City’s third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

The investments, at market value, are summarized by type as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF NOVEMBER 7, 2023
Treasurer’s Report of Investments for the Quarter Ended September 30, 2023

Page 4 of 4

PFMAM Managed Portfolio	\$ 67.8 million
LAIF	23.5 million
CAMP	65.9 million
MMF	<u>3.3 million</u>
Total Investments	\$160.5 million

PFMAM and Staff will continue to work with the City Council Audit Subcommittee to review any proposed changes to the portfolio make-up.

ATTACHMENT(S):

- A. Attachment A – Treasurer’s Report of Investments (Quarter Ended September 30, 2023)
- B. Attachment B – PFMAM Investment Performance Review (Quarter Ended September 30, 2023)

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED SEPTEMBER 30, 2023**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 69,867,627.80	\$ 8,603,232.37	\$ 8,257,178.58	\$ 70,213,681.59	\$ 67,785,274.30	\$ 399,050.00	3.53%
CALIFORNIA ASSET MANAGEMENT PROGRAM	67,182,162.18	46,664,395.87	47,900,000.00	65,946,558.05	65,946,558.05	664,395.87	5.55%
LOCAL AGENCY INVESTMENT FUND	5,000,050.47	60,494.06	-	5,060,544.53	4,991,254.23	45,607.08	3.59%
SUBTOTAL POOLED INVESTMENTS	<u>142,049,840.45</u>	<u>55,328,122.30</u>	<u>56,157,178.58</u>	<u>141,220,784.17</u>	<u>138,723,086.58</u>	<u>1,109,052.95</u>	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	18,568,318.81	145,787.32	-	18,714,106.13	18,457,867.70	168,756.28	3.59%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.96	-	-	0.96	0.95	-	3.59%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	570,672.70	6,718.03	-	577,390.73	577,390.73	6,718.03	4.81%
Successor Agency	14,988,660.70	175,918.80	12,556,190.63	2,608,388.87	2,608,388.87	175,918.80	4.81%
Heritage Springs Assessment District	173,970.73	135,109.10	135,730.00	173,349.83	173,349.83	2,118.03	4.81%
Subtotal First American Treasury Obligations Fund Class D	<u>15,733,304.13</u>	<u>317,745.93</u>	<u>12,691,920.63</u>	<u>3,359,129.43</u>	<u>3,359,129.43</u>	<u>184,754.86</u>	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	<u>15,733,304.13</u>	<u>317,745.93</u>	<u>12,691,920.63</u>	<u>3,359,129.43</u>	<u>3,359,129.43</u>	<u>184,754.86</u>	
TOTAL INVESTMENTS	<u>\$176,351,464.35</u>	<u>\$ 55,791,655.55</u>	<u>\$ 68,849,099.21</u>	<u>\$ 163,294,020.69</u>	<u>\$ 160,540,084.66</u>	<u>\$1,462,564.09</u>	

Notes:

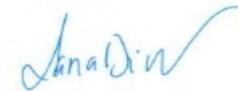
(1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.

(2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.

(3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.



LANA DICH, CITY TREASURER



City of Santa Fe Springs

Investment Performance Review For the Quarter Ended September 30, 2023

Client Management Team

Sarah Meacham, Managing Director
James Sims, CFA, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

PFM Asset Management LLC

633 W 5th St., 25th Floor
Los Angeles, CA 90071
213-415-1699

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Market Update

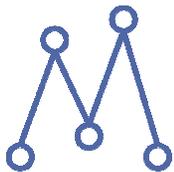
Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Stronger than expected growth, supported by a resilient consumer
 - ▶ Inflation that remains stubbornly above the Federal Reserve's ("Fed") target range
 - ▶ Continued creation of new jobs by the labor market, albeit at a moderating pace



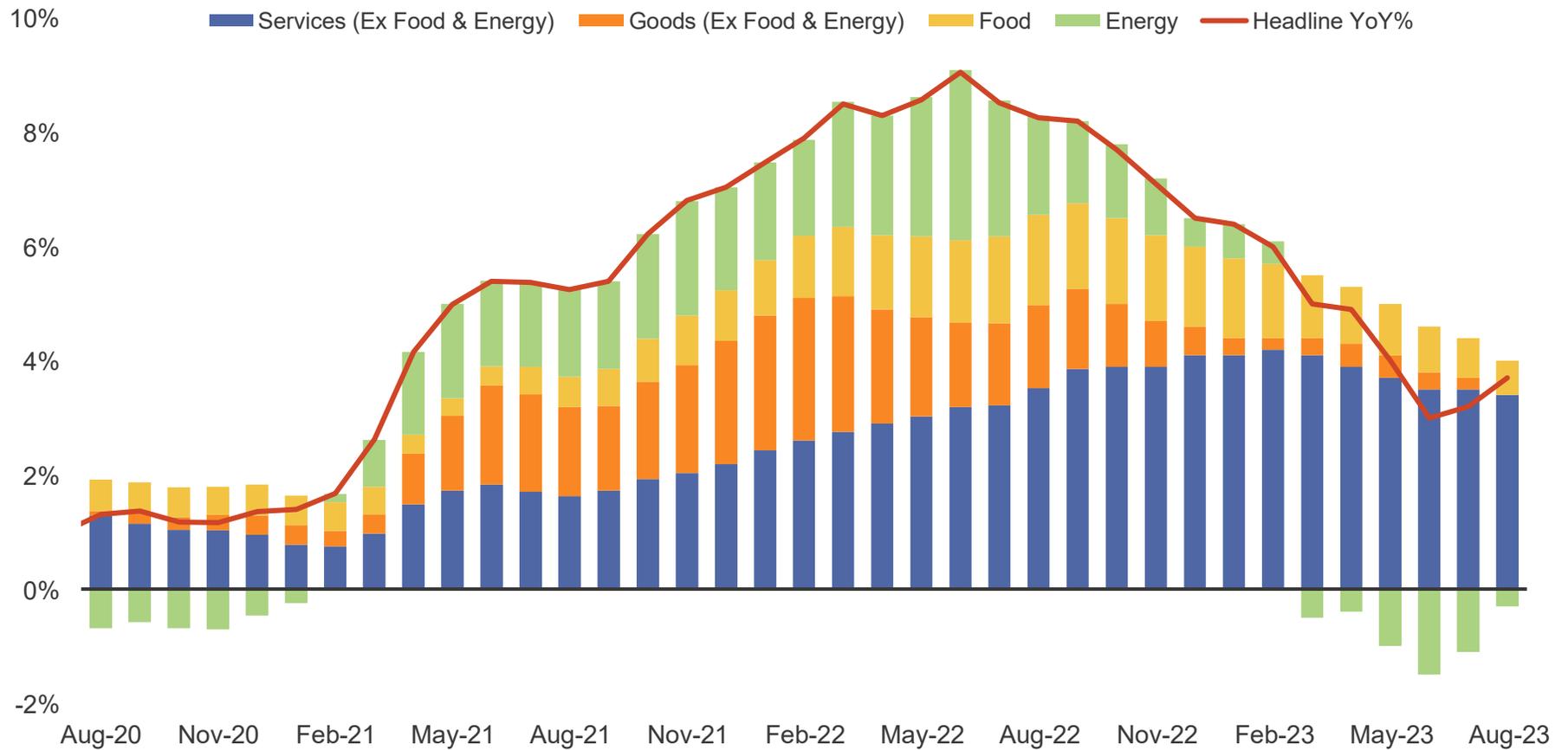
- ▶ Fed pauses again in rate hike campaign
 - ▶ After hiking in July, the Federal Reserve held rates steady at the September FOMC meeting as expected
 - ▶ The Fed's most recent "dot plot" indicated one more rate hike for 2023 and set the stage for interest rates to remain "higher-for-longer"
 - ▶ Updated FOMC economic projections point to stronger GDP growth expectations, higher inflation, and slightly lower unemployment for the remainder of 2023 and into 2024



- ▶ Interest rates reached their highest levels since 2006-7
 - ▶ The U.S. government rating downgrade by Fitch had little impact, although it highlighted growing worry about the erosion of governance standards and fiscal irresponsibility
 - ▶ Treasury yields across the curve rose during Q3. Sticky inflation, a "higher for longer" market consensus, increased Treasury borrowing, and reduced Treasury holdings by China and Japan weighed especially on the long end of the curve
 - ▶ The next concern is the annual federal budget process and potential for a government shutdown

Inflation Gradually Falling, But Sensitive to Recently Rising Energy Prices

Factors Contributing to the Consumer Price Index (CPI YoY)

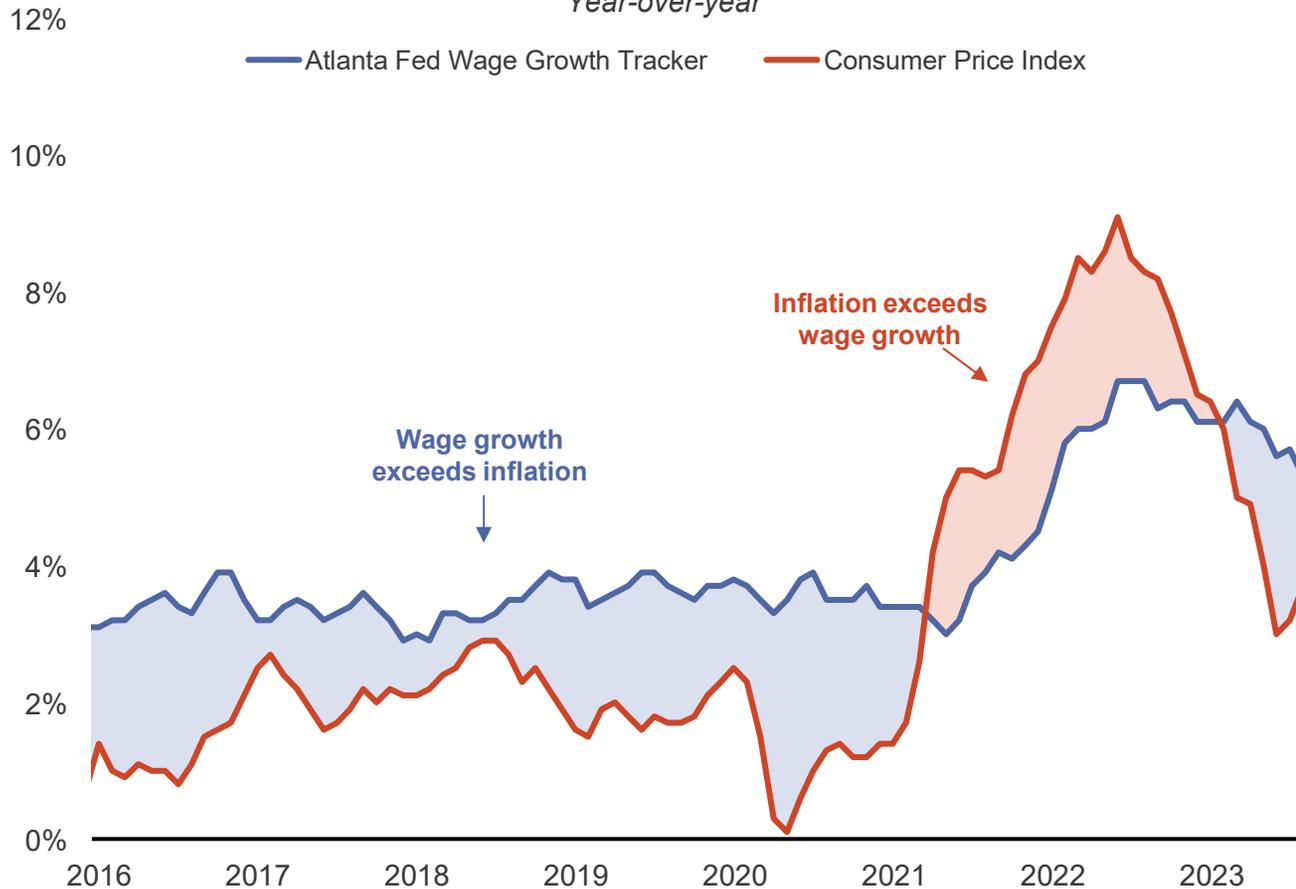


Source: Bloomberg, as of August 2023.

Wages Have Caught Up to Inflation Once Again

Wage Growth vs. Inflation

Year-over-year



Labor Market Stats

Unemployment Rate (Sept.) 3.8%

Peaked during COVID at 14.7%

Excess Job Openings (Sept.) 3 mil.

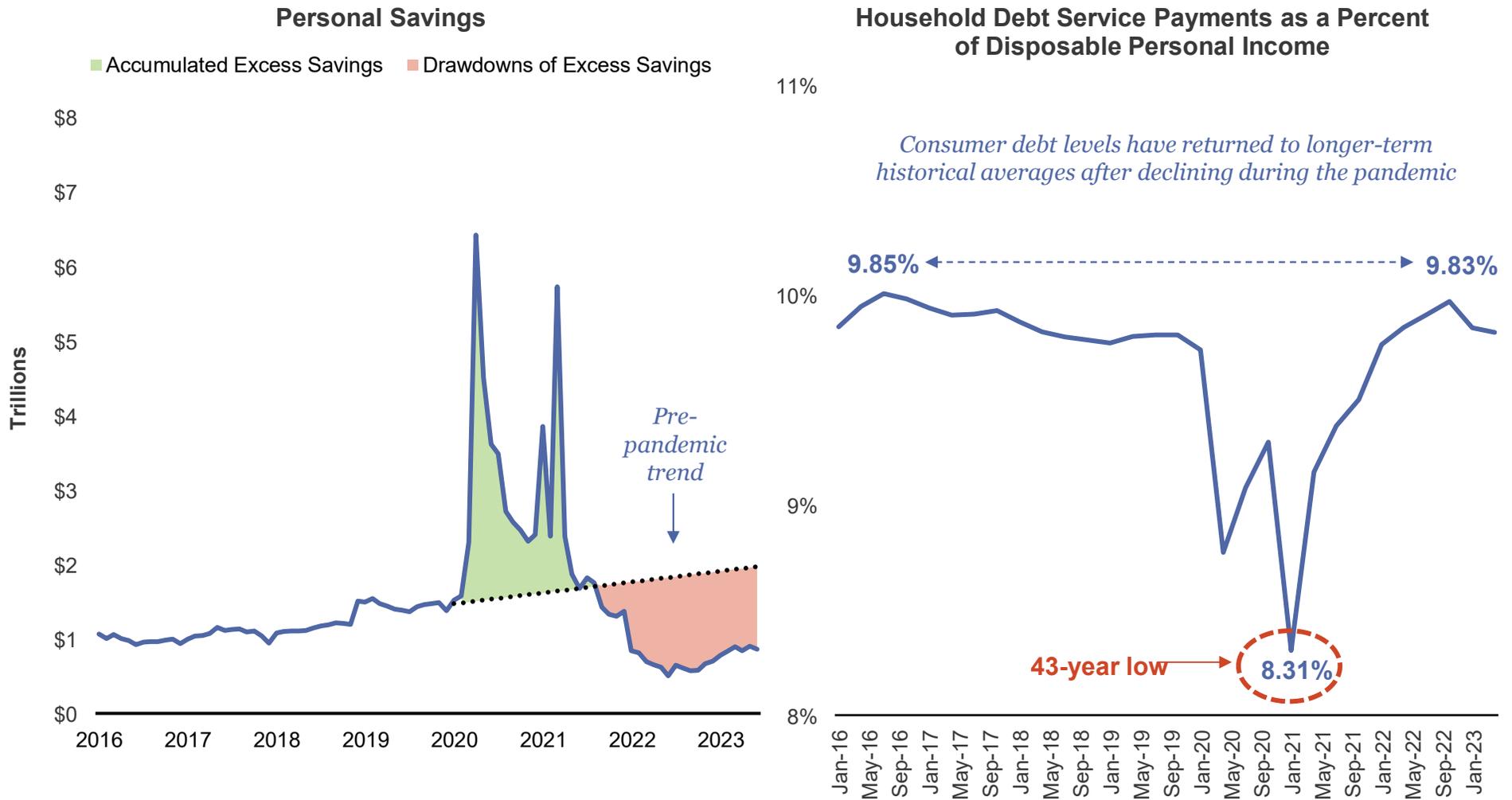
For each unemployed worker, there are approximately 1.5 job openings

Nonfarm Payrolls (Sept.) 336,000

Although the pace has declined, the economy continues to create jobs at a healthy pace

Source: As of September 2023. St. Louis Federal Reserve Economic Data. Excess job openings refers to the difference in job openings, as reported by JOLTS, and the total number of unemployed workers as reported by the Bureau of Labor Statistics.

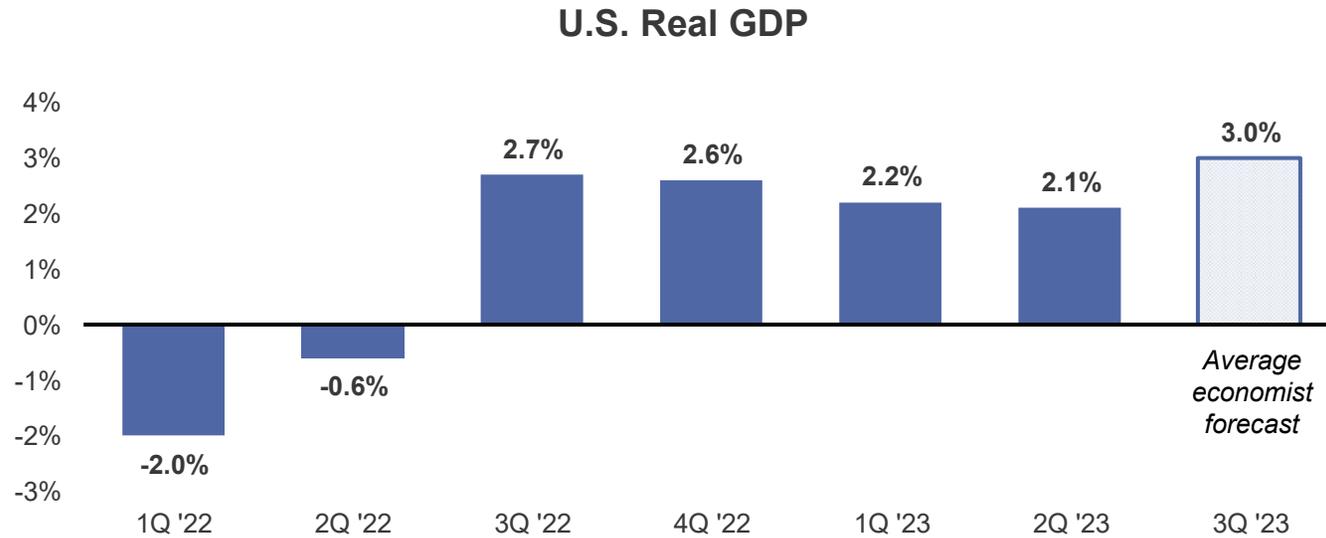
Personal Savings and Consumer Debt Have Returned to Pre-Pandemic Levels



Source: Bloomberg and New York Fed Household Debt and Credit Report. Data as of June 30, 2023. (Left chart)

Source: Federal Reserve Bank of St. Louis. Data as of April 1, 2023. (Right chart)

GDP Remains Surprisingly Robust



GDP Contributors

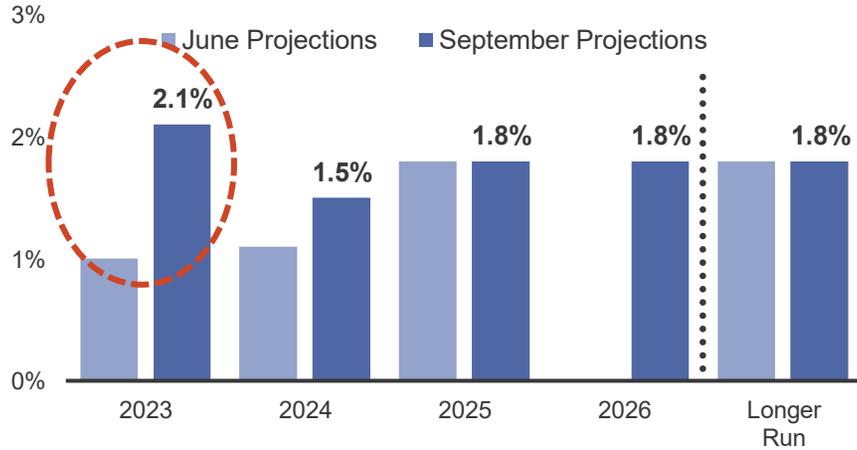
	1Q '22	2Q '22	3Q '22	4Q '22	1Q '23	2Q '23
Real GDP	-2.0%	-0.6%	2.7%	2.6%	2.2%	2.1%
Personal Consumption	0.0%	1.3%	1.1%	0.8%	2.5%	0.6%
Private Investment	1.2%	-2.1%	-1.5%	0.6%	-1.7%	0.9%
Net Exports	-2.6%	0.6%	2.6%	0.3%	0.6%	0.0%
Gov't Expenditures	-0.5%	-0.3%	0.6%	0.9%	0.8%	0.6%

The U.S. Consumer has been the backbone of economic growth; historically being the largest contributor

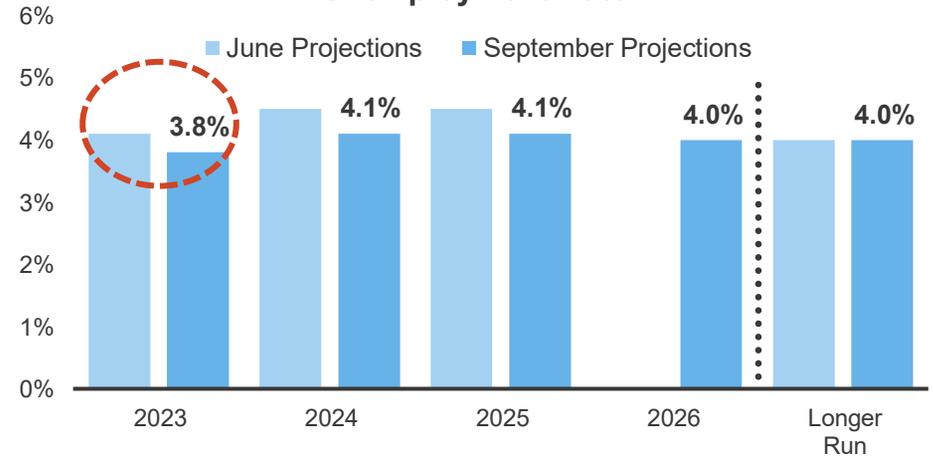
Source: St. Louis Federal Reserve Economic Data, Bureau of Economic Analysis. Average economist forecast sourced from Bloomberg.

The Fed's Protections for Growth and Employment Were More Upbeat

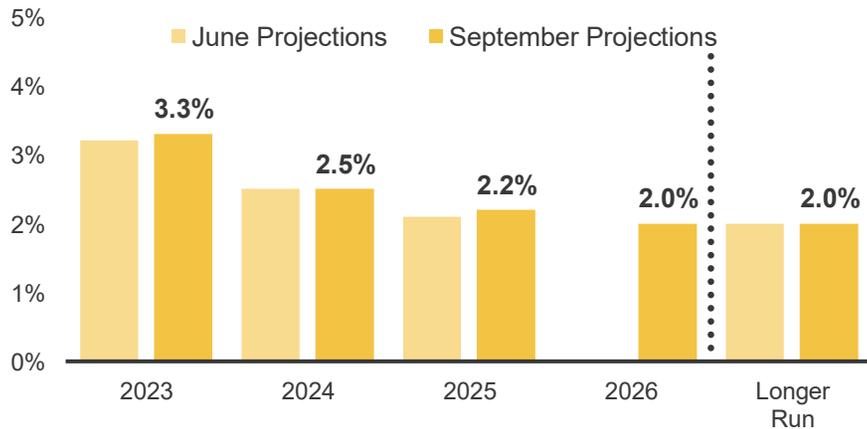
Change in Real GDP



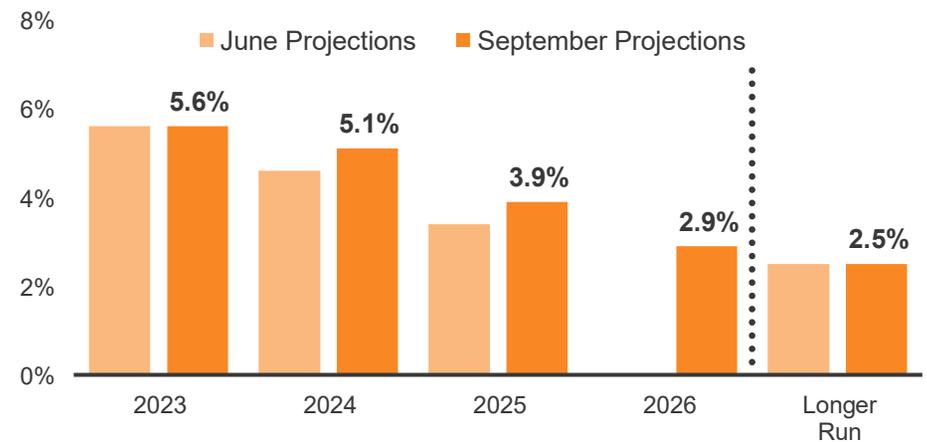
Unemployment Rate



PCE Inflation



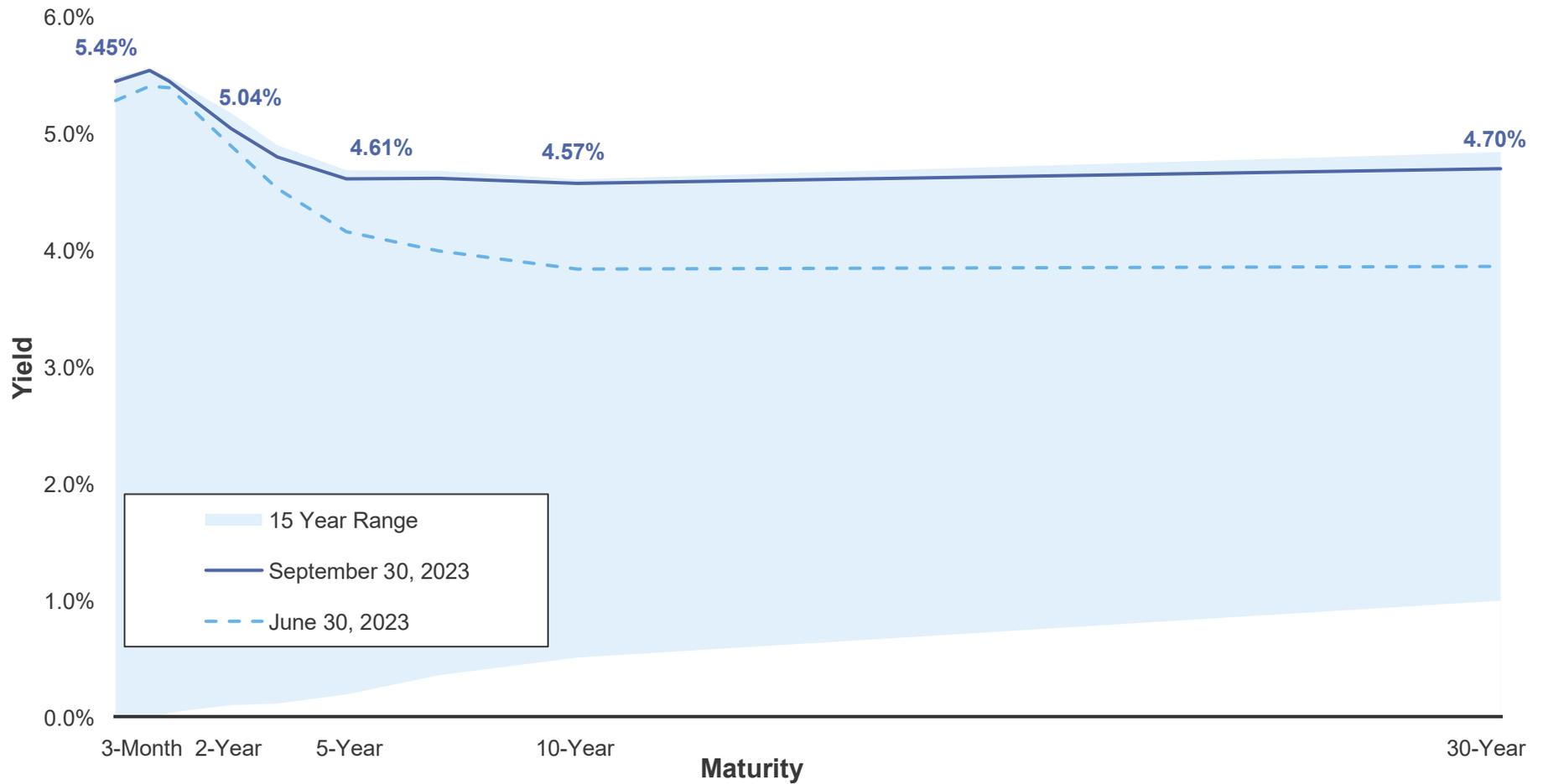
Federal Funds Rate



Source: Federal Reserve, latest economic projections as of September 2023.

Interest Rates Are At Their Highest Levels Since 2006-07

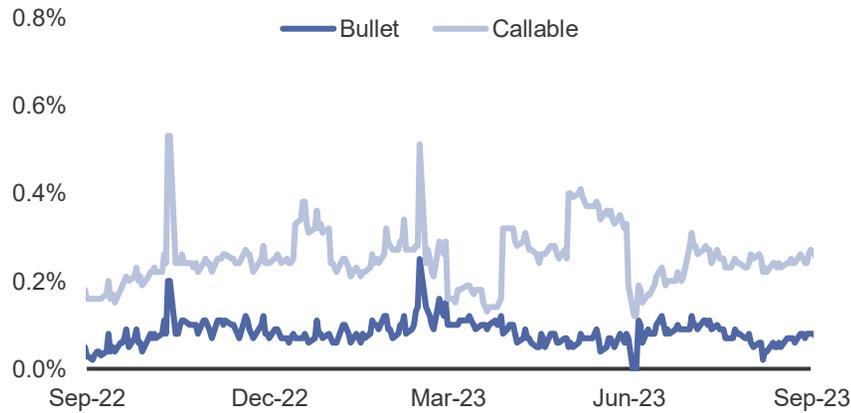
U.S. Treasury Yield Curve



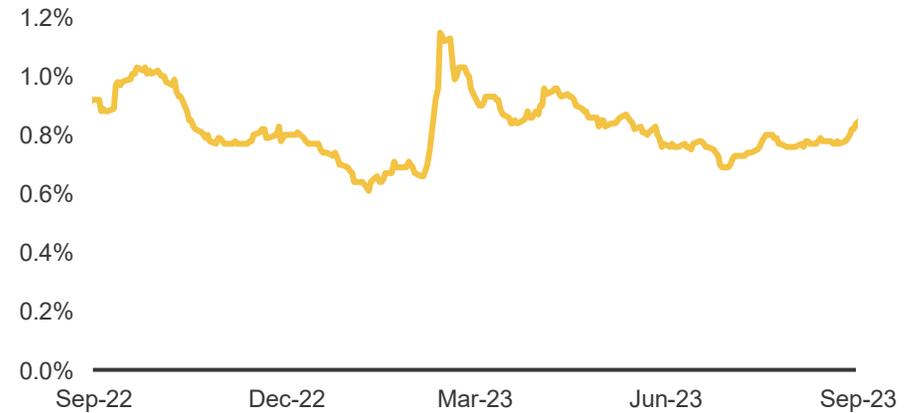
Source: Bloomberg, as of September 30, 2023.

Sector Yield Spreads

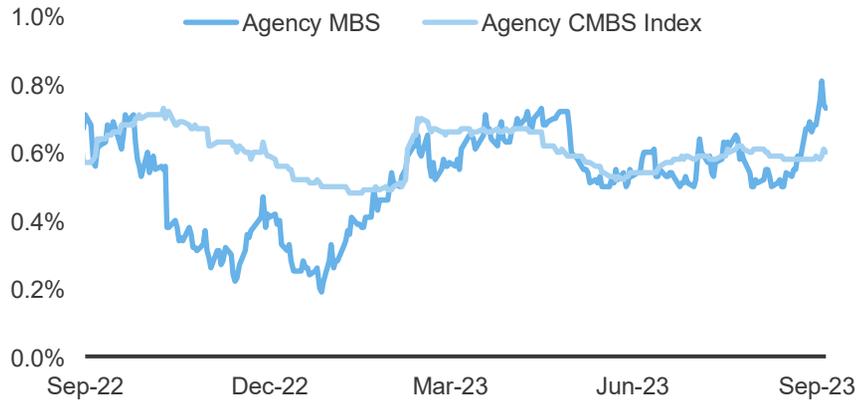
Federal Agency Yield Spreads



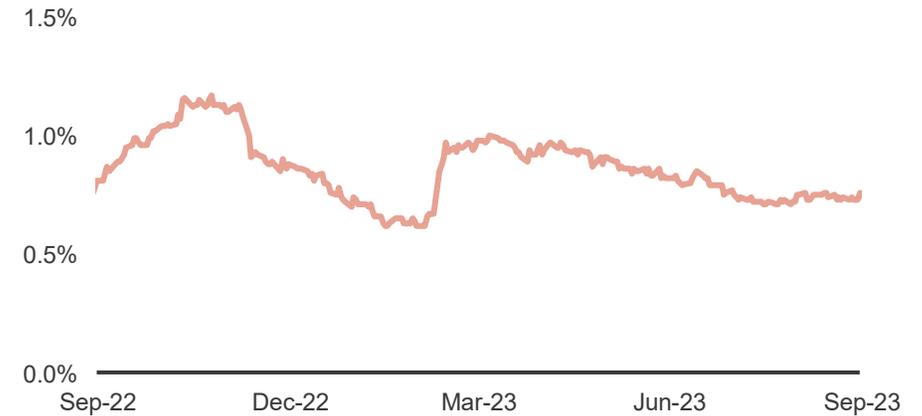
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



Asset-Backed Securities AAA Yield Spreads

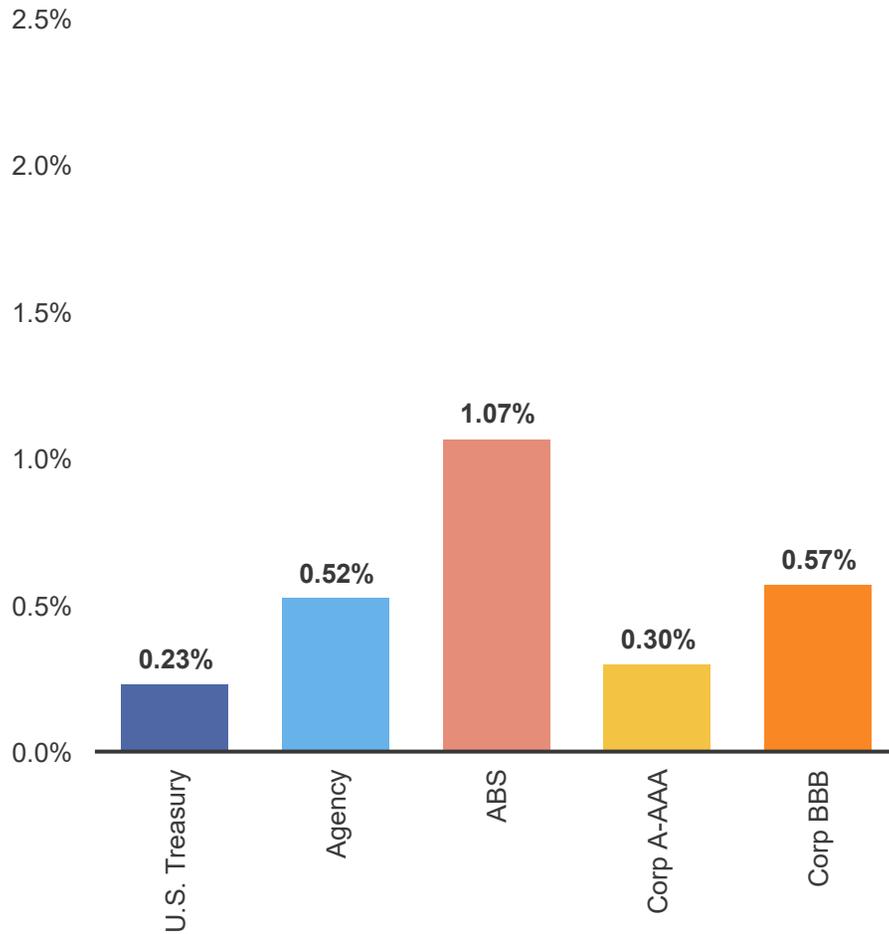


Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2023. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

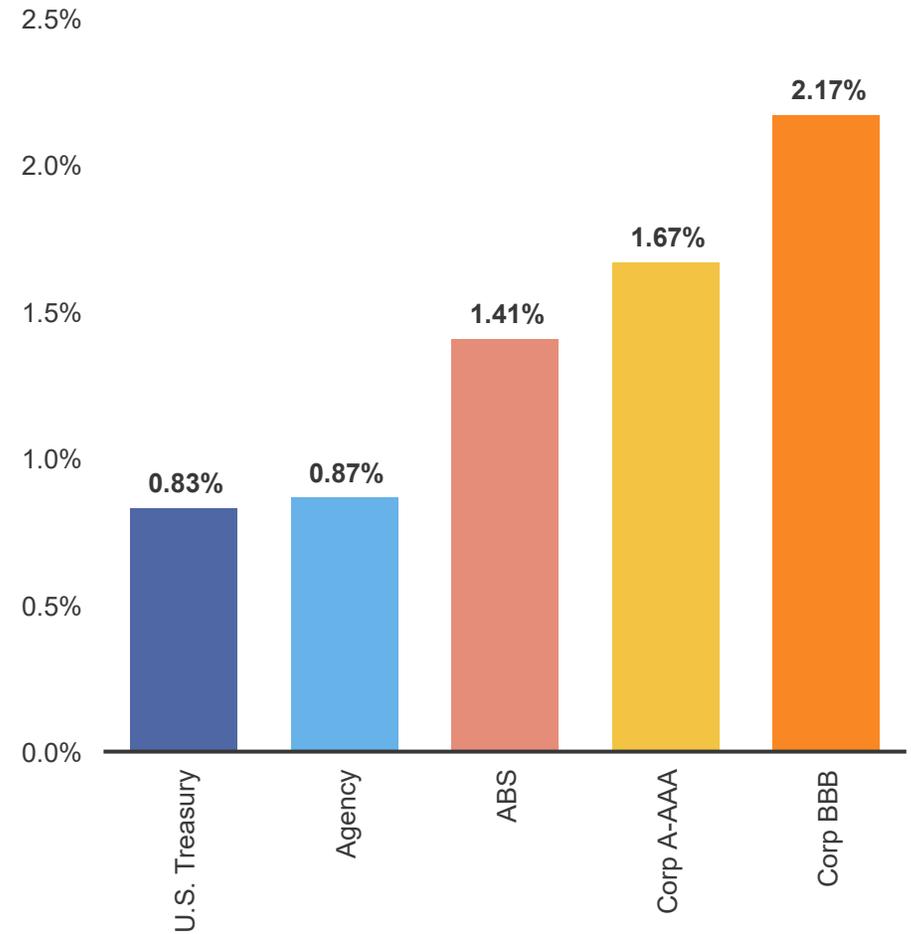
Fixed-Income Markets in Q3 2023

1-5 Year Indices

1-5 Year Indices Quarterly Returns



10-Year Average



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of September 30, 2023.

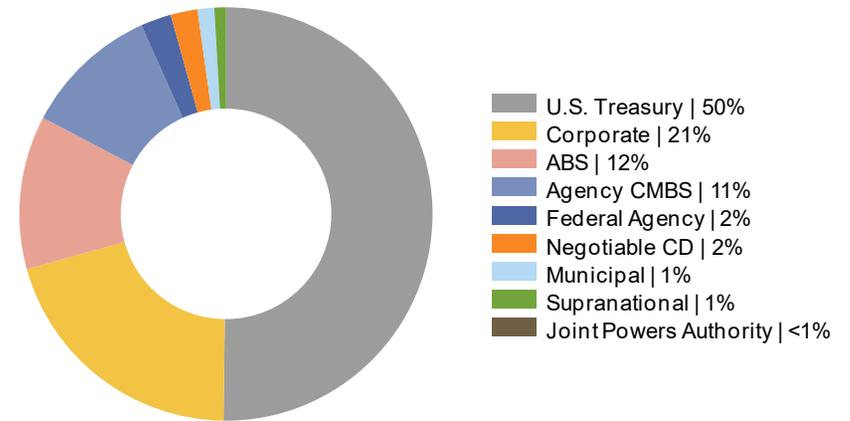
Portfolio Review

Portfolio Snapshot¹

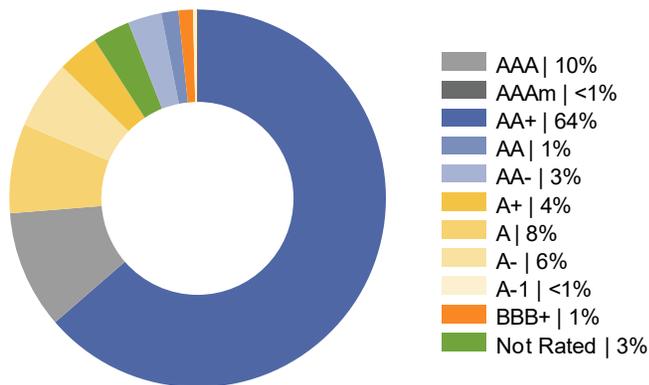
Portfolio Statistics

Total Market Value	\$68,176,756.95
<i>Managed Account Sub-Total</i>	\$67,781,509.08
<i>Accrued Interest</i>	\$391,482.65
<i>Pool</i>	\$3,765.22
Portfolio Effective Duration	2.48 years
Benchmark Effective Duration	2.50 years
Yield At Cost	3.53%
Yield At Market	5.06%
Portfolio Credit Quality	AA

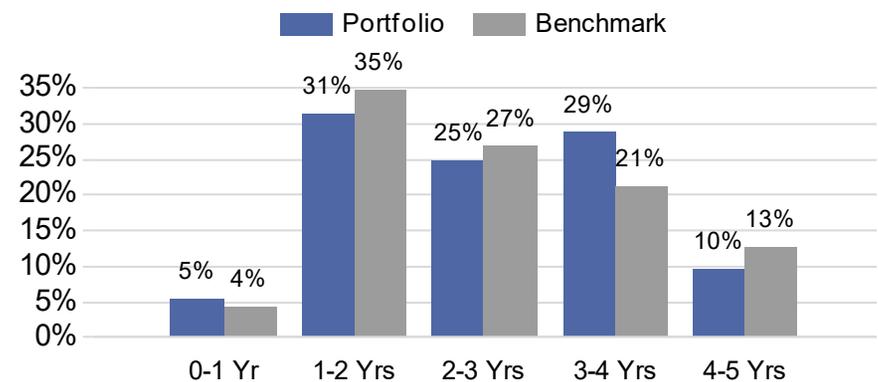
Sector Allocation



Credit Quality - S&P



Duration Distribution



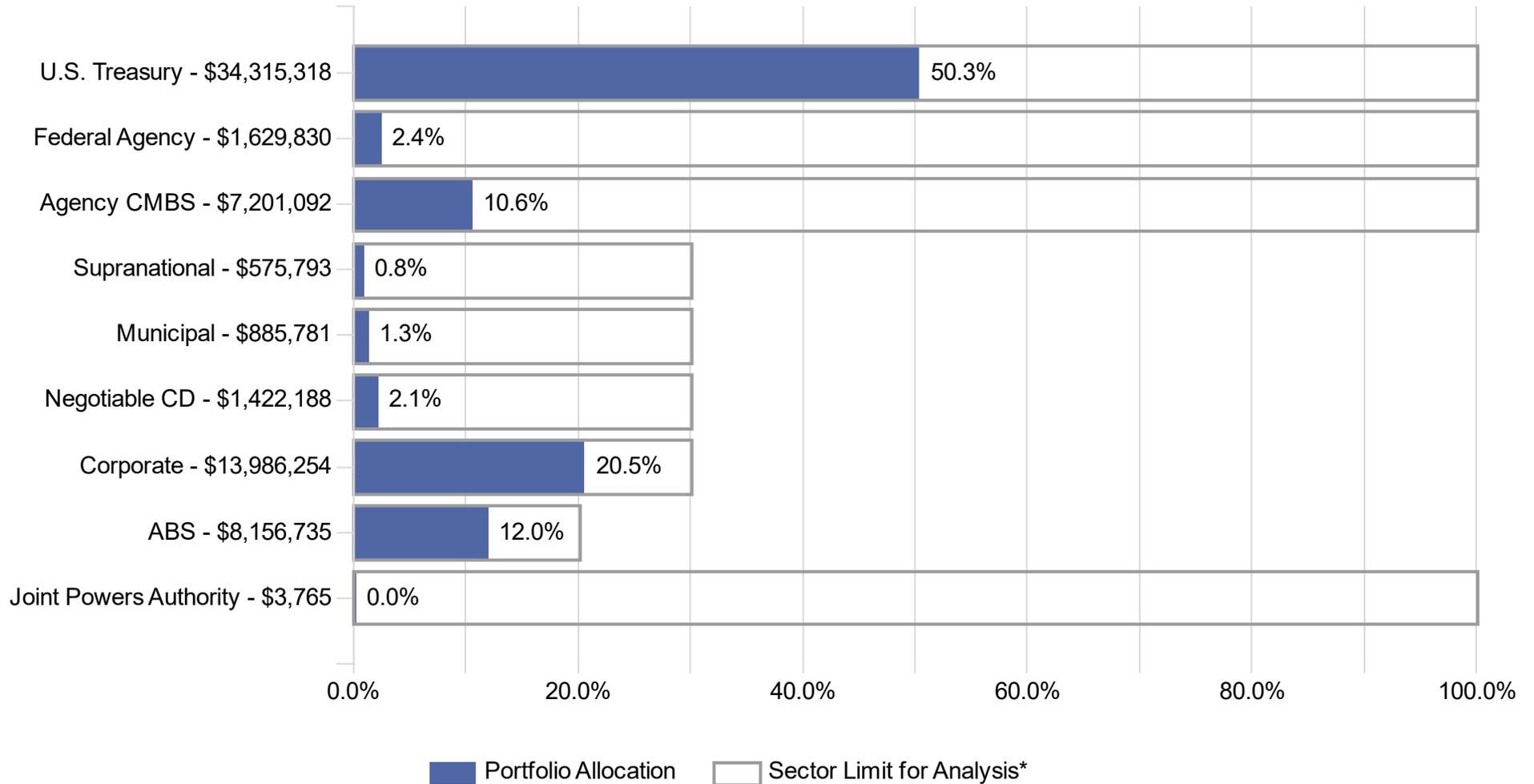
1. Total market value includes accrued interest and balances invested in CAMP, as of September 30, 2023.

Yield and duration calculations exclude balances invested in CAMP.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

**Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*

Certificate of Compliance

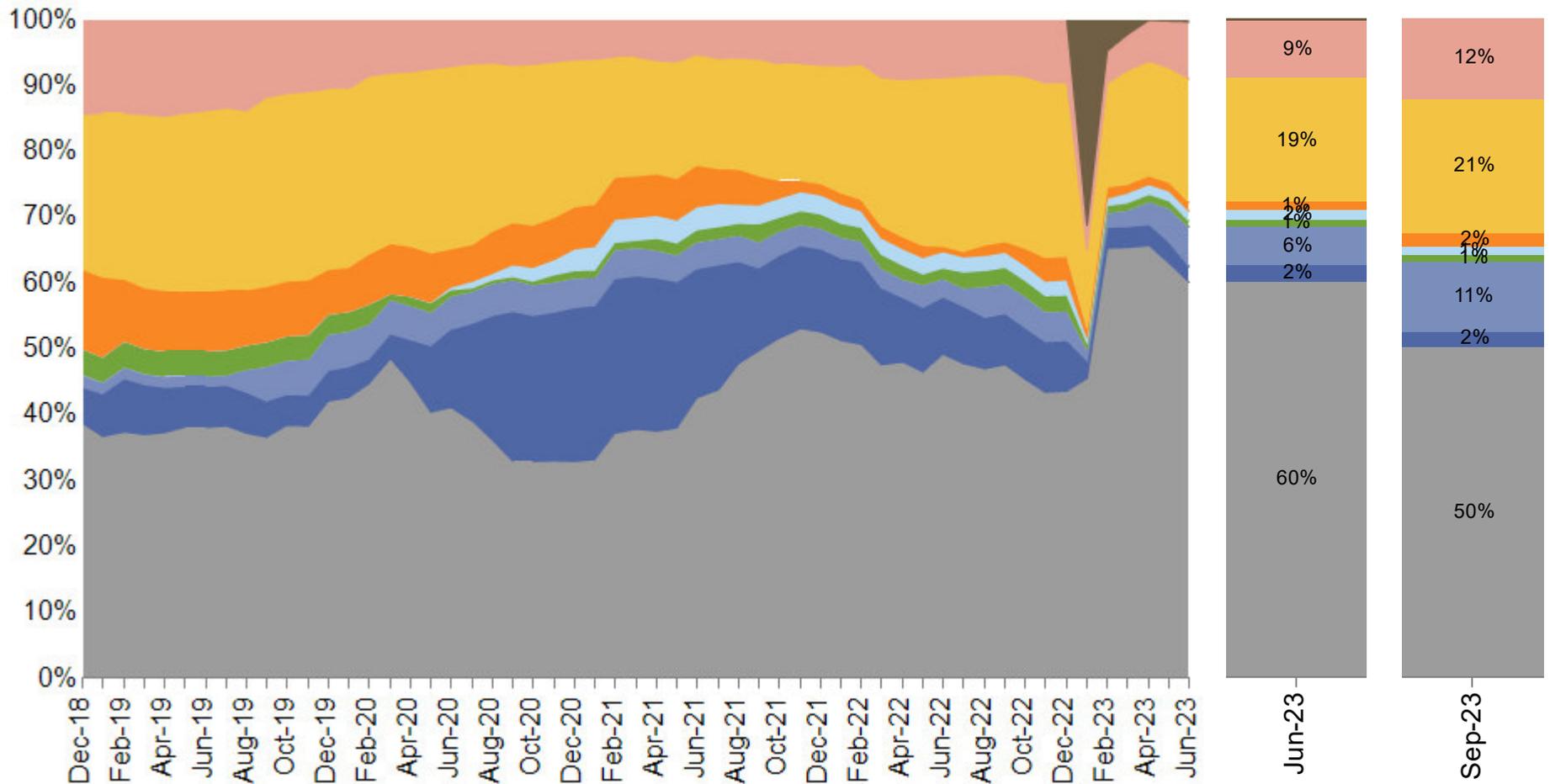
During the reporting period for the quarter ended September 30, 2023, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Historical Sector Allocation

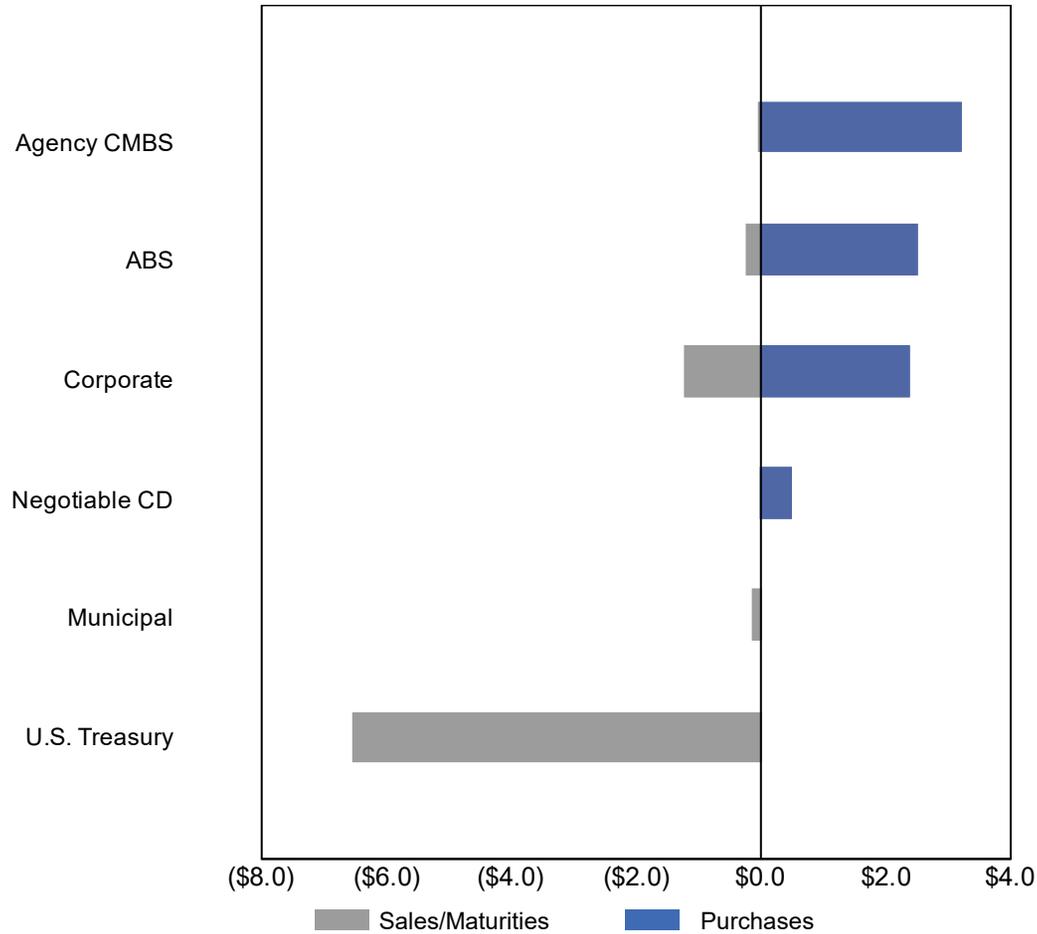
- U.S. Treasury
- Agency CMBS
- Supranational
- Negotiable CD
- Corporate
- ABS
- Joint Powers Authority
- Federal Agency
- Agency CMO
- Municipal



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.

Portfolio Activity

Net Activity by Sector
(\$ millions)

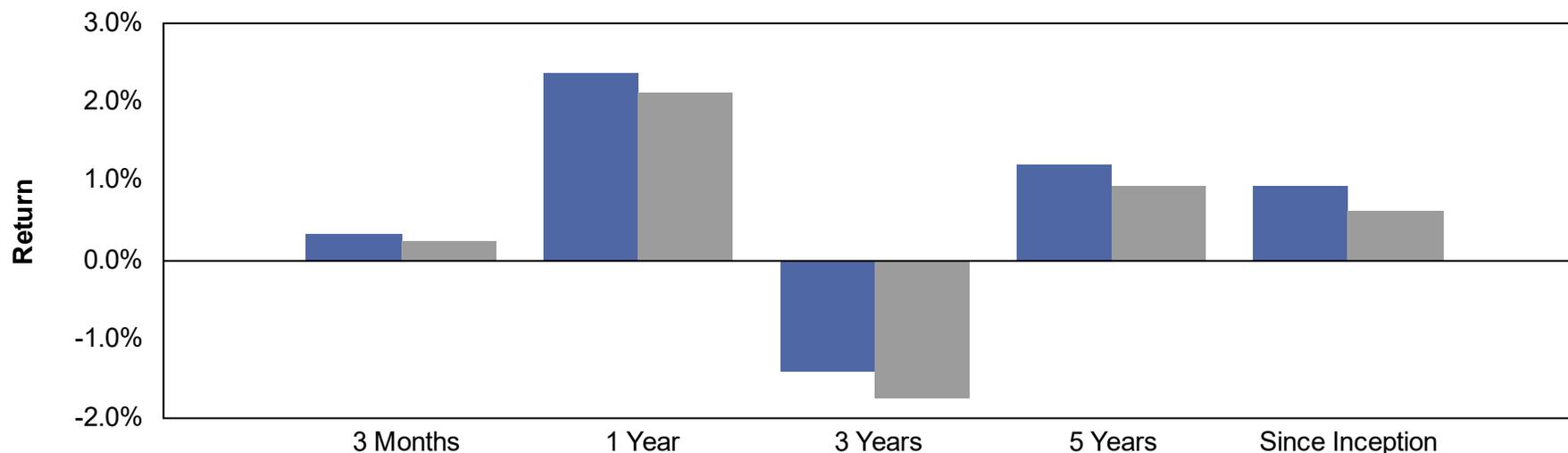


Sector	Net Activity
Agency CMBS	\$3,186,890
ABS	\$2,289,666
Corporate	\$1,195,549
Negotiable CD	\$500,000
Municipal	(\$125,312)
U.S. Treasury	(\$6,503,874)
Total Net Activity	\$542,918

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance

■ Portfolio ■ Benchmark



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$528,643	\$1,635,116	\$2,571,773	\$4,017,730	\$5,235,373
Change in Market Value	(\$302,106)	(\$506,509)	(\$3,608,204)	(\$268,853)	\$9,831,302
Total Dollar Return	\$226,537	\$1,128,607	(\$1,036,431)	\$3,748,877	\$15,066,675
Total Return³					
Portfolio	0.33%	2.37%	-1.42%	1.21%	0.94%
Benchmark ⁴	0.23%	2.12%	-1.76%	0.93%	0.62%
Difference	0.10%	0.24%	0.34%	0.28%	0.33%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

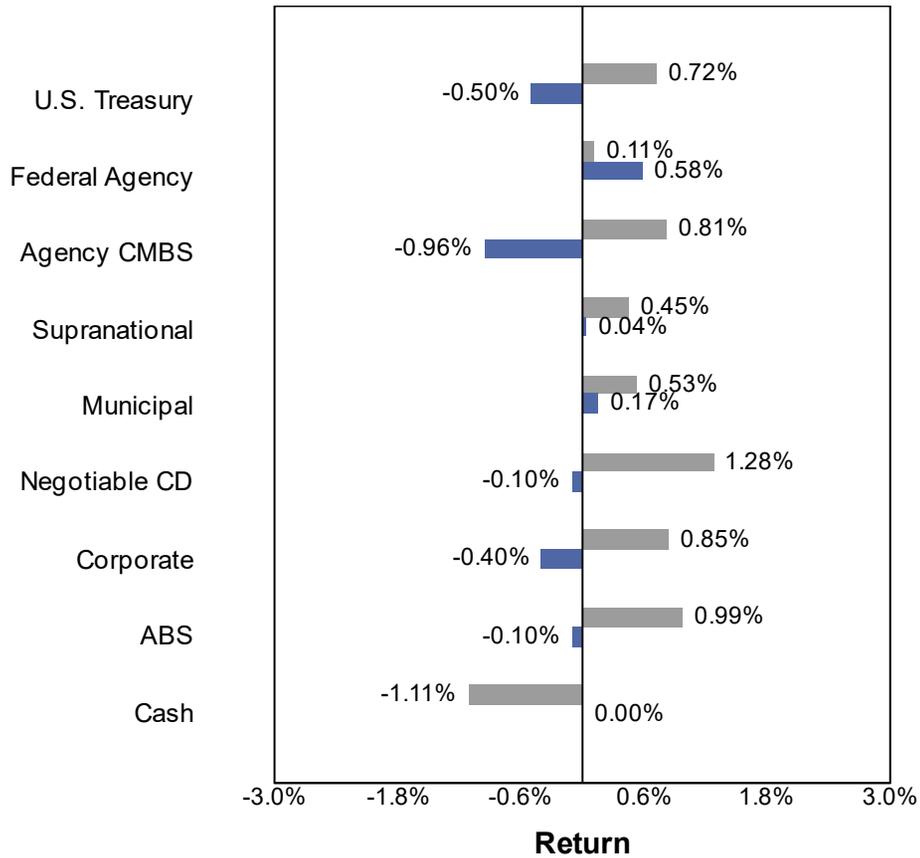
3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Quarterly Sector Performance

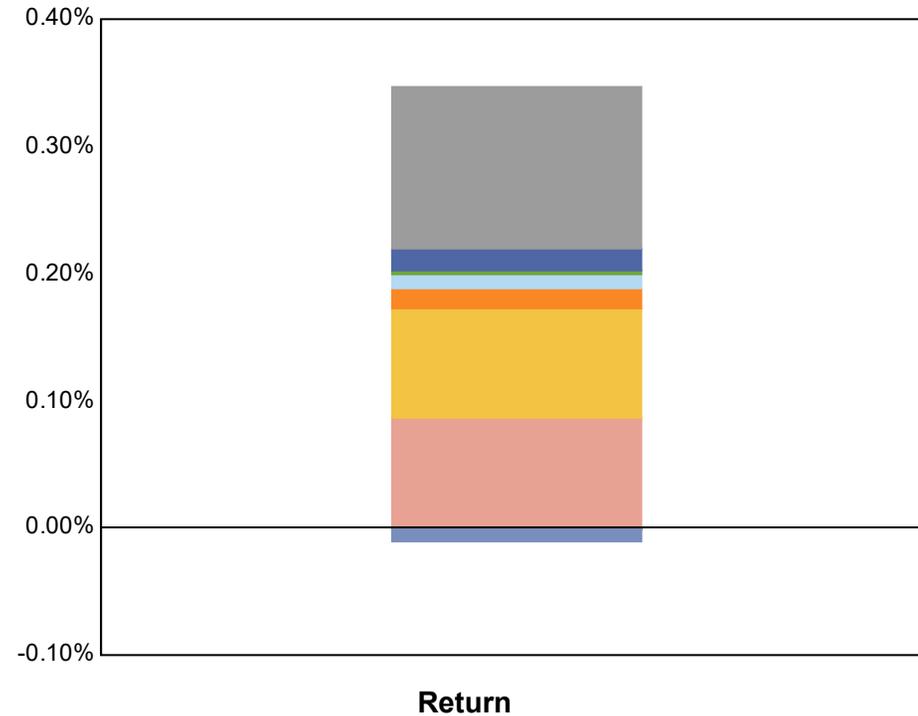
Total Return by Sector

Price Returns Income Returns



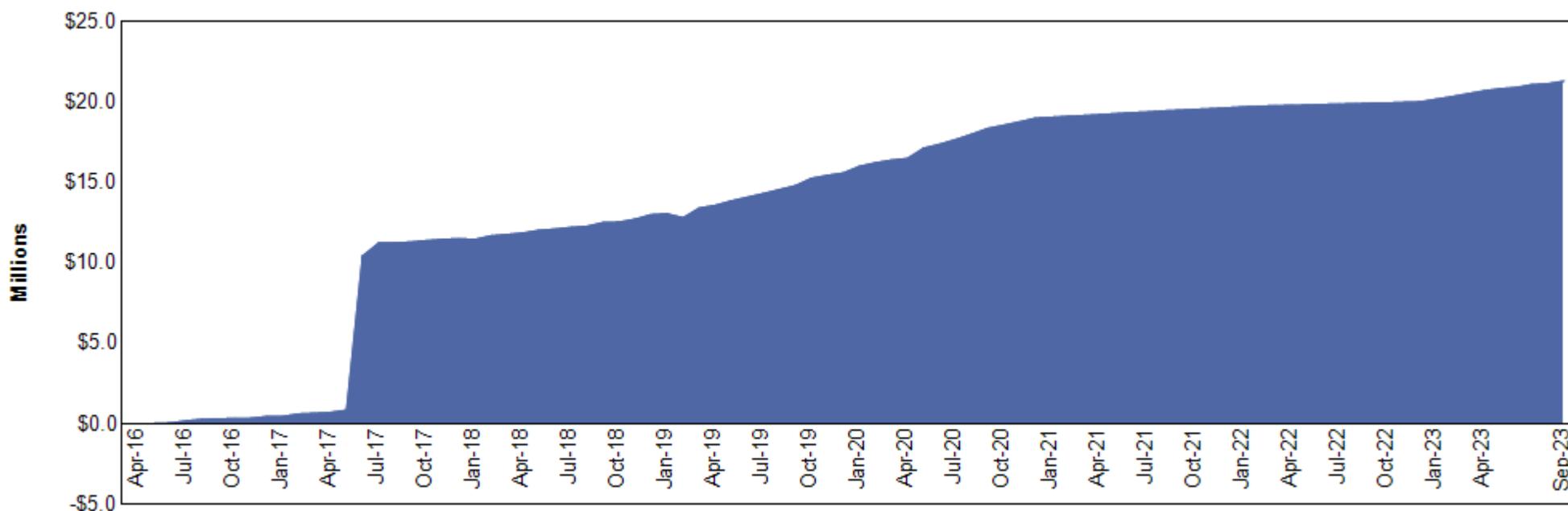
Contribution to Total Return

U.S. Treasury | 0.13% Negotiable CD | 0.02%
 Federal Agency | 0.02% Corporate | 0.09%
 Agency CMBS | -0.01% ABS | 0.09%
 Supranational | <0.01% Cash | >-0.01%
 Municipal | 0.01%



1. Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
2. Income returns calculated as interest earned on investments during the period.
3. Price returns calculated as the change in market value of each security for the period.
4. Returns are presented on a periodic basis.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$528,643	\$1,635,116	\$2,571,773	\$4,017,730	\$5,235,373
Realized Gains / (Losses) ³	(\$195,497)	(\$434,637)	(\$260,972)	(\$80,961)	(\$258,372)
Change in Amortized Cost	\$65,904	\$173,276	\$639,492	\$4,863,598	\$16,319,708
Total Earnings	\$399,050	\$1,373,755	\$2,950,293	\$8,800,366	\$21,296,709

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
 3. Realized gains / (losses) are shown on an amortized cost basis.

Fixed-Income Sector Outlook – 4Q 2023

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	



Issuer Distribution

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	50.3%	
UNITED STATES TREASURY	50.3%	AA / Aaa / AA
Federal Agency	2.4%	
FANNIE MAE	1.5%	AA / Aaa / AA
FREDDIE MAC	0.9%	AA / Aaa / AA
Agency CMBS	10.6%	
FANNIE MAE	1.9%	AA / Aaa / AA
FREDDIE MAC	8.7%	AA / Aaa / AA
Supranational	0.8%	
INTER-AMERICAN DEVELOPMENT BANK	0.5%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	0.4%	AAA / Aaa / AAA
Municipal	1.3%	
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.3%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.1%	AA / A / A
NEW YORK ST URBAN DEVELOPMENT CORP	0.5%	NR / NR / AA
STATE OF CALIFORNIA	0.4%	AA / Aa / AA
Negotiable CD	2.1%	
CREDIT AGRICOLE SA	0.4%	A / Aa / AA
NATIXIS NY BRANCH	0.7%	A / A / A
NORDEA BANK ABP	0.5%	AA / Aa / AA
TORONTO-DOMINION BANK	0.5%	A / A / NR
Corporate	20.5%	
ADOBE INC	0.2%	A / A / NR
AMAZON.COM INC	0.1%	AA / A / AA
AMERICAN EXPRESS CO	0.1%	BBB / A / A
AMERICAN HONDA FINANCE	0.6%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	20.5%	
APPLE INC	0.3%	AA / Aaa / NR
ASTRAZENECA PLC	0.2%	A / A / A
BANK OF AMERICA CO	1.4%	A / Aa / AA
BMW FINANCIAL SERVICES NA LLC	0.7%	A / A / NR
BURLINGTON NORTHERN SANTA FE	0.2%	AA / A / NR
CHARLES SCHWAB	0.2%	A / A / A
CINTAS CORPORATION NO. 2	0.1%	A / A / NR
CITIGROUP INC	0.6%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	0.0%	AA / Aa / NR
COMMONWEALTH BANK OF AUSTRALIA	0.7%	AA / Aa / A
DEERE & COMPANY	0.6%	A / A / A
GENERAL DYNAMICS CORP	0.4%	A / A / NR
GOLDMAN SACHS GROUP INC	0.2%	BBB / A / A
HERSHEY COMPANY	0.9%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HONEYWELL INTERNATIONAL	0.3%	A / A / A
HSBC HOLDINGS PLC	0.8%	A / A / A
IBM CORP	0.3%	A / A / NR
INTEL CORPORATION	0.3%	A / A / A
JP MORGAN CHASE & CO	0.9%	A / A / AA
LOCKHEED MARTIN CORP	0.1%	A / A / A
Mercedes-Benz Group AG	0.7%	A / A / A
MORGAN STANLEY	0.5%	A / A / A
NATIONAL AUSTRALIA BANK LTD	0.4%	AA / Aa / NR
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.3%	A / A / A
NESTLE SA	0.6%	AA / Aa / A

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch	Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	20.5%		ABS	12.0%	
NORTHERN TRUST	0.2%	A / A / A	DISCOVER FINANCIAL SERVICES	1.1%	AAA / Aaa / AAA
PACCAR FINANCIAL CORP	0.6%	A / A / NR	FIFTH THIRD AUTO TRUST	0.7%	AAA / Aaa / NR
PEPSICO INC	0.4%	A / A / NR	FORD CREDIT AUTO OWNER TRUST	0.6%	AAA / NR / AAA
PNC FINANCIAL SERVICES GROUP	0.2%	A / A / A	GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.7%	AAA / Aaa / AAA
PRAXAIR INC	0.3%	A / A / NR	HARLEY-DAVIDSON MOTORCYCLE TRUST	1.3%	AAA / Aaa / AAA
ROCHE HOLDINGS INC	0.6%	AA / Aa / AA	HONDA AUTO RECEIVABLES	0.0%	AAA / NR / AAA
STATE STREET CORPORATION	0.8%	A / A / AA	HYUNDAI AUTO RECEIVABLES	1.2%	AAA / NR / AAA
TARGET CORP	0.3%	A / A / A	KUBOTA CREDIT OWNER TRUST	1.0%	NR / Aaa / AAA
TEXAS INSTRUMENTS INC	0.2%	A / Aa / NR	MERCEDES-BENZ AUTO RECEIVABLES	0.6%	AAA / Aaa / AAA
THE BANK OF NEW YORK MELLON CORPORATION	0.8%	A / A / AA	TOYOTA MOTOR CORP	0.5%	AAA / Aaa / AAA
THE WALT DISNEY CORPORATION	0.5%	A / A / A	USAA AUTO OWNER TRUST	0.8%	AAA / Aaa / NR
TOYOTA MOTOR CORP	0.5%	A / A / A	VERIZON OWNER TRUST	0.0%	NR / Aaa / AAA
TRUIST FIN CORP	0.3%	A / A / A	VOLKSWAGEN OF AMERICA	0.1%	AAA / Aaa / NR
UNITEDHEALTH GROUP INC	0.3%	A / A / A	WORLD OMNI AUTO REC TRUST	0.1%	AAA / NR / AAA
USAA CAPITAL CORP	0.2%	AA / Aa / NR	Total	100.0%	
WAL-MART STORES INC	0.2%	AA / Aa / AA			
WELLS FARGO & COMPANY	0.7%	A / Aa / AA			
ABS	12.0%				
ALLY AUTO RECEIVABLES TRUST	0.4%	NR / Aaa / AAA			
AMERICAN EXPRESS CO	0.4%	AAA / NR / AAA			
BANK OF AMERICA CO	0.3%	AAA / NR / AAA			
Bank of America Corp	0.3%	NR / Aaa / AAA			
BMW VEHICLE OWNER TRUST	0.2%	AAA / NR / AAA			
CAPITAL ONE FINANCIAL CORP	1.2%	AAA / Aaa / AAA			
CARMAX AUTO OWNER TRUST	0.6%	AAA / Aaa / AAA			

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Portfolio Transactions

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/5/2023	7/7/2023	155,000.00	02665WEK3	AMERICAN HONDA FINANCE CORPORATE NOTES	5.25%	7/7/2026	154,809.35	5.29%	
7/11/2023	7/18/2023	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	114,979.62	5.47%	
7/11/2023	7/19/2023	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	139,993.92	5.48%	
7/11/2023	7/19/2023	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	139,994.60	5.45%	
7/11/2023	7/19/2023	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	249,957.38	5.46%	
7/13/2023	7/20/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	708,771.95	4.59%	
7/18/2023	7/26/2023	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	174,955.80	5.29%	
7/25/2023	7/31/2023	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	234,991.09	5.53%	
7/31/2023	8/3/2023	195,000.00	857477CD3	STATE STREET CORP NOTES (CALLABLE)	5.27%	8/3/2026	195,000.00	5.27%	
8/3/2023	8/9/2023	250,000.00	94988J6D4	WELLS FARGO BANK NA BANK NOTES (CALLABLE)	5.45%	8/7/2026	249,782.50	5.48%	
8/9/2023	8/14/2023	275,000.00	89236TKX2	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	5.00%	8/14/2026	274,667.25	5.04%	
8/10/2023	8/15/2023	500,000.00	3137H14B9	FHMS K743 A2	1.77%	5/1/2028	437,961.36	4.73%	
8/11/2023	8/15/2023	300,000.00	05565ECE3	BMW US CAPITAL LLC CORP NOTES (CALLABLE)	5.05%	8/11/2028	297,732.33	5.24%	
8/14/2023	8/18/2023	450,000.00	06428CAA2	BANK OF AMERICA NA CORPORATE NOTES	5.52%	8/18/2026	450,000.00	5.53%	
8/15/2023	8/23/2023	475,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	474,970.55	5.53%	
8/21/2023	8/23/2023	475,000.00	58769JAL1	MERCEDES-BENZ FIN NA CORPORATE NOTES	5.10%	8/3/2028	470,360.83	5.39%	
8/22/2023	8/25/2023	550,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	530,739.46	5.07%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
8/24/2023	8/29/2023	262,831.57	3136AX7E9	FNA 2017-M12 A2	3.16%	6/1/2027	246,384.14	5.07%	
8/24/2023	8/29/2023	369,528.04	3136AY6X6	FNA 2017-M15 A2	3.06%	9/1/2027	344,987.90	3.29%	
9/5/2023	9/8/2023	300,000.00	24422EXD6	JOHN DEERE CAPITAL CORP CORPORATE NOTES	5.15%	9/8/2026	299,787.00	5.18%	
9/7/2023	9/14/2023	650,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	641,476.01	4.99%	
9/7/2023	9/15/2023	520,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	519,909.00	5.58%	
9/18/2023	9/20/2023	500,000.00	63873QP65	NATIXIS NY BRANCH CERT DEPOS	5.61%	9/18/2026	500,000.00	5.58%	
9/19/2023	9/28/2023	285,000.00	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	286,125.47	5.27%	
9/20/2023	9/27/2023	465,000.00	41285YAC9	HDMOT 2023-B A3	5.69%	8/15/2028	464,894.86	5.70%	
Total BUY		8,732,359.61					8,603,232.37		0.00
INTEREST									
7/1/2023	7/1/2023	255,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/2025	1,603.95		
7/1/2023	7/1/2023	70,000.00	646140DN0	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.89%	1/1/2025	313.95		
7/1/2023	7/25/2023	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
7/1/2023	7/25/2023	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
7/1/2023	7/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
7/1/2023	7/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
7/1/2023	7/25/2023	182,131.49	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	410.10		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/1/2023	7/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
7/1/2023	7/25/2023	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		
7/1/2023	7/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
7/1/2023	7/25/2023	240,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	669.40		
7/1/2023	7/25/2023	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		
7/1/2023	7/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
7/1/2023	7/25/2023	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
7/8/2023	7/8/2023	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/2024	2,512.50		
7/8/2023	7/8/2023	250,000.00	02665WDJ7	AMERICAN HONDA FINANCE CORPORATE NOTES	2.35%	1/8/2027	2,937.50		
7/10/2023	7/10/2023	175,000.00	172967LD1	CITIGROUP INC CORP (CALLABLE) NOTES	3.88%	1/10/2028	3,401.13		
7/12/2023	7/12/2023	305,000.00	63253QAA2	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	4.96%	1/12/2026	7,573.15		
7/15/2023	7/15/2023	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
7/15/2023	7/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
7/15/2023	7/15/2023	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.13		
7/15/2023	7/15/2023	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	2,598.59		
7/15/2023	7/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
7/15/2023	7/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/15/2023	7/15/2023	2,750,000.00	91282CGE5	US TREASURY N/B NOTES	3.87%	1/15/2026	53,281.25		
7/15/2023	7/15/2023	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,059.27		
7/15/2023	7/15/2023	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,069.37		
7/15/2023	7/15/2023	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
7/15/2023	7/15/2023	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
7/15/2023	7/15/2023	34,605.67	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	14.42		
7/15/2023	7/15/2023	41,432.38	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	13.12		
7/15/2023	7/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
7/15/2023	7/15/2023	200,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	1,950.00		
7/15/2023	7/15/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
7/15/2023	7/15/2023	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
7/15/2023	7/15/2023	72,749.48	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	31.52		
7/15/2023	7/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
7/15/2023	7/15/2023	17,220.51	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	4.88		
7/15/2023	7/15/2023	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
7/15/2023	7/15/2023	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		
7/15/2023	7/15/2023	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/15/2023	7/15/2023	130,184.19	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	59.67		
7/15/2023	7/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
7/15/2023	7/15/2023	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	552.06		
7/15/2023	7/15/2023	123,684.03	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	57.72		
7/15/2023	7/15/2023	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		
7/15/2023	7/15/2023	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
7/15/2023	7/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
7/15/2023	7/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
7/16/2023	7/16/2023	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
7/16/2023	7/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
7/16/2023	7/16/2023	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
7/18/2023	7/18/2023	28,892.40	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	8.91		
7/20/2023	7/20/2023	13,776.74	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	5.40		
7/20/2023	7/20/2023	11,721.60	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	3.81		
7/20/2023	7/20/2023	124,399.67	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	105.74		
7/20/2023	7/20/2023	14,579.06	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	4.13		
7/21/2023	7/21/2023	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	740.63		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/25/2023	7/25/2023	60,000.00	17327CAN3	CITIGROUP INC CORP NOTES (CALLABLE)	2.01%	1/25/2026	604.20		
7/26/2023	7/26/2023	50,000.00	857477BZ5	STATE STREET CORP NOTES (CALLABLE)	4.85%	1/26/2026	1,214.25		
7/26/2023	7/26/2023	40,000.00	693475BL8	PNC FINANCIAL SERVICES CORP NOTES (CALLA	4.75%	1/26/2027	962.17		
7/27/2023	7/27/2023	175,000.00	61761J3R8	MORGAN STANLEY CORP NOTES	3.12%	7/27/2026	2,734.38		
7/27/2023	7/27/2023	240,000.00	459200KS9	IBM CORP CORPORATE NOTES	4.00%	7/27/2025	4,800.00		
7/28/2023	7/28/2023	105,000.00	89788MAH5	TRUIST FIN CORP NOTES (CALLABLE)	4.26%	7/28/2026	2,236.50		
7/28/2023	7/28/2023	200,000.00	61747YEZ4	MORGAN STANLEY CORPORATE NOTES (CALLABLE	5.05%	1/28/2027	5,302.50		
7/31/2023	7/31/2023	2,000,000.00	91282CGG0	US TREASURY N/B NOTES	4.12%	1/31/2025	41,250.00		
7/31/2023	7/31/2023	100,000.00	912828Z52	US TREASURY NOTES	1.37%	1/31/2025	687.50		
7/31/2023	7/31/2023	2,000,000.00	91282CGH8	US TREASURY N/B NOTES	3.50%	1/31/2028	35,000.00		
7/31/2023	7/31/2023	400,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	500.00		
7/31/2023	7/31/2023	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	375.00		
8/1/2023	8/25/2023	181,869.64	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	409.51		
8/1/2023	8/25/2023	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
8/1/2023	8/25/2023	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		
8/1/2023	8/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
8/1/2023	8/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/1/2023	8/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
8/1/2023	8/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
8/1/2023	8/25/2023	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
8/1/2023	8/25/2023	240,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	669.40		
8/1/2023	8/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
8/1/2023	8/25/2023	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
8/1/2023	8/25/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		
8/1/2023	8/25/2023	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		
8/1/2023	8/1/2023	175,000.00	00724PAB5	ADOBE INC (CALLABLE) CORP NOTE	1.90%	2/1/2025	1,662.50		
8/5/2023	8/5/2023	225,000.00	458140BY5	INTEL CORP NOTES (CALLABLE)	3.75%	8/5/2027	4,218.75		
8/6/2023	8/6/2023	80,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/2025	720.00		
8/6/2023	8/6/2023	75,000.00	857477BR3	STATE STREET CORP (CALLABLE) CORPORATE N	1.74%	2/6/2026	654.75		
8/7/2023	8/7/2023	45,000.00	63743HFC1	NATIONAL RURAL UTIL COOP CORPORATE NOTES	1.87%	2/7/2025	421.88		
8/8/2023	8/8/2023	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/2024	113.75		
8/12/2023	8/12/2023	70,000.00	05565EBU8	BMW US CAPITAL LLC CORPORATE NOTES	0.75%	8/12/2024	262.50		
8/12/2023	8/12/2023	140,000.00	38141GXS8	GOLDMAN SACHS GROUP INC CORP NOTES (CALL	0.85%	2/12/2026	598.50		
8/13/2023	8/13/2023	70,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	630.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/13/2023	8/13/2023	295,000.00	713448FQ6	PEPSICO INC CORP NOTES (CALLABLE)	4.55%	2/13/2026	6,636.68		
8/15/2023	8/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
8/15/2023	8/15/2023	350,000.00	427866AX6	HERSHEY COMPANY CORP NOTES (CALLABLE)	2.30%	8/15/2026	4,025.00		
8/15/2023	8/15/2023	93,436.17	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	59.95		
8/15/2023	8/15/2023	6,000,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	67,500.00		
8/15/2023	8/15/2023	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,869.29		
8/15/2023	8/15/2023	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	871.67		
8/15/2023	8/15/2023	37,610.39	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	11.91		
8/15/2023	8/15/2023	30,919.89	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	12.88		
8/15/2023	8/15/2023	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	487.67		
8/15/2023	8/15/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
8/15/2023	8/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
8/15/2023	8/15/2023	122,978.56	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	56.37		
8/15/2023	8/15/2023	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
8/15/2023	8/15/2023	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,034.87		
8/15/2023	8/15/2023	225,000.00	438516CJ3	HONEYWELL INTL CORP NOTES (CALLABLE)	4.95%	2/15/2028	5,568.75		
8/15/2023	8/15/2023	67,628.11	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	29.31		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/15/2023	8/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
8/15/2023	8/15/2023	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	1,528.58		
8/15/2023	8/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
8/15/2023	8/15/2023	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		
8/15/2023	8/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
8/15/2023	8/15/2023	230,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	1,805.56		
8/15/2023	8/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
8/15/2023	8/15/2023	115,000.00	882508BV5	TEXAS INSTRUMENTS INC CORP NOTE (CALLABL	4.60%	2/15/2028	2,645.00		
8/15/2023	8/15/2023	97,705.93	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	57.81		
8/15/2023	8/15/2023	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		
8/15/2023	8/15/2023	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	985.83		
8/15/2023	8/15/2023	113,529.51	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	76.63		
8/15/2023	8/15/2023	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		
8/15/2023	8/15/2023	73,338.27	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	45.23		
8/15/2023	8/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
8/15/2023	8/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
8/15/2023	8/15/2023	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	541.48		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/15/2023	8/15/2023	15,852.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	4.49		
8/15/2023	8/15/2023	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.12		
8/15/2023	8/15/2023	25,000.00	194162AM5	COLGATE-PALMOLIVE CO CORPORATE NOTES	3.10%	8/15/2025	387.50		
8/15/2023	8/15/2023	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
8/15/2023	8/15/2023	116,345.20	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	54.29		
8/15/2023	8/15/2023	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	554.09		
8/15/2023	8/15/2023	200,000.00	9128282A7	US TREASURY NOTES	1.50%	8/15/2026	1,500.00		
8/16/2023	8/16/2023	250,000.00	22536AZR8	CREDIT AGRICOLE CIB NY CERT DEPOS	4.10%	8/16/2024	10,306.94		
8/16/2023	8/16/2023	60,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.56%	2/16/2025	168.90		
8/16/2023	8/16/2023	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	572.25		
8/16/2023	8/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
8/16/2023	8/16/2023	77,296.24	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	43.80		
8/16/2023	8/16/2023	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
8/18/2023	8/18/2023	23,954.16	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	7.39		
8/20/2023	8/20/2023	8,734.03	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	3.42		
8/20/2023	8/20/2023	1,630.19	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	0.53		
8/20/2023	8/20/2023	116,739.34	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	99.23		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/20/2023	8/20/2023	570.12	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	0.16		
8/24/2023	8/24/2023	100,000.00	46647PCV6	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	2.59%	2/24/2026	1,297.50		
8/25/2023	8/25/2023	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	1,490.63		
8/25/2023	8/25/2023	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	646.52		
8/30/2023	8/30/2023	325,000.00	254687FK7	WALT DISNEY COMPANY/THE (CALLABLE)	1.75%	8/30/2024	2,843.75		
8/31/2023	8/31/2023	700,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	875.00		
8/31/2023	8/31/2023	1,025,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	2,562.50		
8/31/2023	8/31/2023	775,000.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/2025	4,359.38		
9/1/2023	9/1/2023	265,000.00	13063D3N6	CA ST MUNICIPAL BONDS	4.84%	3/1/2027	5,921.54		
9/1/2023	9/25/2023	262,831.57	3136AX7E9	FNA 2017-M12 A2	3.16%	6/1/2027	693.10		
9/1/2023	9/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
9/1/2023	9/25/2023	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
9/1/2023	9/25/2023	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
9/1/2023	9/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
9/1/2023	9/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
9/1/2023	9/25/2023	550,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	1,920.42		
9/1/2023	9/25/2023	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/1/2023	9/25/2023	369,528.04	3136AY6X6	FNA 2017-M15 A2	3.06%	9/1/2027	942.16		
9/1/2023	9/25/2023	181,625.73	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	408.96		
9/1/2023	9/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
9/1/2023	9/25/2023	500,000.00	3137H14B9	FHMS K743 A2	1.77%	5/1/2028	737.50		
9/1/2023	9/25/2023	240,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	669.40		
9/1/2023	9/25/2023	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		
9/1/2023	9/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
9/1/2023	9/25/2023	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
9/1/2023	9/25/2023	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		
9/4/2023	9/4/2023	85,000.00	025816CQ0	AMERICAN EXPRESS CO CORP NOTES (CALLABLE	2.25%	3/4/2025	956.25		
9/7/2023	9/7/2023	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/2024	1,690.00		
9/8/2023	9/8/2023	125,000.00	24422EWD7	JOHN DEERE CAPITAL CORP CORPORATE NOTES	2.35%	3/8/2027	1,468.75		
9/9/2023	9/9/2023	125,000.00	931142EW9	WALMART INC CORPORATE NOTES	3.90%	9/9/2025	2,437.50		
9/10/2023	9/10/2023	425,000.00	771196BT8	ROCHE HOLDINGS INC (CALLABLE) CORPORATE	2.13%	3/10/2025	4,530.50		
9/12/2023	9/12/2023	150,000.00	641062BA1	NESTLE HOLDINGS INC CORP NOTE	4.00%	9/12/2025	3,000.00		
9/13/2023	9/13/2023	500,000.00	20271RAR1	COMMONWEALTH BK AUSTR NY CORPORATE	5.31%	3/13/2026	13,290.00		
9/13/2023	9/13/2023	65,000.00	63743HFH0	NATIONAL RURAL UTIL COOP CORP NOTES (CAL	4.45%	3/13/2026	1,719.43		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/14/2023	9/14/2023	250,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	3,500.00		
9/14/2023	9/14/2023	245,000.00	641062AU8	NESTLE HOLDINGS INC CORP NOTES (CALLABLE)	0.60%	9/14/2024	742.35		
9/15/2023	9/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
9/15/2023	9/15/2023	340,000.00	650036DT0	NY ST URBAN DEV CORP TXBL REV BONDS	0.87%	3/15/2025	1,479.00		
9/15/2023	9/15/2023	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.12		
9/15/2023	9/15/2023	92,204.98	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	54.55		
9/15/2023	9/15/2023	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
9/15/2023	9/15/2023	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
9/15/2023	9/15/2023	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	639.33		
9/15/2023	9/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
9/15/2023	9/15/2023	88,473.16	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	56.77		
9/15/2023	9/15/2023	27,592.81	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	11.50		
9/15/2023	9/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
9/15/2023	9/15/2023	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		
9/15/2023	9/15/2023	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	1,137.50		
9/15/2023	9/15/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
9/15/2023	9/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2023	9/15/2023	475,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	1,605.24		
9/15/2023	9/15/2023	116,363.42	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	53.33		
9/15/2023	9/15/2023	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	871.67		
9/15/2023	9/15/2023	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,869.29		
9/15/2023	9/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
9/15/2023	9/15/2023	62,788.50	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	27.21		
9/15/2023	9/15/2023	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,082.96		
9/15/2023	9/15/2023	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		
9/15/2023	9/15/2023	230,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	918.08		
9/15/2023	9/15/2023	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		
9/15/2023	9/15/2023	109,336.18	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	51.02		
9/15/2023	9/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
9/15/2023	9/15/2023	33,989.09	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	10.76		
9/15/2023	9/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
9/15/2023	9/15/2023	14,576.29	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	4.13		
9/15/2023	9/15/2023	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,034.87		
9/15/2023	9/15/2023	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	1,528.58		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2023	9/15/2023	35,000.00	437076CR1	HOME DEPOT INC NOTES (CALLABLE)	4.00%	9/15/2025	700.00		
9/15/2023	9/15/2023	68,788.91	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	42.42		
9/15/2023	9/15/2023	107,689.44	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	72.69		
9/15/2023	9/15/2023	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	770.00		
9/15/2023	9/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
9/16/2023	9/16/2023	73,175.98	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	41.47		
9/16/2023	9/16/2023	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	635.83		
9/16/2023	9/16/2023	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
9/16/2023	9/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
9/17/2023	9/17/2023	65,000.00	172967NL1	CITIGROUP INC CORP NOTES (CALLABLE)	3.29%	3/17/2026	1,069.25		
9/17/2023	9/17/2023	275,000.00	40428HVL3	HSBC USA INC CORPORATE NOTES	5.62%	3/17/2025	7,734.38		
9/18/2023	9/18/2023	105,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/2024	393.75		
9/18/2023	9/18/2023	19,397.45	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	5.98		
9/20/2023	9/20/2023	109,927.94	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	93.44		
9/20/2023	9/20/2023	4,369.97	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	1.71		
9/23/2023	9/23/2023	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	553.13		
9/23/2023	9/23/2023	330,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	825.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/24/2023	9/24/2023	250,000.00	95000U2V4	WELLS FARGO CORP NOTES (CALLABLE)	3.52%	3/24/2028	4,407.50		
9/25/2023	9/25/2023	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	524.21		
9/30/2023	9/30/2023	350,000.00	69371RS49	PACCAR FINANCIAL CORP CORPORATE NOTES	4.45%	3/30/2026	7,787.50		
9/30/2023	9/30/2023	600,000.00	91282CEF4	US TREASURY N/B NOTES	2.50%	3/31/2027	7,500.00		
9/30/2023	9/30/2023	200,000.00	857477BM4	STATE STREET CORP NOTES (CALLABLE)	2.90%	3/30/2026	2,901.00		
9/30/2023	9/30/2023	225,000.00	91282CCZ2	US TREASURY N/B NOTES	0.87%	9/30/2026	984.38		
Total INTEREST		63,718,174.43					474,428.67		0.00
MATURITY									
8/1/2023	8/1/2023	125,000.00	798306WM4	SAN JUAN USD, CA TXBL GO BONDS	0.49%	8/1/2023	125,311.88		
8/11/2023	8/11/2023	35,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/2023	35,074.55		
Total MATURITY		160,000.00					160,386.43		0.00
PAYDOWNS									
7/1/2023	7/25/2023	261.85	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	261.85		
7/15/2023	7/15/2023	7,338.83	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	7,338.83		
7/15/2023	7/15/2023	7,205.63	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	7,205.63		
7/15/2023	7/15/2023	1,563.83	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	1,563.83		
7/15/2023	7/15/2023	5,121.37	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	5,121.37		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
7/15/2023	7/15/2023	1,368.51	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,368.51		
7/15/2023	7/15/2023	2,294.07	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	2,294.07		
7/15/2023	7/15/2023	3,685.78	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,685.78		
7/15/2023	7/15/2023	6,470.49	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	6,470.49		
7/15/2023	7/15/2023	3,821.99	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3,821.99		
7/15/2023	7/15/2023	1,661.73	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	1,661.73		
7/16/2023	7/16/2023	2,703.76	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	2,703.76		
7/18/2023	7/18/2023	4,938.24	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	4,938.24		
7/20/2023	7/20/2023	5,042.71	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	5,042.71		
7/20/2023	7/20/2023	7,660.33	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	7,660.33		
7/20/2023	7/20/2023	14,008.94	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	14,008.94		
7/20/2023	7/20/2023	10,091.41	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	10,091.41		
8/1/2023	8/25/2023	243.91	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	243.91		
8/15/2023	8/15/2023	4,963.01	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	4,963.01		
8/15/2023	8/15/2023	3,621.30	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3,621.30		
8/15/2023	8/15/2023	4,839.61	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	4,839.61		
8/15/2023	8/15/2023	3,327.08	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,327.08		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
8/15/2023	8/15/2023	4,549.36	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	4,549.36		
8/15/2023	8/15/2023	5,500.95	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	5,500.95		
8/15/2023	8/15/2023	7,009.02	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	7,009.02		
8/15/2023	8/15/2023	6,615.14	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	6,615.14		
8/15/2023	8/15/2023	1,275.71	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,275.71		
8/15/2023	8/15/2023	5,840.07	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	5,840.07		
8/16/2023	8/16/2023	4,120.26	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	4,120.26		
8/18/2023	8/18/2023	4,556.71	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	4,556.71		
8/20/2023	8/20/2023	570.12	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	570.12		
8/20/2023	8/20/2023	1,630.19	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	1,630.19		
8/20/2023	8/20/2023	6,811.40	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	6,811.40		
8/20/2023	8/20/2023	4,364.06	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	4,364.06		
9/1/2023	9/25/2023	244.88	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	244.88		
9/1/2023	9/25/2023	8,561.40	3136AY6X6	FNA 2017-M15 A2	3.06%	9/1/2027	8,561.40		
9/1/2023	9/25/2023	244.22	3136AX7E9	FNA 2017-M12 A2	3.16%	6/1/2027	244.22		
9/15/2023	9/15/2023	5,154.12	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	5,154.12		
9/15/2023	9/15/2023	3,628.62	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,628.62		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
9/15/2023	9/15/2023	4,523.86	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	4,523.86		
9/15/2023	9/15/2023	7,520.41	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	7,520.41		
9/15/2023	9/15/2023	1,431.66	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,431.66		
9/15/2023	9/15/2023	7,290.36	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	7,290.36		
9/15/2023	9/15/2023	5,078.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	5,078.00		
9/15/2023	9/15/2023	3,577.87	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3,577.87		
9/15/2023	9/15/2023	5,708.32	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	5,708.32		
9/15/2023	9/15/2023	6,261.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	6,261.00		
9/16/2023	9/16/2023	685.37	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	685.37		
9/16/2023	9/16/2023	4,195.58	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	4,195.58		
9/18/2023	9/18/2023	4,543.34	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	4,543.34		
9/20/2023	9/20/2023	3,693.32	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	3,693.32		
9/20/2023	9/20/2023	7,117.49	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	7,117.49		
Total PAYDOWNS		234,537.19					234,537.19		0.00
SELL									
7/5/2023	7/7/2023	110,000.00	02665WDY4	AMERICAN HONDA FINANCE CORPORATE NOTES	0.75%	8/9/2024	104,774.27		-5,537.70
7/13/2023	7/18/2023	500,000.00	91282CHE4	US TREASURY N/B NOTES	3.62%	5/31/2028	494,466.89		3,149.80

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
7/18/2023	7/20/2023	700,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	693,741.85		-7,605.47
7/19/2023	7/21/2023	125,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	123,818.79		-1,436.33
7/26/2023	7/31/2023	250,000.00	58933YAU9	MERCK & CO INC (CALLABLE) CORP NOTES	2.90%	3/7/2024	248,940.00		-4,066.97
8/3/2023	8/7/2023	245,000.00	023135BW5	AMAZON.COM INC CORPORATE NOTES	0.45%	5/12/2024	235,857.21		-9,312.04
8/10/2023	8/14/2023	75,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	71,797.22		-351.54
8/10/2023	8/14/2023	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/2024	149,086.50		-1,406.54
8/10/2023	8/15/2023	425,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	422,011.72		-5,090.48
8/14/2023	8/15/2023	175,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	173,612.31		-2,253.30
8/15/2023	8/16/2023	75,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	74,437.37		-942.32
8/15/2023	8/18/2023	375,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	372,258.83		-4,726.79
8/16/2023	8/23/2023	475,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	471,894.92		-5,896.22
8/22/2023	8/23/2023	400,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	397,072.70		-5,277.74
8/23/2023	8/25/2023	600,000.00	91282CCF6	US TREASURY N/B NOTES	0.75%	5/31/2026	540,002.69		-59,609.37
8/24/2023	8/29/2023	475,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/2025	430,395.34		-40,415.73
8/24/2023	8/29/2023	75,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/2025	67,957.16		-6,349.94
8/28/2023	8/29/2023	75,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	74,465.01		-1,027.99
9/6/2023	9/8/2023	150,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	149,132.56		-2,027.77

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
9/6/2023	9/8/2023	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/2024	128,085.39		-1,900.81
9/11/2023	9/11/2023	300,000.00	06406RBC0	BANK OF NY MELLON CORP (CALLABLE) CORP N	3.35%	4/25/2025	294,772.42		-9,085.29
9/14/2023	9/14/2023	610,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	607,276.35		-7,867.68
9/15/2023	9/15/2023	500,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	497,727.58		-6,546.93
9/19/2023	9/20/2023	125,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	119,940.56		-895.07
9/20/2023	9/20/2023	25,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	23,992.02		-175.11
9/21/2023	9/27/2023	125,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	120,021.23		-925.58
9/21/2023	9/27/2023	575,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	572,869.14		-7,848.45
9/28/2023	9/28/2023	5,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	4,982.24		-68.06
Total SELL		7,850,000.00					7,665,390.27		-195,497.42

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 12/31/2022 4.250% 12/31/2024	91282CGD7	4,585,000.00	AA+	Aaa	1/31/2023	2/1/2023	4,582,671.69	4.28	49,245.14	4,583,477.77	4,521,956.25
US TREASURY NOTES DTD 01/31/2020 1.375% 01/31/2025	912828Z52	100,000.00	AA+	Aaa	2/19/2020	2/20/2020	99,859.38	1.40	231.66	99,962.02	94,937.50
US TREASURY N/B NOTES DTD 01/31/2023 4.125% 01/31/2025	91282CGG0	2,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	1,987,890.63	4.45	13,899.46	1,991,837.88	1,968,750.00
US TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	742.53	778,069.35	731,285.20
US TREASURY N/B NOTES DTD 04/15/2022 2.625% 04/15/2025	91282CEH0	200,000.00	AA+	Aaa	6/30/2023	6/30/2023	191,843.75	5.03	2,424.18	193,001.81	192,312.50
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	296,988.28	0.66	470.79	298,665.31	278,062.50
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	400,000.00	AA+	Aaa	6/3/2020	6/5/2020	399,875.00	0.38	627.72	399,959.71	370,750.00
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/30/2020	6/30/2020	324,873.05	0.26	273.05	324,957.02	299,609.38
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	425,000.00	AA+	Aaa	5/4/2021	5/6/2021	418,824.22	0.61	357.07	422,473.17	391,796.88
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/10/2021	6/10/2021	321,039.06	0.56	273.05	323,340.28	299,609.37
US TREASURY NOTES DTD 06/30/2020 0.250% 06/30/2025	912828ZW3	725,000.00	AA+	Aaa	6/28/2021	6/29/2021	711,774.41	0.71	458.05	719,228.50	666,207.00
US TREASURY NOTES DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	400,000.00	AA+	Aaa	7/1/2021	7/7/2021	392,281.25	0.73	168.48	396,522.66	366,187.52
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	700,000.00	AA+	Aaa	8/4/2021	8/9/2021	691,824.22	0.54	149.04	696,140.90	638,531.25
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	25,000.00	AA+	Aaa	8/26/2021	8/27/2021	24,516.60	0.72	26.15	24,758.93	22,660.16
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	294,796.88	0.80	378.08	297,285.18	271,734.36

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	12/1/2020	12/3/2020	299,343.75	0.42	378.08	299,715.25	271,734.36
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	1/7/2021	1/11/2021	298,804.69	0.46	284.31	299,458.65	271,125.00
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	750,000.00	AA+	Aaa	1/26/2023	1/27/2023	749,794.92	3.88	6,159.99	749,841.65	732,187.50
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	2,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	1,986,562.50	4.12	16,426.63	1,989,518.00	1,952,500.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	126.36	198,489.48	180,000.00
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	725,000.00	AA+	Aaa	9/2/2021	9/7/2021	718,542.97	0.70	308.72	721,520.71	652,613.25
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	127.75	298,453.92	270,046.86
US TREASURY N/B NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	AA+	Aaa	4/21/2023	4/24/2023	249,023.44	3.89	4,328.89	249,167.18	243,125.00
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	100,000.00	AA+	Aaa	6/3/2021	6/8/2021	99,566.41	0.84	252.05	99,767.94	89,781.25
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	200,000.00	AA+	Aaa	9/8/2022	9/13/2022	185,492.19	3.50	383.15	189,372.42	182,312.50
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	225,000.00	AA+	Aaa	10/7/2021	10/12/2021	223,444.34	1.02	5.38	224,060.94	200,777.36
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	225,000.00	AA+	Aaa	11/15/2021	11/17/2021	223,611.33	1.25	1,059.27	224,135.63	201,585.94
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	275,000.00	AA+	Aaa	11/3/2021	11/4/2021	274,108.40	1.19	1,294.67	274,448.99	246,382.81
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	912828U24	3,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	2,811,445.31	3.80	22,663.04	2,844,438.97	2,759,062.50
US TREASURY N/B NOTES DTD 11/30/2021 1.250% 11/30/2026	91282CDK4	300,000.00	AA+	Aaa	12/2/2021	12/7/2021	300,386.72	1.22	1,260.25	300,245.77	269,156.25
US TREASURY N/B NOTES DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	325,000.00	AA+	Aaa	1/3/2022	1/6/2022	323,273.44	1.36	1,026.66	323,873.94	291,128.89
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	5,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	4,731,445.31	3.69	14,368.21	4,776,264.91	4,614,062.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	1,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	938,828.13	3.91	2,873.64	948,655.61	922,812.50
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	600,000.00	AA+	Aaa	4/14/2022	4/18/2022	592,851.56	2.76	40.98	594,951.02	557,250.00
US TREASURY N/B NOTES DTD 04/30/2022 2.750% 04/30/2027	91282CEN7	325,000.00	AA+	Aaa	5/4/2022	5/6/2022	320,886.72	3.03	3,740.15	322,046.12	303,925.77
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	350,000.00	AA+	Aaa	6/1/2022	6/6/2022	344,818.36	2.95	3,087.60	346,190.64	325,390.63
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	375,000.00	AA+	Aaa	6/9/2022	6/10/2022	367,309.57	3.07	3,308.15	369,333.81	348,632.81
US TREASURY N/B NOTES DTD 06/30/2022 3.250% 06/30/2027	91282CEW7	750,000.00	AA+	Aaa	6/1/2023	6/5/2023	733,623.05	3.83	6,159.99	734,923.51	712,500.00
US TREASURY N/B NOTES DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	625,000.00	AA+	Aaa	12/28/2022	12/29/2022	622,265.63	3.97	8,139.09	622,685.60	605,859.38
US TREASURY N/B NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	3,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	3,035,507.81	3.61	29,378.40	3,030,632.64	2,908,125.00
US TREASURY N/B NOTES DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	2,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	1,987,109.38	3.64	11,793.48	1,988,818.71	1,909,375.00
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	1,000,000.00	AA+	Aaa	6/29/2023	6/30/2023	977,656.25	4.13	12,182.38	978,812.60	958,593.80
Security Type Sub-Total		36,085,000.00					35,414,211.77	3.20	220,881.72	35,549,505.10	34,094,436.73
Supranational											
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	330,000.00	AAA	Aaa	9/15/2021	9/23/2021	329,755.80	0.52	36.67	329,920.23	314,080.14
INTL BK RECON & DEVELOP NOTES DTD 07/19/2022 3.125% 06/15/2027	459058KJ1	275,000.00	AAA	Aaa	7/12/2022	7/19/2022	274,857.00	3.14	2,530.38	274,892.03	259,146.25
Security Type Sub-Total		605,000.00					604,612.80	1.71	2,567.05	604,812.26	573,226.39

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Negotiable CD											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	250,000.00	A-1	P-1	8/17/2022	8/19/2022	250,000.00	4.07	1,309.72	250,000.00	249,975.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	325,000.00	A	A1	10/27/2022	10/31/2022	325,000.00	5.58	16,936.11	325,000.00	324,891.74
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	325,000.00	AA-	Aa3	11/2/2022	11/3/2022	325,000.00	5.53	7,388.69	325,000.00	322,439.98
NATIXIS NY BRANCH CERT DEPOS DTD 09/20/2023 5.610% 09/18/2026	63873QP65	500,000.00	A	A1	9/18/2023	9/20/2023	500,000.00	5.58	857.08	500,000.00	498,390.00
Security Type Sub-Total		1,400,000.00					1,400,000.00	5.30	26,491.60	1,400,000.00	1,395,696.72
Municipal											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	AA-	A1	1/22/2021	2/4/2021	70,000.00	0.90	156.98	70,000.00	66,224.20
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	NR	NR	12/16/2020	12/23/2020	340,000.00	0.87	131.47	340,000.00	316,448.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	801.98	255,000.00	236,994.45
CA ST MUNICIPAL BONDS DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	265,000.00	AA-	Aa2	3/9/2023	3/15/2023	265,000.00	4.85	1,070.16	265,000.00	263,953.25
Security Type Sub-Total		930,000.00					930,000.00	2.16	2,160.59	930,000.00	883,620.10
Joint Powers Authority											
CAMP Pool		3,765.22	AAAm	NR			3,765.22		0.00	3,765.22	3,765.22
Security Type Sub-Total		3,765.22					3,765.22		0.00	3,765.22	3,765.22

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	290,000.00	AA+	Aaa	4/22/2020	4/24/2020	289,402.60	0.67	800.52	289,813.64	270,049.74
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	395,000.00	AA+	Aaa	7/21/2020	7/23/2020	393,032.90	0.48	288.02	394,289.30	362,538.11
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	795,000.00	AA+	Aaa	8/25/2020	8/27/2020	791,279.40	0.47	298.13	793,584.38	726,809.67
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	295,000.00	AA+	Aaa	9/23/2020	9/25/2020	294,112.05	0.44	24.58	294,648.03	269,021.42
Security Type Sub-Total		1,775,000.00					1,767,826.95	0.50	1,411.25	1,772,335.35	1,628,418.94
Corporate											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,994.68	63,776.31
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	105,000.00	A-	A2	3/16/2021	3/18/2021	104,947.50	0.77	28.44	104,991.90	102,519.48
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	240,000.00	A-	A1	5/17/2022	5/24/2022	239,990.40	3.75	3,175.00	239,996.90	236,091.36
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	155,000.00	A	A2	5/25/2021	5/28/2021	154,986.05	0.70	370.71	154,996.95	149,964.52
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	70,000.00	A	A2	8/9/2021	8/12/2021	69,993.70	0.75	71.46	69,998.18	67,029.20
WALT DISNEY COMPANY/THE (CALLABLE) DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	A-	A2	9/3/2019	9/6/2019	323,674.00	1.84	489.76	324,756.66	313,809.28
NESTLE HOLDINGS INC CORP NOTES (CALLABLE) DTD 09/14/2021 0.606% 09/14/2024	641062AU8	245,000.00	AA-	Aa3	9/7/2021	9/14/2021	245,000.00	0.61	70.11	245,000.00	233,827.76
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	300,000.00	A-	A1	10/16/2020	10/21/2020	300,000.00	0.81	1,059.75	300,000.00	298,138.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	A	A1	1/21/2020	1/28/2020	110,484.00	2.00	1,007.42	110,108.77	105,740.91
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 1.900% 02/01/2025	00724PAB5	175,000.00	A+	A2	1/26/2022	1/28/2022	177,077.25	1.50	554.17	175,889.97	166,928.13
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	220.00	81,142.05	76,075.60
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	45,000.00	A-	A2	1/31/2022	2/7/2022	44,998.65	1.88	126.56	44,999.39	42,725.25
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	48.00	20,056.78	18,997.18
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	120.00	50,141.96	47,492.95
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	60,000.00	A-	A1	2/9/2021	2/16/2021	60,000.00	0.56	42.23	60,000.00	58,582.62
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	85,000.00	BBB+	A2	3/1/2022	3/4/2022	84,914.15	2.29	143.44	84,959.27	80,760.37
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	425,000.00	AA	Aa2	3/3/2022	3/10/2022	425,000.00	2.13	528.56	425,000.00	405,345.03
HSBC USA INC CORPORATE NOTES DTD 03/17/2023 5.625% 03/17/2025	40428HVL3	275,000.00	A-	A1	3/9/2023	3/17/2023	274,532.50	5.72	601.56	274,659.13	273,306.00
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	AA-	A3	3/5/2021	3/9/2021	118,429.30	1.07	1,650.00	112,769.45	106,309.72
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	95,000.00	AA	A1	4/11/2022	4/13/2022	94,848.95	3.06	1,330.00	94,922.82	91,736.09
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	25,000.00	A	A2	3/24/2022	3/28/2022	24,956.25	2.76	311.25	24,977.93	24,018.83

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	802.44	116,001.20	107,801.46
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	150,000.00	AA	Aa1	5/23/2022	5/26/2022	149,509.50	3.49	2,109.38	149,735.29	144,230.55
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	70,000.00	A-	A3	4/26/2022	5/3/2022	69,984.60	3.46	1,006.25	69,991.86	67,690.56
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	125,000.00	BBB+	A3	4/27/2021	5/4/2021	125,000.00	0.98	510.94	125,000.00	120,721.13
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	135,000.00	A-	A1	5/24/2021	6/1/2021	135,000.00	0.82	370.80	135,000.00	130,502.07
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	30,000.00	A-	A2	4/27/2022	5/4/2022	29,991.90	3.46	304.75	29,995.57	28,896.60
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	240,000.00	A-	A3	7/20/2022	7/27/2022	240,000.00	4.00	1,706.67	240,000.00	233,444.64
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	25,000.00	AA-	Aa3	8/1/2022	8/9/2022	24,977.00	3.13	99.03	24,985.72	24,016.53
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	125,000.00	AA	Aa2	9/6/2022	9/9/2022	124,912.50	3.93	297.92	124,943.40	121,765.00
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	150,000.00	AA-	Aa3	9/6/2022	9/13/2022	149,950.50	4.01	316.67	149,967.81	146,260.20
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	35,000.00	A	A2	9/12/2022	9/19/2022	34,987.40	4.01	62.22	34,991.75	34,161.75
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	55,000.00	A-	A2	10/19/2022	10/24/2022	54,843.25	5.05	1,255.38	54,892.57	54,559.45
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	105,000.00	A-	A3	10/25/2022	10/28/2022	105,000.00	5.67	2,530.68	105,000.00	103,915.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	30,000.00	A-	A2	10/20/2022	10/31/2022	29,959.80	5.50	685.79	29,972.10	29,992.50
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	225,000.00	A	A2	11/28/2022	12/5/2022	224,757.00	4.74	3,407.50	224,823.51	222,045.08
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	305,000.00	AA-	Aa3	1/4/2023	1/12/2023	305,000.00	4.97	3,323.77	305,000.00	301,209.77
CITIGROUP INC CORP NOTES (CALLABLE) DTD 01/25/2022 2.014% 01/25/2026	17327CAN3	60,000.00	BBB+	A3	1/18/2022	1/25/2022	60,000.00	2.01	221.54	60,000.00	56,617.14
STATE STREET CORP NOTES (CALLABLE) DTD 01/26/2023 4.857% 01/26/2026	857477BZ5	50,000.00	A	A1	1/23/2023	1/26/2023	50,000.00	4.86	438.48	50,000.00	49,224.00
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	75,000.00	A	A1	2/2/2022	2/7/2022	75,000.00	1.75	200.06	75,000.00	70,563.38
GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	162.93	140,098.08	129,494.96
PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	295,000.00	A+	A1	2/13/2023	2/15/2023	294,828.90	4.57	1,789.67	294,864.56	291,949.70
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/24/2022 2.595% 02/24/2026	46647PCV6	100,000.00	A-	A1	2/16/2022	2/24/2022	100,000.00	2.60	266.71	100,000.00	95,239.20
COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 03/13/2023 5.316% 03/13/2026	20271RAR1	500,000.00	AA-	Aa3	3/6/2023	3/13/2023	500,000.00	5.32	1,329.00	500,000.00	497,947.00
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	65,000.00	A-	A2	2/2/2023	2/9/2023	64,953.85	4.47	144.63	64,963.42	63,375.00
CITIGROUP INC CORP NOTES (CALLABLE) DTD 03/17/2022 3.290% 03/17/2026	172967NL1	65,000.00	BBB+	A3	3/10/2022	3/17/2022	65,000.00	3.29	83.16	65,000.00	62,205.13

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 03/30/2023 4.450% 03/30/2026	69371RS49	350,000.00	A+	A1	3/27/2023	3/30/2023	349,765.50	4.47	43.26	349,805.08	343,503.30
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	200,000.00	A	A1	2/17/2022	2/22/2022	204,026.00	2.38	16.12	201,941.87	191,179.80
JPMORGAN CHASE & CO (CALLABLE) CORPORATE DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	A-	A1	4/19/2022	4/26/2022	100,000.00	4.08	1,756.67	100,000.00	97,011.10
UNITEDHEALTH GROUP INC (CALLABLE) CORPOR DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	250,000.00	A+	A2	5/17/2021	5/19/2021	249,565.00	1.19	1,086.11	249,771.52	224,916.25
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	155,000.00	A-	A3	7/5/2023	7/7/2023	154,809.35	5.29	1,898.75	154,824.31	154,028.31
MORGAN STANLEY CORP NOTES DTD 07/25/2016 3.125% 07/27/2026	61761J3R8	175,000.00	A-	A1	12/2/2021	12/6/2021	184,782.50	1.86	972.22	180,948.04	162,289.58
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	105,000.00	A-	A3	7/25/2022	7/28/2022	105,000.00	4.26	782.78	105,000.00	100,931.99
STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	195,000.00	A	A1	7/31/2023	8/3/2023	195,000.00	5.27	1,656.29	195,000.00	192,688.08
WELLS FARGO BANK NA BANK NOTES (CALLABLE) DTD 08/09/2023 5.450% 08/07/2026	94988J6D4	250,000.00	A+	Aa2	8/3/2023	8/9/2023	249,782.50	5.48	1,968.06	249,793.04	248,456.25
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 08/14/2023 5.000% 08/14/2026	89236TKX2	275,000.00	A+	A1	8/9/2023	8/14/2023	274,667.25	5.04	1,795.14	274,681.82	272,168.05
HERSHEY COMPANY CORP NOTES (CALLABLE) DTD 08/09/2016 2.300% 08/15/2026	427866AX6	350,000.00	A	A1	1/26/2023	1/30/2023	326,788.00	4.34	1,028.61	331,168.30	324,438.45
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	450,000.00	A+	Aa1	8/14/2023	8/18/2023	450,000.00	5.53	2,970.23	450,000.00	447,711.75

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 09/08/2023 5.150% 09/08/2026	24422EXD6	300,000.00	A	A2	9/5/2023	9/8/2023	299,787.00	5.18	987.08	299,780.24	298,761.00
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 1.197% 10/24/2026	06051GJK6	225,000.00	A-	A1	12/2/2021	12/6/2021	219,908.25	1.68	1,174.56	221,804.45	203,478.75
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	110,000.00	A-	A3	10/26/2022	10/28/2022	110,000.00	5.90	2,758.25	110,000.00	108,919.47
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	45,000.00	A	A1	11/1/2022	11/4/2022	45,000.00	5.75	1,056.75	45,000.00	44,907.71
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/10/2020 2.350% 01/08/2027	02665WDJ7	250,000.00	A-	A3	2/6/2023	2/8/2023	230,772.50	4.51	1,354.51	233,932.26	226,624.00
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	45,000.00	A	A2	1/19/2022	1/24/2022	44,923.50	1.99	185.25	44,949.39	40,602.51
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	155,000.00	A	A2	1/28/2022	2/1/2022	154,446.65	2.03	638.08	154,632.32	139,853.09
PNC FINANCIAL SERVICES CORP NOTES (CALLA DTD 01/24/2023 4.758% 01/26/2027	693475BL8	40,000.00	A-	A3	1/19/2023	1/24/2023	40,000.00	4.76	343.63	40,000.00	38,907.08
MORGAN STANLEY CORPORATE NOTES (CALLABLE DTD 01/19/2023 5.050% 01/28/2027	61747YEZ4	200,000.00	A-	A1	1/17/2023	1/19/2023	199,996.00	5.05	1,767.50	199,996.69	196,173.00
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.350% 03/08/2027	24422EWD7	125,000.00	A	A2	3/8/2022	3/10/2022	124,690.00	2.40	187.67	124,786.88	113,383.13
BMW US CAPITAL LLC (CALLABLE) CORP NOTES DTD 04/01/2022 3.450% 04/01/2027	05565ECA1	150,000.00	A	A2	4/1/2022	4/5/2022	150,480.00	3.38	2,587.50	150,334.20	140,667.15
BANK OF NY MELLON CORP NOTES (CALLABLE) DTD 04/26/2023 4.947% 04/26/2027	06406RBQ9	325,000.00	A	A1	4/19/2023	4/26/2023	325,000.00	4.95	6,922.36	325,000.00	315,958.18

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
NORTHERN TRUST CORP NOTE (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	150,000.00	A+	A2	5/11/2022	5/13/2022	151,750.50	3.74	2,350.00	151,256.49	141,916.95
APPLE INC CORP NOTES (CALLABLE) DTD 05/11/2017 3.200% 05/11/2027	037833CR9	250,000.00	AA+	Aaa	5/23/2022	5/25/2022	247,552.50	3.42	3,111.11	248,219.75	234,721.50
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	225,000.00	A	A2	8/5/2022	8/9/2022	224,340.75	3.82	1,312.50	224,491.99	212,314.05
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	250,000.00	A	A2	2/6/2023	2/8/2023	234,095.00	4.34	330.56	236,321.13	228,950.50
CITIGROUP INC CORP (CALLABLE) NOTES DTD 01/10/2017 3.887% 01/10/2028	172967LD1	175,000.00	BBB+	A3	6/12/2023	6/14/2023	165,800.25	5.19	1,530.51	166,400.35	163,292.15
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 11/02/2022 4.950% 02/15/2028	438516CJ3	225,000.00	A	A2	6/1/2023	6/5/2023	231,572.25	4.26	1,423.13	231,112.00	223,817.40
TEXAS INSTRUMENTS INC CORP NOTE (CALLABL DTD 11/18/2022 4.600% 02/15/2028	882508BV5	115,000.00	A+	Aa3	5/11/2023	5/18/2023	117,764.60	4.04	675.94	117,543.82	112,617.55
WELLS FARGO CORP NOTES (CALLABLE) DTD 03/24/2022 3.526% 03/24/2028	95000U2V4	250,000.00	BBB+	A1	6/1/2023	6/5/2023	235,302.50	4.91	171.40	236,291.27	228,704.25
JPMORGAN CHASE & CORP NOTES (CALLABLE) DTD 04/25/2017 3.540% 05/01/2028	46647PAF3	250,000.00	A-	A1	6/12/2023	6/14/2023	234,055.00	5.03	3,687.50	235,029.76	229,901.50
HERSHEY COMPANY CORP NOTES CALLABLE DTD 05/04/2023 4.250% 05/04/2028	427866BH0	325,000.00	A	A1	5/8/2023	5/10/2023	326,979.25	4.11	5,640.10	326,820.11	314,158.98
GENERAL DYNAMICS CORP NOTES (CALLABLE) DTD 05/11/2018 3.750% 05/15/2028	369550BC1	275,000.00	A-	A3	6/1/2023	6/5/2023	266,582.25	4.45	3,895.83	267,132.25	258,467.83
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 08/03/2023 5.100% 08/03/2028	58769JAL1	475,000.00	A	A2	8/21/2023	8/23/2023	469,015.00	5.39	3,902.92	469,144.17	464,299.68

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BMW US CAPITAL LLC CORP NOTES (CALLABLE) DTD 08/11/2023 5.050% 08/11/2028	05565ECE3	300,000.00	A	A2	8/11/2023	8/15/2023	297,564.00	5.24	2,104.17	297,626.80	293,048.10
Security Type Sub-Total		14,420,000.00					14,336,311.70	3.73	101,481.33	14,335,129.93	13,884,772.19
Agency CMBS											
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	300,000.00	AA+	Aaa	5/19/2022	5/24/2022	301,921.88	3.10	832.25	301,035.27	289,821.94
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	325,000.00	AA+	Aaa	8/11/2022	8/16/2022	320,416.99	3.53	815.21	322,210.91	311,513.65
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	150,000.00	AA+	Aaa	8/5/2022	8/10/2022	148,910.16	3.56	413.50	149,316.66	144,198.64
FHMS K052 A2 DTD 02/10/2016 3.151% 11/01/2025	3137BMTX4	250,000.00	AA+	Aaa	7/21/2022	7/26/2022	247,109.38	3.53	656.46	248,155.23	240,135.61
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	250,000.00	AA+	Aaa	8/4/2022	8/9/2022	247,119.14	3.36	623.96	248,114.35	238,005.39
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	275,000.00	AA+	Aaa	4/11/2023	4/14/2023	263,613.28	4.37	629.06	265,562.67	259,884.21
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	250,000.00	AA+	Aaa	3/1/2023	3/6/2023	235,429.69	4.96	571.88	238,380.46	236,258.37
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	181,380.85	AA+	Aaa	10/6/2022	10/12/2022	171,121.51	4.55	408.41	174,127.97	170,871.61
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	300,000.00	AA+	Aaa	5/18/2023	5/23/2023	285,257.81	4.26	642.50	286,959.33	279,847.19
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	450,000.00	AA+	Aaa	4/12/2023	4/17/2023	429,521.48	4.14	994.88	432,366.67	418,884.15
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	AA+	Aaa	5/19/2023	5/24/2023	232,612.50	4.31	669.40	233,376.52	227,307.03
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	700,000.00	AA+	Aaa	5/18/2023	5/23/2023	679,765.63	4.30	2,000.83	681,775.26	662,538.54
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	600,000.00	AA+	Aaa	6/12/2023	6/15/2023	573,585.94	4.51	1,621.50	575,644.18	561,878.66

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FNA 2017-M12 A2 DTD 10/30/2017 3.164% 06/01/2027	3136AX7E9	262,587.35	AA+	Aaa	8/24/2023	8/29/2023	245,508.91	5.07	692.45	245,919.69	244,557.03
FNA 2017-M15 A2 DTD 12/29/2017 3.060% 09/01/2027	3136AY6X6	360,966.64	AA+	Aaa	8/24/2023	8/29/2023	336,136.08	4.96	920.34	336,695.79	334,765.89
FHMS K743 A2 DTD 06/30/2021 1.770% 05/01/2028	3137H14B9	500,000.00	AA+	Aaa	8/10/2023	8/15/2023	437,617.19	4.73	737.50	439,320.85	430,496.56
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	700,000.00	AA+	Aaa	7/13/2023	7/20/2023	706,991.60	4.59	2,811.08	706,704.54	687,123.14
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	550,000.00	AA+	Aaa	8/22/2023	8/25/2023	529,203.13	5.07	1,920.42	529,637.38	525,507.52
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	650,000.00	AA+	Aaa	9/7/2023	9/14/2023	640,384.55	4.99	2,518.75	640,468.10	631,520.77
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	285,000.00	AA+	Aaa	9/19/2023	9/28/2023	284,998.58	5.27	1,252.10	284,998.83	284,244.01
Security Type Sub-Total		7,579,934.84					7,317,225.43	4.45	21,732.48	7,340,770.66	7,179,359.91
ABS											
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	14,854.11	AAA	NR	9/22/2020	9/29/2020	14,851.93	0.37	1.98	14,853.55	14,732.92
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	676.65	NR	Aaa	8/4/2020	8/12/2020	676.51	0.47	0.10	676.61	674.61
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	23,964.19	AAA	NR	10/14/2020	10/21/2020	23,958.92	0.50	5.33	23,962.14	23,576.12
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	30,411.22	AAA	NR	4/20/2021	4/28/2021	30,408.02	0.38	5.14	30,409.79	29,811.09
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	101,815.77	NR	Aaa	7/20/2021	7/28/2021	101,811.93	0.56	25.34	101,813.87	98,103.23
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	13,144.63	AAA	NR	1/20/2021	1/27/2021	13,142.02	0.34	1.99	13,143.45	12,817.39
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	57,634.38	AAA	NR	4/13/2021	4/21/2021	57,621.95	0.52	13.32	57,628.25	55,915.79
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	86,496.66	AAA	NR	11/9/2021	11/15/2021	86,494.82	0.71	27.29	86,495.60	83,261.71

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	64,265.05	AAA	NR	11/9/2021	11/17/2021	64,250.71	0.75	21.14	64,256.68	62,103.69
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	109,073.06	AAA	Aaa	7/21/2021	7/28/2021	109,055.12	0.55	26.66	109,063.12	104,770.01
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	102,810.45	AAA	Aaa	12/7/2021	12/13/2021	102,806.42	1.02	32.04	102,808.02	99,261.49
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	95,000.00	AAA	Aaa	9/20/2021	9/27/2021	94,979.66	0.58	24.49	94,987.89	90,369.64
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	83,395.16	AAA	Aaa	10/19/2021	10/27/2021	83,393.58	0.77	28.54	83,394.20	80,035.25
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	68,980.40	AAA	Aaa	10/13/2021	10/21/2021	68,978.65	0.68	19.54	68,979.34	66,232.18
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	101,428.44	AAA	NR	10/26/2021	11/3/2021	101,414.63	0.81	36.51	101,419.96	97,664.73
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	170,000.00	NR	Aaa	3/15/2022	3/23/2022	169,975.69	2.67	201.73	169,983.81	161,938.24
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	185,000.00	AAA	NR	3/9/2022	3/16/2022	184,992.88	2.22	182.53	184,995.28	178,689.96
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	74,314.63	AAA	NR	1/11/2022	1/19/2022	74,308.17	1.26	39.02	74,310.44	71,512.86
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	175,000.00	AAA	Aaa	4/12/2022	4/20/2022	174,970.86	3.06	238.00	174,979.61	171,096.47
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	325,000.00	AAA	NR	3/23/2022	3/30/2022	324,975.50	2.80	404.44	324,982.94	311,780.17
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	220,000.00	AAA	NR	4/4/2023	4/12/2023	219,978.53	4.58	447.82	219,981.05	216,364.24
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	185,000.00	AAA	NR	11/1/2022	11/9/2022	184,999.11	5.39	443.18	184,999.28	183,844.47
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	240,000.00	NR	Aaa	3/28/2023	3/31/2023	239,962.44	5.02	535.47	239,966.94	235,751.98
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	265,000.00	AAA	Aaa	11/15/2022	11/22/2022	264,947.58	5.21	613.62	264,957.08	263,240.64
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	195,000.00	AAA	NR	10/26/2022	10/31/2022	194,954.27	5.35	462.80	194,963.02	193,234.43

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	135,000.00	AAA	NR	1/18/2023	1/25/2023	134,983.80	4.51	270.60	134,986.10	132,440.10
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	230,000.00	NR	Aaa	2/13/2023	2/23/2023	229,976.84	5.05	516.22	229,979.74	227,046.50
KCOT 2023-2A A3 DTD 07/26/2023 5.280% 01/18/2028	500945AC4	175,000.00	NR	Aaa	7/18/2023	7/26/2023	174,955.80	5.29	410.67	174,957.61	173,177.74
BAAT 2023-1A A3 DTD 07/31/2023 5.530% 02/15/2028	06428AAC2	235,000.00	NR	Aaa	7/25/2023	7/31/2023	234,991.09	5.53	577.58	234,991.42	234,407.94
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	180,000.00	AAA	NR	3/28/2023	3/31/2023	179,981.23	4.65	372.00	179,983.17	176,750.51
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	270,000.00	NR	Aaa	5/16/2023	5/23/2023	269,984.91	4.71	565.20	269,986.05	264,609.37
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	180,000.00	AAA	Aaa	4/4/2023	4/12/2023	179,995.05	4.47	335.25	179,995.53	176,008.63
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	115,000.00	AAA	NR	7/11/2023	7/18/2023	114,979.62	5.47	104.84	114,980.53	114,583.34
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9	225,000.00	NR	Aaa	4/4/2023	4/11/2023	224,986.95	4.31	431.00	224,988.20	219,077.64
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	140,000.00	AAA	NR	7/11/2023	7/19/2023	139,993.92	5.48	340.98	139,994.18	139,779.15
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	230,000.00	AAA	NR	6/8/2023	6/16/2023	229,947.93	4.79	489.64	229,951.03	226,794.84
COMET 2023-A1 A DTD 05/24/2023 4.420% 05/15/2028	14041NGD7	415,000.00	AAA	NR	5/17/2023	5/24/2023	414,904.84	4.43	815.24	414,911.64	404,792.95
ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	250,000.00	NR	Aaa	7/11/2023	7/19/2023	249,957.38	5.46	606.67	249,959.17	249,598.30
USAOT 2023-A A3 DTD 09/15/2023 5.580% 05/15/2028	90291VAC4	520,000.00	AAA	Aaa	9/7/2023	9/15/2023	519,909.00	5.58	1,289.60	519,908.36	518,852.93
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	255,000.00	AAA	NR	6/7/2023	6/14/2023	254,977.38	4.87	551.93	254,978.75	251,622.37
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	200,000.00	AAA	NR	6/21/2023	6/26/2023	199,997.30	5.23	464.89	199,997.45	198,572.00
DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	455,000.00	AAA	Aaa	6/21/2023	6/28/2023	454,938.53	4.93	996.96	454,941.75	449,517.89

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	140,000.00	AAA	Aaa	7/11/2023	7/19/2023	139,994.60	5.45	317.92	139,994.82	139,699.76
HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	465,000.00	AAA	Aaa	9/20/2023	9/27/2023	464,894.86	5.70	293.98	464,894.47	464,496.92
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	475,000.00	AAA	Aaa	8/15/2023	8/23/2023	474,970.55	5.53	1,167.44	474,971.18	473,365.91
Security Type Sub-Total		8,278,264.80					8,277,231.48	4.34	14,756.63	8,277,363.07	8,141,978.10
Managed Account Sub Total		71,073,199.64					70,047,420.13	3.53	391,482.65	70,209,916.37	67,781,509.08
Securities Sub Total		\$71,076,964.86					\$70,051,185.35	3.53%	\$391,482.65	\$70,213,681.59	\$67,785,274.30
Accrued Interest											\$391,482.65
Total Investments											\$68,176,756.95

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- **Repurchase Agreements:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **Settle Date:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **Supranational:** A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- **Trade Date:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **Unsettled Trade:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. Treasury:** The department of the U.S. government that issues Treasury securities.
- **Yield:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM at Cost:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM at Market:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.