GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda
Council Chamber at City Hall
1700 West 162nd Street, Gardena, California
Website: www.cityofgardena.org

Tuesday, December 9, 2025
Closed Session 7:00 p.m.
Open Session 7:30 p.m.

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

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

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

1. **VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at** youtube.com/CityofGardena
2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. **ATTEND THE MEETING IN PERSON**
   PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:
   - Agenda Items - At the time the City Council considers the item or during Oral Communications
   - Non-agenda Items - During Oral Communications
   - Public Hearings - At the time of the Public Hearings listed on the Agenda

   If you wish to address the Council, please complete a “Speaker Request” form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

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1. ROLL CALL

2. PUBLIC COMMENT ON CLOSED SESSION

3. CLOSED SESSION

3.A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9
City of Gardena, et. al vs. Gardena Terrace Inn, LLC, et. al.
Los Angeles Superior Court Case No. 25TRCP00075

3.B. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9
City of Gardena, et. al vs. Soul Housing, et. al.
Los Angeles Superior Court Case No. 24STCV18231

RETURN FROM CLOSED SESSION ROLL CALL

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

4. PLEDGE OF ALLEGIANCE

Denker Avenue Elementary School

5. INVOCATION

Pastor Larry Dozier
New Earth Christian Church

6. PRESENTATIONS

6.A. Certificate of Recognition to Joyce Warren for her service to the community as a Member of the Senior Citizens Commission - To be accepted by Joyce Warren

6.B. Gardena Events Video Presentation

7. PROCLAMATIONS

8. APPOINTMENTS

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

9. PUBLIC COMMENT ON CONSENT CALENDAR

10. CONSENT CALENDAR

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar
All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

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

10.B. Approval of Minutes - Adjourned Regular Meeting of the City Council, November 18, 2025
CONTACT: CITY CLERK

10.C. Approval of Warrants/Payroll Register, November 25, 2025
CONTACT: ADMINISTRATIVE SERVICES

10.D. Approval of Warrants/Payroll Register, December 9, 2025
CONTACT: ADMINISTRATIVE SERVICES

10.E. Monthly Investment Report, October 2025
CONTACT: ADMINISTRATIVE SERVICES

10.F. Personnel Report P-2025-19 12-09-25
CONTACT: ADMINISTRATIVE SERVICES

10.G. Records Retention Schedule Report 2025
CONTACT: CITY CLERK

11. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

11.A. NOVEMBER 18, 2025 MEETING - Cancelled

11.B. DECEMBER 2, 2025 MEETING ITEM 6.A

The Planning and Environmental Quality Commission reviewed a request to approve Conditional Use Permit (CUP #6-25) and Environmental Assessment (EA #15-25) to allow the operation of a warehouse within an existing 10,388 SF industrial building located in the industrial (M-1) zone per section 18.46.030.C.18 of the Gardena Municipal Code.
Environmental Consideration: The project is considered for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1- Existing Facilities).

APPLICANT: Jake Mallot, Ferrari Express Inc
LOCATION: 1219 W. 135th Street, APN (6115-004-021)

Commission Action: The Planning Commission adopted Resolution No. PC 17-25, by vote of 4-0-0, (with one commissioner absent), approving Conditional Use Permit #6-25 and Environmental Assessment #15-25, determined the project exempt from CEQA, and directed staff to file a Notice of Exemption.

City Council Action: Receive and file OR Call for Review (By way of two votes from the City Council).

12. ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTES PERIOD)

Oral Communications by the public will be heard for one-half hour during the oral communication segment of the agenda. Any additional speakers will be allowed to speak at the end of the meeting after Council Remarks. Speakers are limited to three minutes, unless otherwise stated by the Mayor. The timer will be displayed on the screen. Your cooperation is appreciated.

12.A. Public Comments

13. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

13.A. Receive and File the City of Gardena Audited Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended June 30, 2025

Staff Recommendation: Receive and File the Audited Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025

13.B. Approve Microsoft Cloud Solution Provider Agreement with Dell Marketing L.P. in the Amount of $241,806.63, for the Period January 1, 2026, through December 31, 2026; Microsoft Products and Services Agreement for Software Assurance in the Amount of $191,743.20, for the Period January 1, 2026, through December 31, 2028; and License True-Up Costs for 2025 in the Amount of $88,480.57, for a Total of $522,030.04

Staff Recommendation: Approve Agreement

14. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

14.A. Discussion to Eliminate or Reduce Fees for Food Distribution Events

At the previous City Council Meeting a directive was given to consider reducing or eliminating permit fees to conduct Food Distribution events. Food Distribution events can only be conducted in conjunction with a nonprofit organization. Staff is seeking further direction for the amount of reduction or whether to completely eliminate the fee.

15. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES

15.A. Presentation Regarding City Manager's Accomplishments in Response to Council Directive
Staff Recommendation: Receive and File

15.B. Second Amendment to City Manager Employment Agreement Contract through December 8, 2029; and Adopting the City of Gardena Classification and Compensation Plan, effective December 9, 2025
Staff Recommendation: Discuss and Consider the Second Amendment to the City Manager Employment Agreement between the City of Gardena and Clint Osorio, effective December 9, 2025 through December 8, 2029, and Discuss and Consider the City of Gardena Classification and Compensation Plan, effective December 9, 2025

16. DEPARTMENTAL ITEMS - POLICE

17. DEPARTMENTAL ITEMS - PUBLIC WORKS

17.A. Award Professional Architectural Design Services Contract for the Rowley Park Gymnasium Renovation Project, JN 561 to BOA Architecture, in the Amount of $103,000 and Authorize a 10% Contingency in the Amount of $10,300, for a Total Not-to-Exceed Amount of $113,000
Staff Recommendation: Award Professional Architectural Design Services Contract for the Rowley Park Gymnasium Renovation Project, JN 561 to BOA Architecture, in the Amount of $103,000 and Authorize a 10% Contingency in the Amount of $10,300, for a Total Not-to-exceed Amount of $113,000

17.B. Reject bid for the Gardena Decorative String Lights Project JN 506 and Rebid the Project with Modified Requirement as Needed
Staff Recommendation: Reject bid for the Gardena Decorative String Lights Project JN 506 and rebid the project with modified requirement as needed

18. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

19. DEPARTMENTAL ITEMS - TRANSPORTATION

20. COUNCIL ITEMS

21. COUNCIL DIRECTIVES

22. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

23. COUNCIL REMARKS

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

24. ANNOUNCEMENT(S)

25. REMEMBERANCES

26. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00pm followed by the Regular City Council Meeting at 7:30pm on Tuesday, January 13, 2026.
I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

Date Posted: December 5, 2025

Certificate of Recognition

presented to

Joyce Warren

In official acknowledgment and genuine appreciation of over 2 years of exemplary, dedicated community leadership and service as a

Senior Citizens Commissioner

We, the Mayor and Members of the City Council of the City of Gardena, California, do hereby deem it a distinct honor and pleasure to commend you for your efforts and to extend sincere best wishes for good health, happiness, and well-deserved success in all future endeavors.

Presented this 9th day of December, 2025

Mayor Tasha Cerda

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Paulette C. Francis

Councilmember Wanda Love

MINUTES
Adjourned Regular Meeting Notice
Gardena City Council
Tuesday, November 18, 2025

The Adjourned Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California was called to order at 7:03 PM on Tuesday, November 18, 2025 in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis; and Council Member Wanda Love. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Guy Mato was not present.

2. PUBLIC COMMENT ON CLOSED SESSION

There was no Public Comment on any of the Closed Session items.

3. CLOSED SESSION

3.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

3.B. CONFERENCE WITH LABOR NEGOTIATORS

3.C. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

3.D. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

RETURN FROM CLOSED SESSION ROLL CALL

Mayor Cerda opened the meeting at 8:45p.m. and City Clerk Semenza noted the presence of all Council Members.

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

When Mayor Cerda asked if there was anything to report out of Closed Session; City Attorney Vasquez reported that Council met regarding all four of the items during Closed Session; she stated that staff was provided direction, but there was no reportable action taken.

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Henderson led the Pledge of Allegiance.

5. INVOCATION

Council Member Tanaka led the Invocation.

6. PRESENTATIONS

6.A. Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena for Mary Moreland-Smith - Bus Operator with the Transportation Department - 28 years of service

Director of Transportation, Ernie Crespo, gave special recognition of Retirement and Long-Time Service to Mary Moreland-Smith, who dedicated 28 years of service with the Transportation Department. Ms. Moreland-Smith

accepted the Certificate of Commendation and thanked Council for the opportunity to work in this beautiful city in which she resides; appropriate photos were then taken.

6.B. Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena for Theodore Taylor Jr. - Bus Operator with the Transportation Department - 23 years of service

Director of Transportation, Ernie Crespo, gave special recognition of Retirement and Long-Time Service to Theodore "Ted" Taylor, who dedicated 23 years of service with the Transportation Department. Mr. Taylor accepted the Certificate of Commendation and thanked Council and Director Crespo; appropriate photos were then taken.

6.C. Certificates of Commendation presented to the members of the 2025 Citizens Leadership Academy (Candidates to be presented by City Manager Osorio)

City Manager Osorio introduced Anahi Corte, Administrative Aide with the City Manager's office, and stated she was the brainchild behind this project. Ms. Corte spoke regarding the Academy, she thanked the City Manager, the Mayor and City Council for supporting their ideas. She then read the names of the candidates and appropriate photos were taken.

6.D. Boards & Commissions Presentation - Human Services Commission

Valerie Loduem, Chair of the Human Services Commission, gave a presentation which informed Council on all the accomplishments of the commission. She thanked the Mayor and Council, and Nicola Howard, the Commission's Staff Liaison, for all their support.

6.E. Gardena Events Video Presentation

The video presentation highlighted the Recreation and Human Services Department's current and future events.

7. PROCLAMATIONS

7.A. "Small Business Saturday" - Saturday, November 29, 2025 (To be proclaimed only)

Was proclaimed by Mayor Cerda.

8. APPOINTMENTS

No Appointments.

9. PUBLIC COMMENT ON CONSENT CALENDAR

No Public Comments.

10. CONSENT CALENDAR

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

10.B. Approve Minutes - Regular Meeting of the City Council, October 28, 2025
CONTACT: CITY CLERK

10.C. Approval of Warrants/Payroll Register, November 11, 2025
CONTACT: ADMINISTRATIVE SERVICES

10.D. Personnel Report P-2025-18 11-18-25
CONTACT: ADMINISTRATIVE SERVICES

10.E. Acceptance and Notice of Completion for the Rowley Park Improvements Basketball Court Rehab Phase 1, JN 530

CONTACT: PUBLIC WORKS

It was moved by Mayor Pro Tem Henderson and seconded by Council Member Tanaka to Approve the Consent Calendar Items. The motion passed by a vote of 5-0 (Yea: Henderson, Tanaka, Cerda, Francis and Love).

11. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

11.A. NOVEMBER 4, 2025 - Meeting Cancelled

12. ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTES PERIOD)

12.A. PUBLIC COMMENT

Mayor Cerda asked if any public comments had been received. City Clerk Semenza stated that we received a Public Comment that was distributed to Council, made part of the Agenda Packet and made part of the record.

1) Paul Randall, representative of Mama Rosa's Food Pantry; came out and gave updates regarding their food giveaways.

13. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

No Items.

14. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

14.A. Award Contract with Willdan Engineering for Professional Services to Manage the Gardena Boulevard Revitalization Program in the Amount of $360,000

City Manager Osorio presented the Staff Report.

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

Questions and comments were made by Council Members Love and Francis, Mayor Pro Tem Henderson and Mayor Cerda. Community Development Director Greg Tsujiuchi, City Manager Osorio and City Attorney Vasquez answered all questions.

A motion was made by Mayor Pro Tem Henderson and was seconded by Council Member Tanaka to Review and Approve the Award of the Contract. The motion passed by a vote of 5-0. (Yea: Henderson, Tanaka, Cerda, Francis and Love).

14.B. Consideration of Prequalified List for Environmental Consultants to Reduce the Processing Timeframe of Development Applications/Projects

City Manager Osorio presented the Staff Report.

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

Questions and comments were made by Council Member Francis. Assistant Community Development Director Jo-Anne Burns answered all questions.

A motion was made by Mayor Pro Tem Henderson and was seconded by Council Member Francis to Review and the list of consultants to be used for environmental consulting services for three years ending November 18, 2028 that includes De Novo, Kimley-Horn, MIG, Rincon, and UltraSystems; and Provide the Director of Community Development the option to extend the validity of the list for up to two (2) years at their discretion. The motion passed by a vote of 5-0. (Yea: Henderson, Francis, Cerda, Tanaka and Love).

14.C. Award Contract with UltraSystems Environmental, Inc. for Environmental Consulting Services for Ponce Recycling Project Located at 1937 West 169th Street in the Amount of $119,280.00

City Manager Osorio presented the Staff Report.

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

Questions and comments were made by Council Member Francis. City Manager Osorio answered all questions.

A motion was made by Council Member Love and was seconded by Council Member Tanaka to Review and Approve the Award of Contract. The motion passed by a vote of 5-0. (Yea: Love, Tanaka, Cerda, Henderson and Francis).

15. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES

No Items.

16. DEPARTMENTAL ITEMS - POLICE

16.A. Authorization to Purchase Five (5) Ford Explorer Utility Vehicles and Two (2) Chevrolet Tahoe Vehicles from National Auto Fleet Group in the Amount of $417,015 and Build-Out Costs in the Amount of $271,695 for a Total of $688,710

City Manager Osorio presented the Staff Report.

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

Police Chief Todd Fox made a PowerPoint presentation.

Questions and comments were made by Mayor Cerda, Council Members Francis, Love and Tanaka. Chief Fox answered all questions.

A motion was made by Council Member Tanaka and was seconded by Council Member Francis to Authorize Purchase and Build-Out Costs. The motion passed by a vote of 5-0. (Yea: Tanaka, Francis, Cerda, Henderson and Love).

17. DEPARTMENTAL ITEMS - PUBLIC WORKS

17.A. Award Construction Contract for the Gardena City Hall Electrical Systems Upgrade Project, JN 541, to Mel Smith Electric, Inc. in the amount of $743,000, Approve the Project Plans and Specifications, Budget Appropriation, Project Contingency, Construction Support Services, and Declare California Environmental Quality Act (CEQA) Exemption.

City Manager Osorio presented the Staff Report.

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

Questions and comments were made by Council Members Francis and Love and Mayor Cerda. Director of Public Works Allan Rigg answered all questions.

A motion was made by Council Member Francis and was seconded by Mayor Pro Tem Henderson to Approve Construction Contract to Mel Smith Electric, Inc. In the amount of $743,000.00; Approve the Project Plans & Specifications; Approve Budget Appropriation and Project Contingency; Declare CEQA Exemption. The motion passed by a vote of 5-0. (Yea: Francis, Henderson, Cerda, Tanaka and Love).

17.B. Award the Gardena Community Aquatic and Senior Center Pool Maintenance Services Contract to Sea Clear Pools Inc., in the amount of $339,960, Approve 10% Contingency and Declare California Environmental

Quality Act (CEQA) Exemption

City Manager Osorio presented the Staff Report.

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

Council Member Tanaka recused himself from voting on this item because of the proximity of the project.

Questions and comments were made by Council Members Francis and Love. Director of Public Works Allan Rigg answered all questions.

A motion was made by Council Member Love and was seconded by Council Member Francis to Award Aquatic Pool Maintenance Service Contract; Approve 10% Contingency; and Declare CEQA Exemption. The motion passed by a vote of 4-0. (Yea: Love, Francis, Cerda, and Henderson; Recuse: Tanaka).

18. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

No Items.

19. DEPARTMENTAL ITEMS - TRANSPORTATION

No Items.

20. COUNCIL ITEMS

No Items.

21. COUNCIL DIRECTIVES

Mayor Pro Tem Henderson

Subject: Research if Photovoltaic (PV) Panel Coverings or Regular Coverings can be deployed (SCE)
Purpose – Protect vehicles as much as possible from climate.
Reason – To see if we can potentially increase useful life of interior/exterior (protect).
Benefit – Reduce (potentially) vehicle expense.

Council Member Love seconded it.

Council Member Francis

Subject: Can we take a look at modifying the cost of the permit for non-profits operating food pantries.
Purpose – To modify the cost of the permit for the non-profits that provide food resources and services.
Reason – To provide support for the residents of our city that are faced with food insecurity.
Benefit – The city benefits by proving the City of Gardena cares for our residents and it is a great city to live, work and play.

Council Member Love seconded it.

22. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

1) A Memo to Council from Townsend Public Affairs regarding their monthly report regarding grants and funding.

23. COUNCIL REMARKS

1) **COUNCIL MEMBER TANAKA** – Since the last Council meeting, he attended the Eddy Awards in Pasadena; the Veterans Day celebration at City Hall, he thanked and appreciated the veterans for their service. He also attended the Kiwanis and City of Gardena pop-up food pantry; and the Kiwanis Military Toy Drive. He thanked Anthony Dixon and all of the club members for all the toy donations. He wants to remind us to be blessed for the things that you are thankful for because there are a lot of people out there that are hurting, that are in need, and with that, Happy Thanksgiving.

2) **COUNCIL MEMBER LOVE** – Since the last Council meeting, she mentioned she attended the Second Time Around club meeting where Congresswoman Waters did a presentation on Prop 50; the First Lady Loretta Jones of City of Refuge had a Gardening event with the First Lady; she volunteered at Mama Rosa's food pantry; she hosted the Gardena Chamber Foster Friends Rescue food drive at Albertsons; the Veterans Day event she thanked all of the veterans who served. She announced that the Gardena Chamber of Commerce, along with a couple of other organizations and corporations, is looking to feed 150 people on Thanksgiving Day at her studio at169th and Western; and said she ended this past week celebrating her birthday, and thanked the residents who sent her well-wishes for her birthday.

3) **COUNCIL MEMBER FRANCIS** – Since the last meeting, she attended the Too Cute to Spook Halloween event; the Veterans Day event, and she thanked all the veterans for their service. She also attended the Eddy Awards; the presentation by Congresswoman Maxine Waters on Prop. 50. She congratulated Theodore Taylor and Mary Moreland on their retirement. She congratulated the graduates of the 2025 Citizen Leadership Academy. She thanked the Human Services Commission Members for providing their support to the Gardena residents. She thanked Mr. Randall and Mama Rosa's Pantry for providing a valuable resource to Gardena residents. She then wished a Happy Birthday to Council Member Love, and said Thanksgiving is coming up, and also the children are going to be on vacation again, they're going to be out running around, so watch out for them. She then thanked all staff members for all that they do. She wished everybody a Happy Thanksgiving holiday.

4) **COUNCIL MEMBER LOVE ADDED** – She sends her prayers and condolences out to the wife and family of our past Police Chief, Mike Skogh's passing.

5) **MAYOR CERDA** – Since the last Council meeting, she attended the South Bay Work Enforcement Board's 30th anniversary awards ceremony; the Too Cute to Spook event; the Dia de Los Muertos event; and the Eddy Awards. She attended the Culver City State of the City event; the City of Carson, Councilwoman Arlene Rojas, retirement ceremony from the LAPD after 36 years; a Business Forum meeting that was hosted by Dave Matthews in the unincorporated part of Gardena; the Veterans Day ceremony; the Gardena Nisei Memorial VFW Post 1961 and General William Stark Rosecrans VFW Post 3261 lunch event; the Kiwanis and Human Services pop-up pantry. She also attended the Legislative reception; and the birthday party for a community college board member, Nilo Michelin, as he celebrated his 60th birthday. Last thing she mentioned was her Town Hall meeting on Friday, November 21, 2025; they're doing it a week earlier this month in November as well as in December due to the holidays. The guest speakers will be the LA County Fire Department and their K9 unit.

6) **MAYOR PRO TEM HENDERSON** – Since the last meeting, he attended the South Bay Work Investment Board; the event hosted by the Carson Chamber of Commerce over at the Dignity Park; the Southern California Area's Legislative committee; and the Veterans Day recognition. He thanked all the veterans who served. He apologized to Arlene for not making it to her retirement ceremony. He attended the retirement celebration for Dr. Thomas Parham, the outgoing President of Cal State University Dominguez Hills; he had a good time at the Eddy Awards at the Rose Bowl; and the Archer Aviation event at Hawthorne Airport. He did his community business visits. He thanked Councilwoman Francis for prompting a thought for doing things differently, and make room for improvement and continuous improvement should be a goal. He mentioned all our Boards and Commission members have an opportunity to be appointed as members of the community to participate with us handling the business of Gardena. He stated he thinks we should never lose sight of the fact that they make it inclusive, and everybody has a voice.

24. ANNOUNCEMENT(S)

1) Helping Hands Program, donate canned food & non-perishable food items up until November 20, 2025 , at Nakaoka Community Center;

2) Operation Gobble, registration opens Monday, November 3, 2025, at www.cityofgardena.org/events;

3) Wobble before you Gobble, Saturday, November 20, 2025 from 9:00a.m. to 9:45a.m. and 10:00a.m. to 10:45a.m. at Rowley Park;

4) Thanksgiving Celebration, Thursday, November 27, 2025 1st seating at 12:00p.m., 2nd seating at 1:00p.m., and 3rd seating at 2:00p.m. Held at El Pollo Inka 1425 w. Artesia Blvd.;

5) Helping Hands Holiday Gift Giveaway, registrar by Friday, December 12, 2025 at www.cityofgardena.org/events;

6) Helping Hands Holiday Food Giveaway, registrar by Friday, December 12, 2025 at www.cityofgardena.org/events;

7) Helping Hands Toy Drive, donate unwrapped toys by Monday, December 15, 2025 at Human Services, City Hall, Nakaoka Community Center, and Gtrans.

8) Shop with a Cop, registrar by Friday, December 5, 2025 at www.cityofgardena.org/shopwithacop;

9) Winter Wonderland, Saturday, December 6, 2025 from 3:00p.m. to 7:00p.m. at City Hall Complex;

10) Holiday Boutique, Saturday, December 6, 2025 from 1:00p.m. to 6:00p.m. at Nakaoka Community Center;

11) Breakfast with Santa, Saturday, December 13, 2025 from 8:30a.m. to 11:00a.m. at Nakaoka Community Center;

12) Santa's Jingle Jam Holiday Tour, Thursday, Dececmber 11, 2025 from 6:00p.m. to 8:00p.m. at Johnson Park, Tuesday, December 16, 2025 from 6:00p.m. to 8:00p.m. at Rowley Park, and Thursday, December 18, 2025 from 6:00p.m. to 8:00p.m. at Freeman Park.

25. REMEMBERANCES

Mr. Michael Skogh; Former Chief of Police with the Gardena Police Department. Mr. Skogh retired in 2002.

26. ADJOURNMENT

At 11:15 p.m. Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, December 9, 2025.

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

APPROVED:

_____
Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: November 20, 2025

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

November 25, 2025	TOTAL WARRANTS ISSUED:	$3,571,356.62

Wire Transfer:	13131-13135
Prepay:	182917-182920
Check Numbers:	182921-183079
Checks Voided:	

Total Pages of Register: 18

November 14, 2025	TOTAL PAYROLL ISSUED:	$1,932,044.78



for Guy Mato, City Treasurer

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
13131	11/3/2025	112326 LWP CLAIMS SOLUTIONS INC.	110325		WORKERS' COMP CLAIMS	104,046.56
					Total :	**104,046.56**
13132	11/6/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	110525		HEALTH INSURANCE CLAIMS	22,227.66
					Total :	**22,227.66**
13133	11/6/2025	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998708209		HEALTH INSURANCE CLAIMS	58,366.41
					Total :	**58,366.41**
13134	11/6/2025	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	JUL-SEP 2025		SUI QUARTER ENDED 09/30/25	12,497.00
					Total :	**12,497.00**
13135	11/7/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	110625		HEALTH INSURANCE CLAIMS	59,106.08
					Total :	**59,106.08**
182917	11/7/2025	112748 NEW DYNASTY CONSTRUCTION CO.	16	024-01027	AQUATIC & SENIOR CENTER PROJECT	2,054,939.16
					Total :	**2,054,939.16**
182918	11/12/2025	106193 CUMMINS SALES AND SERVICE	X4-251087418	037-10470	GTRANS AUTO PARTS	48.84
					Total :	**48.84**
182919	11/12/2025	106193 CUMMINS SALES AND SERVICE	07-251035751		GTRANS AUTO PARTS	840.00
					Total :	**840.00**
182920	11/13/2025	111778 SPCALA	202510	032-00227	ANIMAL SHELTER SERVICES	24,900.00
					Total :	**24,900.00**
182921	11/25/2025	113619 1611 ROSE GARDEN LLC	RA-HESTER 12/2025		RENTAL ASSISTANCE PROGRAM	1,175.00
					Total :	**1,175.00**
182922	11/25/2025	104606 2 BROTHERS TIRES & WHEELS	31835		PD VEHICLE TIRE SERVICES	22.00
					Total :	**22.00**
182923	11/25/2025	113561 AIELLO, ANGELA	RA-OCHOA 12/2025		RENTAL ASSISTANCE PROGRAM	1,000.00
					Total :	**1,000.00**
182924	11/25/2025	113561 AIELLO, ANGELA	RA-ENRIQUEZ 12/2025		RENTAL ASSISTANCE PROGRAM	462.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182924	11/25/2025	113561 113561 AIELLO, ANGELA	(Continued)		**Total :**	**462.50**
182925	11/25/2025	108646 ALAN'S LAWN & GARDEN CENTER, INC.	109714		PW MAINT SUPPLIES	1,695.08
					Total :	**1,695.08**
182926	11/25/2025	101628 AQUA-FLO SUPPLY	SI2643862		PARK MAINT SUPPLIES	22.33
			SI2643863		PARK MAINT SUPPLIES	51.77
					Total :	**74.10**
182927	11/25/2025	108625 ARAD OIL INC.	AUGUST 2025		CAR WASH	60.00
			JULY 2025		CAR WASH	84.00
			OCTOBER 2025		CAR WASH	72.00
			SEPTEMBER 2025		CAR WASH	48.00
					Total :	**264.00**
182928	11/25/2025	112640 ARELLANO ASSOCIATES, LLC	23231	037-10284	MICROTRANSIT SERVICE COMMUNITY	3,212.42
					Total :	**3,212.42**
182929	11/25/2025	101459 ASBURY ENVIRONMENTAL SERVICES	I500-01277615		HAZARDOUS WASTE DISPOSAL SERVI	455.52
			I500-01282848		HAZARDOUS WASTE DISPOSAL SERVI	195.00
			I500-01285940		HAZARDOUS WASTE DISPOSAL SERVI	227.45
					Total :	**877.97**
182930	11/25/2025	104687 AT&T	24302228		TELEPHONE	860.55
			24369312		TELEPHONE	218.55
					Total :	**1,079.10**
182931	11/25/2025	111170 AT&T FIRSTNET	287290885074X101025	023-01618	CITYWIDE CELL PHONE ACCT #287290	1,577.86
			287290885074X111025	023-01618	CITYWIDE CELL PHONE ACCT #287290	1,577.86
			287293416290X111025	023-01618	PD CELL PHONE ACCT #287293416290	2,113.93
			287293420631X111025	023-01618	CD CELL PHONE ACCT #287293420631	313.67
			287295242065X111025	023-01618	PD CELL PHONE ACCT #287295242065	284.93
			287298156560X111025	023-01618	CITYWIDE CELL PHONE ACCT #287298	1,722.51
			287303490376X111025	023-01618	BUS CELL PHONE ACCT #28730349037	2,008.22
			287324972943X111025	023-01618	GTRANS CELL PHONE ACCT #2873249	334.84
			287352273971X111025	023-01618	PW CELL PHONE ACCT #287352273971	273.54
					Total :	**10,207.36**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182932	11/25/2025	100474 AT&T LONG DISTANCE	111225		TELEPHONE	74.40
					Total :	**74.40**
182933	11/25/2025	100964 AT&T MOBILITY	828667974X11162025		CM CELL PHONE ACCT #828667974	86.46
					Total :	**86.46**
182934	11/25/2025	110686 AZTECH ELEVATOR COMPANY	AZ20366	024-01170	ELEVATOR MAINTENANCE - NCC	125.00
			AZ20367	024-01170	ELEVATOR MAINTENANCE - PW	285.00
			AZ20368	024-01170	ELEVATOR MAINTENANCE - CH	125.00
			AZ20370	024-01170	ELEVATOR MAINTENANCE - NCC	285.00
					Total :	**820.00**
182935	11/25/2025	105853 BABCOCK ASSOCIATES, LTD	RA-SMITH 12/2025		RENTAL ASSISTANCE PROGRAM	553.50
					Total :	**553.50**
182936	11/25/2025	102035 BD WHITE TOP SOIL CO., INC.	93501		PARK MAINT SUPPLIES	38.12
					Total :	**38.12**
182937	11/25/2025	102135 BEHRENDS, KENT	371	023-01636	IT NETWORK SUPPORT - OCTOBER 20	3,400.00
					Total :	**3,400.00**
182938	11/25/2025	107747 BENGAR PRODUCTIONS	7773		EMBROIDERY SERVICES	427.00
			7774		HEAT TRANSFER - POLOS TEES	140.00
			7777		EMBROIDERY SERVICES	546.00
					Total :	**1,113.00**
182939	11/25/2025	109377 BOB BARKER COMPANY, INC.	INV2182150		JAIL PROGRAM SUPPLIES	192.95
					Total :	**192.95**
182940	11/25/2025	112184 BONFIRELA PRODUCTIONS	2024	037-10477	LINE 7X DIGITAL DISPLAY MARKETING	7,250.00
					Total :	**7,250.00**
182941	11/25/2025	112722 BP FORD OF LONG BEACH	FOCS735609		2020 FORD INTRCPTR #1591741 SERVI	2,837.56
			FOCS736551		2021 FORD INTRCPTR #1614731 SERVI	2,377.86
			FOCS736848		2020 FORD INTRCPTR #1591903 SERVI	475.01
					Total :	**5,690.43**
182942	11/25/2025	102383 BROCK, DAVID	10/05-10/08.		INTIME UNIVERSITY 2025 CONFERENC	139.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182942	11/25/2025	102383 102383 BROCK, DAVID	(Continued)		**Total :**	**139.21**
182943	11/25/2025	103335 CALIFORNIA CONTRACT CITIES, ASSOCIATIO	515925		ANNUAL MEMBERSHIP DUES	4,800.00
					Total :	**4,800.00**
182944	11/25/2025	110313 CALTIP	94-2025-OCTOBER	037-10449	INSURANCE CLAIMS DEDUCTIBLE-OCT	13,949.51
					Total :	**13,949.51**
182945	11/25/2025	823003 CARL WARREN & COMPANY	OCTOBER 2025		CLAIMS MANAGEMENT	3,018.13
					Total :	**3,018.13**
182946	11/25/2025	112073 CAROLLO ENGINEERS, INC	FB71666	024-01090	STORM DRAIN MASTER PLAN PROJEC	12,300.00
					Total :	**12,300.00**
182947	11/25/2025	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	50691		LEGAL SERVICES	157.50
			50789		LEGAL SERVICES	276.00
			50794		LEGAL SERVICES	2,437.86
			50795		LEGAL SERVICES	760.00
			50797		LEGAL SERVICES	1,918.50
			50799		LEGAL SERVICES	69.00
			50800		LEGAL SERVICES	870.15
			50801		LEGAL SERVICES	506.00
			50802		LEGAL SERVICES	805.00
					Total :	**7,800.01**
182948	11/25/2025	303331 CDTFA	OCTOBER 2025		DIESEL FUEL EXEMPT BUS	21.00
					Total :	**21.00**
182949	11/25/2025	110605 CHANDLER ASSET MANAGEMENT	2510GARDENA	023-01628	INVESTMENT MGMT SERVICES - OCTC	2,744.75
					Total :	**2,744.75**
182950	11/25/2025	113641 CHEN, SHEN-JUE	RA-CRUZ 12/2025		RENTAL ASSISTANCE PROGRAM	1,140.00
					Total :	**1,140.00**
182951	11/25/2025	112352 CIRCLE, THE	221348		TOSHIBA 5525AC COPIER USAGE - PD	2,788.80
			221767		TOSHIBA 3525AC COPIER USAGE - CLE	109.11
			221768		TOSHIBA 3525AC COPIER USAGE - CM	228.96
			221769		TOSHIBA 3525AC COPIER USAGE - HR	194.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182951	11/25/2025	112352 CIRCLE, THE	(Continued)			
			221770		TOSHIBA 3525AC COPIER USAGE - ADI	62.62
			221771		TOSHIBA 3525AC COPIER USAGE - CDI	99.91
			221772		TOSHIBA 3525AC COPIER USAGE - CDI	300.48
			221773		TOSHIBA 5525AC COPIER USAGE - DB	916.39
			221774		TOSHIBA 908 COPIER USAGE - PRINT S	30.12
			221775		TOSHIBA 6527AC COPIER USAGE - PRI	48.05
			221776		TOSHIBA 3525AC COPIER USAGE - PW	27.45
			221777		TOSHIBA 3525AC COPIER USAGE - PW	88.23
			221778		TOSHIBA 3525AC COPIER USAGE - GTI	253.70
			221779		TOSHIBA 3525AC COPIER USAGE - NC	197.20
			221781		TOSHIBA 3525AC COPIER USAGE - HS	217.20
			221782		TOSHIBA 3525AC COPIER USAGE - RE	69.20
			221783		TOSHIBA 3525AC COPIER USAGE - CH	22.56
			221784		TOSHIBA 3525AC COPIER USAGE - PD	135.34
			221785		TOSHIBA 3525AC COPIER USAGE - WA	259.61
			221786		TOSHIBA 3525AC COPIER USAGE - SR	150.28
			221787		TOSHIBA 6525AC COPIER USAGE - RE	252.27
			221788		TOSHIBA 3525AC COPIER USAGE - GTI	236.81
			221789		TOSHIBA 3525AC COPIER USAGE - GTI	61.33
					Total :	**6,749.73**
182952	11/25/2025	312105 CITY OF LOS ANGELES	MA260000022		TRAFFIC SIGNAL MAINTENANCE & OPI	886.62
					Total :	**886.62**
182953	11/25/2025	109913 COSTAR REALTY INFORMATION INC.	122824632	032-00228	COSTAR SUITE - OCTOBER 2025	985.16
			122992024	032-00228	COSTAR SUITE - NOVEMBER 2025	985.16
					Total :	**1,970.32**
182954	11/25/2025	103461 CPS HR CONSULTING	TR-INV006761		TESTING MATERIALS	185.00
					Total :	**185.00**
182955	11/25/2025	103512 CRENSHAW LUMBER CO.	20820		SIGNS/SIGNALS SUPPLIES	35.68
					Total :	**35.68**
182956	11/25/2025	103353 CRM COMPANY, LLC.	LA28714		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182957	11/25/2025	110319 CWE DIRECTOR	F25666	024-01137	MS4 & NPDES MONITORING & COMPLI	32,999.57
					Total :	**32,999.57**
182958	11/25/2025	108629 DAVE BANG ASSOCIATES, INC.	CA59735		PARK MAINT SUPPLIES	1,044.92
					Total :	**1,044.92**
182959	11/25/2025	104527 DEPARTMENT OF INDUSTRIAL, RELATIONS	E2217955MR		CONVEYANCE INSPECTION FEE - 1670	225.00
			E2217956MR		CONVEYANCE INSPECTION FEE - 1670	125.00
			E2217957MR		CONVEYANCE INSPECTION FEE - 1700	125.00
					Total :	**475.00**
182960	11/25/2025	103241 DP STAR AUTOMOTIVE, INC.	77531		SMOG INSPECTIONS - 2007 CHEVY SIL	60.00
			77535		SMOG INSPECTIONS - 2007 CHEVY SIL	60.00
			77539		SMOG INSPECTIONS - 2012 FORD F35(	60.00
			77543		SMOG INSPECTIONS - 2009 CHEVY SIL	60.00
			77546		SMOG INSPECTIONS - 2015 FORD F25	60.00
			77552		SMOG INSPECTIONS - 2012 FORD F35(	60.00
			77554		SMOG INSPECTIONS - 2013 FORD F35(	60.00
			77558		SMOG INSPECTIONS - 2013 FORD F35(	60.00
			77559		SMOG INSPECTIONS - 2012 FORD F35(	60.00
			77567		SMOG INSPECTIONS - 2015 FORD F35(	60.00
			77570		SMOG INSPECTIONS - 2011 NISSAN FR	60.00
			77601		SMOG INSPECTIONS - 2017 FORD F35(	60.00
			77603		SMOG INSPECTIONS - 2017 FORD F35(	60.00
					Total :	**780.00**
182961	11/25/2025	113586 DRASIN, CORINNE	RA-VILLEGAS 12/2025		RENTAL ASSISTANCE PROGRAM	695.00
					Total :	**695.00**
182962	11/25/2025	113296 ELECTRONIC ENTRY DISTRIBUTORS	99107572		BLDG MAINT SUPPLIES	103.51
					Total :	**103.51**
182963	11/25/2025	105418 EMPIRE CLEANING SUPPLY	S7365723	034-00713	CUSTODIAL SUPPLIES	131.98
			S7394100	034-00713	CUSTODIAL SUPPLIES	1,429.66
					Total :	**1,561.64**
182964	11/25/2025	105392 ENTENMANN-ROVIN COMPANY	0191629		PD UNIFORM SUPPLIES	891.34
			0191706		PD UNIFORM SUPPLIES	609.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182964	11/25/2025	105392 105392 ENTENMANN-ROVIN COMPANY	(Continued)		**Total :**	**1,501.08**
182965	11/25/2025	106459 ENTERPRISE FM TRUST	FBN5478074	023-01620	ENTERPRISE LEASE - NOVEMBER 202	4,624.10
			FBN5478466	023-01620	ENTERPRISE LEASE - NOVEMBER 202	85,660.77
				023-01572		
				023-01634		
				023-01638		
				037-10492		
					Total :	**90,284.87**
182966	11/25/2025	105650 EWING IRRIGATION PRODUCTS	28062527		PARK MAINT SUPPLIES	45.67
					Total :	**45.67**
182967	11/25/2025	104380 E-Z FLOW CONCRETE PUMPING	10178		STREET MAINT SUPPLIES	410.00
					Total :	**410.00**
182968	11/25/2025	106129 FEDEX	9-059-38190		SHIPPING SERVICES	89.80
					Total :	**89.80**
182969	11/25/2025	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2503102510		DRUG TEST/ADMIN FEE	558.87
					Total :	**558.87**
182970	11/25/2025	106465 FOX FIRST AID & SAFETY INC	76444		PW SHOP SUPPLIES	634.27
			77240		STREET MAINT SUPPLIES	48.07
					Total :	**682.34**
182971	11/25/2025	113640 GARDENA MHP LLC	RA-MCGHEE 12/2025		RENTAL ASSISTANCE PROGRAM	603.75
					Total :	**603.75**
182972	11/25/2025	619005 GAS COMPANY, THE	058-854-91703 110725		CNG FUEL	1,206.83
					Total :	**1,206.83**
182973	11/25/2025	112856 GLOBAL ASSETS INTEGRATED LLC	2025-716		PD HANDS-ON TRAINING COURSE	3,170.00
					Total :	**3,170.00**
182974	11/25/2025	102542 GOLD COAST K9	GARDENAPD-13	035-01424	POLICE K9 MAINTENANCE TRAINING	6,000.00
					Total :	**6,000.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182975	11/25/2025	619004 GOLDEN STATE WATER CO.	110525		WATER	17,107.95
					Total :	**17,107.95**
182976	11/25/2025	619004 GOLDEN STATE WATER CO.	101725		WATER	227.78
					Total :	**227.78**
182977	11/25/2025	112434 GREENFIX	FS 11-25-2	024-01179	CNG FIELD SERVICE MAINTENANCE - I	10,560.66
					Total :	**10,560.66**
182978	11/25/2025	112374 GRIFFIN STRUCTURES, INC.	GSI-GCASC-34	024-00910	AQUATIC & SENIOR CENTER, JN978	39,386.65
					Total :	**39,386.65**
182979	11/25/2025	108012 H&H AUTO PARTS WHOLESALE	1IN0734149		STREET SWEEPER SUPPLIES	1,196.10
					Total :	**1,196.10**
182980	11/25/2025	113657 HALLDALE MHP, LLC	RA-SANCHEZ 12/2025		RENTAL ASSISTANCE PROGRAM	421.00
					Total :	**421.00**
182981	11/25/2025	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JEI	2341135		PROFESSIONAL SERVICES	975.00
					Total :	**975.00**
182982	11/25/2025	108434 HOME DEPOT CREDIT SERVICES	1905037		PD PROGRAM SUPPLIES	49.05
			2600356		JAIL PROGRAM SUPPLIES	115.41
			3904432		PD PROGRAM SUPPLIES	25.28
			4904255		PD PROGRAM SUPPLIES	197.80
			9553376		REC PROGRAM SUPPLIES	116.77
					Total :	**504.31**
182983	11/25/2025	113218 HORVITZ & LEVY LLP	104007		PROFESSIONAL SERVICES	830.62
					Total :	**830.62**
182984	11/25/2025	113587 HUANG, YAN MING	RA-LAINFIESTA12/2025		RENTAL ASSISTANCE PROGRAM	1,525.00
					Total :	**1,525.00**
182985	11/25/2025	111696 INDICATOR REEF, LLC	RA-BRYANT 12/2025		RENTAL ASSISTANCE PROGRAM	1,250.00
					Total :	**1,250.00**
182986	11/25/2025	111593 INTER-CON SECURITY SYSTEMS INC	BD0662516		GTRANS SECURITY SERVICES - OCTO	30.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182986	11/25/2025	111593 111593 INTER-CON SECURITY SYSTEMS INC (Continued)			**Total :**	**30.74**
182987	11/25/2025	104659 IRON MOUNTAIN INFORMATION, MANAGEME	KVXP901		OFF-SITE STORAGE SERVICES - OCTC	94.65
					Total :	**94.65**
182988	11/25/2025	108579 J.D. FIELDS LUMBER COMPANY	15035		STREET MAINT SUPPLIES	64.67
					Total :	**64.67**
182989	11/25/2025	100436 J.J. KELLER & ASSOCIATES, INC	9110684026	037-10460	FLEET MANAGEMENT AND COMPLIAN(	532.18
					Total :	**532.18**
182990	11/25/2025	113617 KIM, CHUN HUEY	RA-ZARAGOZA 12/2025		RENTAL ASSISTANCE PROGRAM	750.00
					Total :	**750.00**
182991	11/25/2025	113116 KOBASHIGAWA, ANDREW	RA-TAPIA 12/2025		RENTAL ASSISTANCE PROGRAM	850.00
					Total :	**850.00**
182992	11/25/2025	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN260000258		LABOR & EQUIPMENT CHARGES - TS (	2,052.24
					Total :	**2,052.24**
182993	11/25/2025	312113 L.A. COUNTY SHERIFF'S DEPT	260751JL		PRISONER MAINTENANCE FEE - APRIL	217.30
					Total :	**217.30**
182994	11/25/2025	112614 LAX AUTO REPAIR	20764		2022 FORD INTRCPTR #1630458 OIL &	70.00
			20768		2022 FORD INTRCPTR #1630457 OIL &	70.00
					Total :	**140.00**
182995	11/25/2025	113584 LBPM - RAYMOND J VALLENS TRUST	RA-GUERRERO 12/2025		RENTAL ASSISTANCE PROGRAM	765.00
					Total :	**765.00**
182996	11/25/2025	113091 LBPM/150TH APARTMENT (DMM1210)	RA-GORDON 12/2025		RENTAL ASSISTANCE PROGRAM	605.25
					Total :	**605.25**
182997	11/25/2025	112260 LIEBERT CASSIDY WHITMORE	305421		LEGAL SERVICES	485.00
			307279		LEGAL SERVICES	1,018.50
			307280		LEGAL SERVICES	824.50
			307281		LEGAL SERVICES	3,955.00
			307282		LEGAL SERVICES	1,223.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182997	11/25/2025	112260 LIEBERT CASSIDY WHITMORE	(Continued)			
			307283		LEGAL SERVICES	1,136.00
			307284		LEGAL SERVICES	5,207.00
			307285		LEGAL SERVICES	215.00
			307286		LEGAL SERVICES	111.07
			307287		LEGAL SERVICES	450.00
			307288		LEGAL SERVICES	194.00
			307289		LEGAL SERVICES	1,018.50
			307290		LEGAL SERVICES	1,067.00
			307291		LEGAL SERVICES	10,267.00
			307292		LEGAL SERVICES	240.00
			307293		LEGAL SERVICES	325.50
					Total :	**27,737.57**
182998	11/25/2025	105236 LONG BEACH ICE, INC.	345417	034-00720	WINTER WONDERLAND SUPPLIES	11,657.75
					Total :	**11,657.75**
182999	11/25/2025	107991 LRJ CONSTRUCTION, INC.	2059CDBG-2	032-00233	CDBG HOUSING REHAB PROGRAM - 2(	23,040.00
					Total :	**23,040.00**
183000	11/25/2025	107991 LRJ CONSTRUCTION, INC.	2059-PLHA-90	032-00234	PLHA HOUSING REHAB PROGRAM - 20	8,109.00
					Total :	**8,109.00**
183001	11/25/2025	107991 LRJ CONSTRUCTION, INC.	2059CDBG-R		CDBG HOUSING REHAB PROGRAM - 2(	4,988.00
					Total :	**4,988.00**
183002	11/25/2025	107991 LRJ CONSTRUCTION, INC.	2059-PLHA-10		PLHA HOUSING REHAB PROGRAM - 20	901.00
					Total :	**901.00**
183003	11/25/2025	109563 LUCKY LADY CASINO	0850000288		ECONOMIC ASSISTANCE - OCTOBER 2	33,577.08
					Total :	**33,577.08**
183004	11/25/2025	112326 LWP CLAIMS SOLUTIONS INC.	26027	023-01623	WORKERS' COMP CLAIMS ADMINISTR/	25,083.00
					Total :	**25,083.00**
183005	11/25/2025	113639 MABRY MANAGEMENT	RA-GARCIA 12/2025		RENTAL ASSISTANCE PROGRAM	829.50
					Total :	**829.50**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183006	11/25/2025	105082 MAJESTIC LIGHTING, INC.	ML91600		BLDG MAINT SUPPLIES	13.19
					Total :	**13.19**
183007	11/25/2025	113036 MANERI SIGN CO., INC.	40019170		SIGNS - 5.25"X7" GTRANS RETIREMEN	39.24
					Total :	**39.24**
183008	11/25/2025	112695 MANN, SCOTT A.	25-010	023-01641	RISK MANAGEMENT CONSULTING SEF	6,360.00
					Total :	**6,360.00**
183009	11/25/2025	113581 MARIO CASTILLO ELECTRIC INC.	6346	024-01180	ELECTRICAL PANEL FOR PD CHARGEF	9,989.77
					Total :	**9,989.77**
183010	11/25/2025	110306 MARIPOSA LANDSCAPES, INC	4153	024-01192	TREE TRIMMING SERVICES	8,875.00
					Total :	**8,875.00**
183011	11/25/2025	112412 MARKETABLE ENG PROJ LLC DBA, MAX ENEI	7248	024-01081	DESIGN SERVICES - ELECTRICAL UPG	2,585.00
					Total :	**2,585.00**
183012	11/25/2025	113003 MARTIN CHEVROLET	39291		PW AUTO PARTS	429.89
					Total :	**429.89**
183013	11/25/2025	113064 MCMASTER-CARR SUPPLY COMPANY	54190355		PW SHOP SUPPLIES	92.17
					Total :	**92.17**
183014	11/25/2025	111604 MICRO ELECTRONICS, INC	13998806	023-01632	COMPUTER REPLACEMENT PARTS	1,853.22
					Total :	**1,853.22**
183015	11/25/2025	113593 MINUTEMAN PRESS	22461		CM PROGRAM SUPPLIES	2,442.24
					Total :	**2,442.24**
183016	11/25/2025	110824 MIXER INK LLC	108358		PW PROGRAM SUPPLIES	2,671.47
					Total :	**2,671.47**
183017	11/25/2025	112597 MOBILE ILLUMINATION, INC.	2025-1336	024-01194	HOLIDAY TREE & DECOR INSTALLATIO	5,821.50
					Total :	**5,821.50**
183018	11/25/2025	113649 MURAI, DANIELLE	PERMIT #50025-0042		PERMIT DEPOSIT REFUND - 14750 SUT	7,500.00
					Total :	**7,500.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183019	11/25/2025	113654 MUSE, CHRISTOPHER	000195		TRANSPORTATION - SENIOR BUREAU	855.98
					Total :	**855.98**
183020	11/25/2025	113585 NAKAOKA REAL ESTATE	RA-JOHNSON 12/2025		RENTAL ASSISTANCE PROGRAM	925.00
					Total :	**925.00**
183021	11/25/2025	107030 NAPA AUTO PARTS	195830		PW AUTO PARTS	166.78
			196070		PW AUTO PARTS	10.19
					Total :	**176.97**
183022	11/25/2025	110909 NEXTECH SYSTEMS, INC	NEX25-334	024-01193	SIGNS/SIGNALS SUPPLIES	7,478.18
					Total :	**7,478.18**
183023	11/25/2025	113652 NGUYEN, STACY	PERMIT #50024-0971		BUILDING PERMIT REFUND - 1650 W 1	9,501.00
					Total :	**9,501.00**
183024	11/25/2025	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	0946107523 08/14/25	023-01626	FIRST AID SERVICES	174.44
			88682125	023-01626	RANDOM TESTS	480.00
					Total :	**654.44**
183025	11/25/2025	115168 OFFICE DEPOT	441834055		PD OFFICE SUPPLIES	50.81
			444201536		CD OFFICE SUPPLIES	62.13
					Total :	**112.94**
183026	11/25/2025	111358 O'REILLY AUTO PARTS	165256		PW AUTO PARTS	299.72
			165629		PW AUTO PARTS	104.18
			167151		PW AUTO PARTS	-239.56
			167156		PW AUTO PARTS	-170.35
			169986		PW AUTO PARTS	-142.68
			181481		PW AUTO PARTS	90.30
			183591		PW AUTO PARTS	-90.30
			198873		GTRANS AUTO PARTS	-22.00
			200754		PW AUTO PARTS	39.64
			202339		STREET SWEEPER SUPPLIES	237.25
			202945		PW AUTO PARTS	262.45
			205184		PW AUTO PARTS	216.52
					Total :	**585.17**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183027	11/25/2025	113049 PARK PLAZA PROPERTIES, LLC	RA-FINNEY 12/2025		RENTAL ASSISTANCE PROGRAM	401.75
					Total :	**401.75**
183028	11/25/2025	109138 PARTEK SOLUTIONS	51738672	035-01425	PD PROGRAM SUPPLIES	7,019.23
					Total :	**7,019.23**
183029	11/25/2025	113621 PATRONAS, CHRIS E.	RA-MITCHELL 12/2025		RENTAL ASSISTANCE PROGRAM	800.00
					Total :	**800.00**
183030	11/25/2025	111698 PELLEGRINO, RAY	RA-THOMAS 12/2025		RENTAL ASSISTANCE PROGRAM	950.00
					Total :	**950.00**
183031	11/25/2025	112859 PET HAVEN CEMETERY	19524	032-00213	PROFESSIONAL CREMATORY SERVICE	1,365.00
					Total :	**1,365.00**
183032	11/25/2025	307108 PETTY CASH FUND	07/14-11/09/25		REPLENISH PETTY CASH	398.99
					Total :	**398.99**
183033	11/25/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	2025000150	023-01650	ACA REPORTING 2025	8,862.00
					Total :	**8,862.00**
183034	11/25/2025	109851 PLANETBIDS, LLC	1024288	037-10486	PLANETBIDS LICENSE FOR YEAR 2025	7,938.95
					Total :	**7,938.95**
183035	11/25/2025	111883 PROJECT PARTNERS, INC.	28321	024-01112	PROJECT MANAGEMENT SERVICES	15,260.00
					Total :	**15,260.00**
183036	11/25/2025	113656 PROPERTY MANAGEMENT ASSOCIATES	RA-BROWN 12/2025		RENTAL ASSISTANCE PROGRAM	1,207.52
					Total :	**1,207.52**
183037	11/25/2025	106092 PRUDENTIAL OVERALL SUPPLY	43068864	034-00712	CUSTODIAL SUPPLIES	1,660.07
			43068866	034-00712	UNIFORM & SUPPLY RENTAL	31.90
			43068867	034-00712	SUPPLY RENTAL - MATS - GTRANS	51.20
			43068868	034-00712	SUPPLY RENTAL - MATS - NCC	13.83
			43068869	034-00712	SUPPLY RENTAL - MATS - CH	19.42
			43068870	034-00712	SUPPLY RENTAL - MATS - PD	29.70
			43068871	034-00712	SUPPLY RENTAL - MATS - HS	11.88
			43070575	034-00712	CUSTODIAL SUPPLIES	43.70

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183037	11/25/2025	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			43070576	024-01168 034-00712	UNIFORM & SUPPLY RENTAL	173.99
			43070577	034-00712	UNIFORM & SUPPLY RENTAL	31.90
			43070578	034-00712	SUPPLY RENTAL - MATS - GTRANS	51.20
			43072140	037-10473	UNIFORM & SUPPLY RENTAL	329.39
			43072458	034-00712	UNIFORM & SUPPLY RENTAL	31.90
			43073843	037-10473	UNIFORM & SUPPLY RENTAL	329.39
					Total :	**2,809.47**
183038	11/25/2025	112508 PUMPMAN SOCAL	130002963		PUMP SYSTEM BI-ANNUAL MAINT REN	3,432.50
					Total :	**3,432.50**
183039	11/25/2025	103072 REACH	112516		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	**902.00**
183040	11/25/2025	112578 RIDECO US INC	2025-634US	037-10254	MICROTRANSIT SOFTWARE	1,445.07
					Total :	**1,445.07**
183041	11/25/2025	100585 RKA CONSULTING GROUP	36472		ENGINEERING & SURVEYING SERVICE	1,540.00
					Total :	**1,540.00**
183042	11/25/2025	113616 RODRIGUEZ, GLORIA	RA-GARCIA 12/2025		RENTAL ASSISTANCE PROGRAM	550.00
					Total :	**550.00**
183043	11/25/2025	110333 S.C. SIGNS & SUPPLIES LLC	264259		SIGNS/SIGNALS SUPPLIES	170.25
					Total :	**170.25**
183044	11/25/2025	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	2144		REC PROGRAM SUPPLIES	44.37
			2308		PD PROGRAM SUPPLIES	99.45
			2310		PD PROGRAM SUPPLIES	8.07
			2341		PD PROGRAM SUPPLIES	55.91
					Total :	**207.80**
183045	11/25/2025	104975 SAFEGUARD BUSINESS SYSTEMS	9009199633		LASER CHECKS - WARRANT CHECKS	1,786.35
					Total :	**1,786.35**
183046	11/25/2025	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8103175	035-01400	2020 FORD INTRCPTR #1591740 SERVI	3,118.29

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183046	11/25/2025	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	(Continued)			
			8103233	035-01400	2024 DODGE DURANGO #1697553 SER	772.28
					Total :	**3,890.57**
183047	11/25/2025	113633 SHUMWAY, CHANDRA	16		ENTERTAINMENT SERVICES - WINTER	275.00
					Total :	**275.00**
183048	11/25/2025	113084 SL PROPERTY MANAGEMENT INC	RA-HOPE 12/2025		RENTAL ASSISTANCE PROGRAM	1,187.50
					Total :	**1,187.50**
183049	11/25/2025	119447 SOUTH BAY FORD	750431		PW AUTO PARTS	464.50
					Total :	**464.50**
183050	11/25/2025	619003 SOUTHERN CALIFORNIA EDISON	111725		LIGHT & POWER	131,341.66
					Total :	**131,341.66**
183051	11/25/2025	111778 SPCALA	NOVEMBER-2025	032-00232	ANIMAL TESTING SERVICES	5,756.00
					Total :	**5,756.00**
183052	11/25/2025	112505 T Y LIN INTERNATIONAL	30102508570	037-10323	PROJECT MGMT SERVICES	2,750.22
			30102511010	037-10323	PROJECT MGMT SERVICES	916.74
					Total :	**3,666.96**
183053	11/25/2025	100609 TANK SPECIALISTS OF CALIFORNIA	35538		MONITORING SYSTEM TEST & CERTIF	875.00
					Total :	**875.00**
183054	11/25/2025	112984 TCTH SCREENWORKS, INC	28624		GTRANS MAINT UNIFORM SUPPLIES	252.30
					Total :	**252.30**
183055	11/25/2025	113357 TEAM CIVX	4119	023-01593	COMMUNICATION & PROJECT MGMT S	7,800.00
					Total :	**7,800.00**
183056	11/25/2025	112703 TEAM PORTER INC.	RA-GOMEZ 12/2025		RENTAL ASSISTANCE PROGRAM	523.75
					Total :	**523.75**
183057	11/25/2025	113648 THOMAS, JERRY & ELISABET	PERMIT #50024-0923		PERMIT DEPOSIT REFUND - 12916 GR/	5,000.00
					Total :	**5,000.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183058	11/25/2025	113651 TINOCO, ROBERTO RODRIGUEZ	PERMIT #50022-1559		PERMIT DEPOSIT REFUND - 15608 GR/	7,500.00
			PERMIT #50023-0556		PERMIT DEPOSIT REFUND - 15608 GR/	5,000.00
					Total :	**12,500.00**
183059	11/25/2025	110238 TIREHUB, LLC	53898441		TIRES - GY EAGLE ENFORCER BW 108	1,689.52
			53964056		TIRES - GY ASSURANCE MAXLIFE2 BW	166.33
					Total :	**1,855.85**
183060	11/25/2025	110851 TRAPEZE SOFTWARE GROUP, INC.	TSMAU250752	037-10496	SOMPIS YEAR 4 MAINTENANCE FEE (5	25,688.00
					Total :	**25,688.00**
183061	11/25/2025	110851 TRAPEZE SOFTWARE GROUP, INC.	TSMAU250753	037-10496	SOMPIS YEAR 4 MAINTENANCE FEE (5	2,515.00
			TSMAU250754	037-10496	SOMPIS YEAR 4 MAINTENANCE FEE (5	5,045.00
			TSMAU250755	037-10496	SOMPIS YEAR 4 MAINTENANCE FEE (5	3,000.00
			TSMAU250756	037-10496	SOMPIS YEAR 4 MAINTENANCE FEE (5	1,552.00
					Total :	**12,112.00**
183062	11/25/2025	103845 TRENCH SHORING COMPANY	20553293		RENTAL - TRENCH TOP 4'X5' REGULAR	61.60
					Total :	**61.60**
183063	11/25/2025	111481 TRIO COMMUNITY MEALS, LLC	INV2230072604	034-00705	SENIOR FEEDING PROGRAM	10,001.25
			INV2230073131	034-00705	SENIOR FEEDING PROGRAM	9,812.25
					Total :	**19,813.50**
183064	11/25/2025	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FINANCE 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	12,411.28
					Total :	**12,411.28**
183065	11/25/2025	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FOX 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	89.79
			MACIEL 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	2,425.29
			NOLAN 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	6,348.05
			PD TRAINING3 9/22/25		CAL CARD STATEMENT 08/23-09/22/25	2,247.64
			PYNN 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	10,279.53
				037-10498		
			RIGG 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	65.79
			ROMERO 10/22/2025		CAL CARD STATEMENT 09/23-10/22/25	437.77
			SWEENEY 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	11,195.19
				034-00725		

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183065	11/25/2025	109900 109900 U.S. BANK CORPORATE PAYMENT, SYST (Continued)			**Total :**	**33,089.05**
183066	11/25/2025	104692 ULINE	200118015		PD PROGRAM SUPPLIES	1,267.49
					Total :	**1,267.49**
183067	11/25/2025	121275 UNDERGROUND SERVICE ALERT, OF SC	1020250308		NEW TICKET CHARGES	188.00
			25-261333		CA STATE FEE FOR REGULATORY COS	49.29
					Total :	**237.29**
183068	11/25/2025	121010 UNITED RENTALS	254884018		RENTAL - VIBRATOR MOTOR 2HP ELEC	205.53
					Total :	**205.53**
183069	11/25/2025	113022 V V & G CONSTRUCTION	1819-PLHA 90	032-00235	PLHA HOUSING REHAB PROGRAM - 18	13,720.50
					Total :	**13,720.50**
183070	11/25/2025	113022 V V & G CONSTRUCTION	1819-PLHA 10		PLHA HOUSING REHAB PROGRAM - 18	1,524.50
					Total :	**1,524.50**
183071	11/25/2025	122050 VERIZON WIRELESS	6126464772		REC CELL PHONE SERVICE	1,120.45
					Total :	**1,120.45**
183072	11/25/2025	122435 VISTA PAINT CORPORATION	2025-145331-00		STREET MAINT SUPPLIES	95.39
			2025-157340-00		STREET MAINT SUPPLIES	994.50
					Total :	**1,089.89**
183073	11/25/2025	101195 WASTE RESOURCES GARDENA	111725		WASTE COLLECTION	314,469.42
					Total :	**314,469.42**
183074	11/25/2025	110370 WESTERN COLLISION CENTER, INC	1160	035-01401	2023 FORD INTRCPTR #1661716 BODY	2,100.46
					Total :	**2,100.46**
183075	11/25/2025	119387 WEX BANK	108567188		FUEL PURCHASES	115.65
					Total :	**115.65**
183076	11/25/2025	113291 WONG, WILLIAM	PERMIT #50025-0198		PERMIT DEPOSIT REFUND - 1904 W 15	7,500.00
					Total :	**7,500.00**
183077	11/25/2025	125001 YAMADA COMPANY, INC.	85248		PARK MAINT SUPPLIES	51.53

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183077	11/25/2025	125001 125001 YAMADA COMPANY, INC.	(Continued)		**Total :**	**51.53**
183078	11/25/2025	109768 ZEBRA	Z26-33		GTRANS MEMBERSHIP DUES	3,500.00
					Total :	**3,500.00**
183079	11/25/2025	113347 ZECO, INC.	05-RETENTION		ROWLEY PARK BASKETBALL COURT R	29,587.73
					Total :	**29,587.73**
168	**Vouchers for bank code :**	usb			**Bank total :**	**3,571,356.62**
168	**Vouchers in this report**				**Total vouchers :**	**3,571,356.62**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 18 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____

Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 18 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____

_____ 11/25/2025

Mayor Date

_____ _____

Councilmember Date

_____ _____

Councilmember Date

Acknowledged:

_____ _____

Councilmember Date

_____ _____

Councilmember Date

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: December 4, 2025

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

December 9, 2025	TOTAL WARRANTS ISSUED:	$12,395,595.46

Wire Transfer:	13136-13150
Prepay:	183080
Check Numbers:	183081-183221
Checks Voided:	

Total Pages of Register: 18

November 28, 2025	TOTAL PAYROLL ISSUED:	$2,536,067.26



for Guy Mato, City Treasurer

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
13136	9/16/2025	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4874236597	023-01627	LIFE INSURANCE GRP PLANS - SEPTEI	4,006.63
					Total :	**4,006.63**
13137	10/16/2025	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4884377152	023-01627	LIFE INSURANCE GRP PLANS - OCTOE	2,787.43
					Total :	**2,787.43**
13138	11/13/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	111225		HEALTH INSURANCE CLAIMS	10,334.94
					Total :	**10,334.94**
13139	11/4/2025	112326 LWP CLAIMS SOLUTIONS INC.	110425		WORKERS' COMP CLAIMS	100,000.00
					Total :	**100,000.00**
13140	11/14/2025	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365995251963		HEALTH INSURANCE CLAIMS	62,859.06
					Total :	**62,859.06**
13141	11/18/2025	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4894498148	023-01627	LIFE INSURANCE GRP PLANS - NOVEM	4,066.30
					Total :	**4,066.30**
13142	11/17/2025	101641 CALPERS	100000018106570		MISC GROUP UAL PAYMENT - NOVEME	82,034.00
					Total :	**82,034.00**
13143	11/17/2025	101641 CALPERS	100000018106578		SAFETY CLASSIC UAL PAYMENT - NOV	137,246.75
					Total :	**137,246.75**
13144	11/17/2025	101641 CALPERS	100000018106587		SAFETY PEPRA UAL PAYMENT - NOVEI	2,729.92
					Total :	**2,729.92**
13145	11/20/2025	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365999271896		HEALTH INSURANCE CLAIMS	116,080.01
					Total :	**116,080.01**
13146	11/20/2025	112326 LWP CLAIMS SOLUTIONS INC.	112025		WORKERS' COMP CLAIMS	83,956.31
					Total :	**83,956.31**
13147	11/21/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	111925		HEALTH INSURANCE CLAIMS	75,942.96
					Total :	**75,942.96**
13148	11/24/2025	619005 GAS COMPANY, THE	035-746-60944 110725		CNG FUEL	40,294.24

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
13148	11/24/2025	619005 619005 GAS COMPANY, THE	(Continued)		**Total :**	**40,294.24**
13149	11/26/2025	111016 KAISER FOUNDATION HEALTH PLAN	DECEMBER 2025		HEALTH INSURANCE	393,086.61
					Total :	**393,086.61**
13150	11/26/2025	112326 LWP CLAIMS SOLUTIONS INC.	112625		WORKERS' COMP CLAIMS	582,688.00
					Total :	**582,688.00**
183080	12/4/2025	112778 AUTOCLAIMS DIRECT INC.	25-13PD		FINAL SETTLEMENT	175.00
					Total :	**175.00**
183081	12/9/2025	113670 1225 W 166TH LLC	RA-REDMAN 12/2025		RENTAL ASSISTANCE PROGRAM	1,247.50
					Total :	**1,247.50**
183082	12/9/2025	104606 2 BROTHERS TIRES & WHEELS	31895		PD VEHICLE TIRE SERVICES	66.00
					Total :	**66.00**
183083	12/9/2025	110028 ACCENTURE INFRASTRUCTURE, AND CAPITA	35947	037-10228	PROJECT MGMT SUPPORT - ELECTRIF	7,945.00
					Total :	**7,945.00**
183084	12/9/2025	101748 AFTERMARKET PARTS COMPANY LLC, THE	83964802	037-10443	GTRANS AUTO PARTS	37,890.84
					Total :	**37,890.84**
183085	12/9/2025	101748 AFTERMARKET PARTS COMPANY LLC, THE	84020223	037-10469	GTRANS AUTO PARTS	44.33
			84049722	037-10469	GTRANS AUTO PARTS	423.69
					Total :	**468.02**
183086	12/9/2025	112520 AGILITY FUEL SYSTEMS, LLC	CD99003648		CERTIFIED CNG TECHNICIAN TRAININ	3,600.00
					Total :	**3,600.00**
183087	12/9/2025	103465 ANIMAL FRIENDS PET HOTEL	692662172		K-9 BOARDING SERVICES - GHOST	159.00
			694995307		K-9 BOARDING SERVICES - GHOST	212.00
			703624548		K-9 BOARDING SERVICES - GHOST	383.00
			717586482		K-9 BOARDING SERVICES - GHOST	430.00
					Total :	**1,184.00**
183088	12/9/2025	108625 ARAD OIL INC.	OCTOBER 2025 PD		CAR WASH	72.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183088	12/9/2025	108625 108625 ARAD OIL INC.	(Continued)		**Total :**	**72.00**
183089	12/9/2025	101459 ASBURY ENVIRONMENTAL SERVICES	I500-01281880		HAZARDOUS WASTE DISPOSAL SERVI	534.38
			I500-01296788		HAZARDOUS WASTE DISPOSAL SERVI	8.00
					Total :	**542.38**
183090	12/9/2025	100474 AT&T LONG DISTANCE	081225		TELEPHONE	72.61
					Total :	**72.61**
183091	12/9/2025	112942 AWP SAFETY	40019212		SIGNS - 12"X8" ELECTRIC VEHICLE CH	988.25
			40019278		SIGNS - 36"X24" SAFE SCHOOL ZONE S	193.27
			40019282		SIGNS - 12"X18" "NO STOPPING BUS O	161.25
			POACK#2322		SIGNS - 9"X48" RETIREMENT SIGN	-111.28
					Total :	**1,231.49**
183092	12/9/2025	113174 AXXESS DOOR CORP	17809		AUTOMATIC SLIDING DOOR PARTS	224.38
					Total :	**224.38**
183093	12/9/2025	110686 AZTECH ELEVATOR COMPANY	AZ20439	037-10452	ELEVATOR MAINTENANCE - GTRANS	285.00
			AZ20444	037-10452	ELEVATOR MAINTENANCE - GTRANS	83.33
					Total :	**368.33**
183094	12/9/2025	113000 BENTECH	78515		GTRANS BUS MAINT SUPPLIES	902.99
					Total :	**902.99**
183095	12/9/2025	110675 BGB DESIGN GROUP, INC	104466	024-00968	ROWLEY PARK BB COURT REHAB, JN5	1,322.04
					Total :	**1,322.04**
183096	12/9/2025	109377 BOB BARKER COMPANY, INC.	INV2184731		JAIL PROGRAM SUPPLIES	113.10
			INV2186649		JAIL PROGRAM SUPPLIES	580.13
					Total :	**693.23**
183097	12/9/2025	112722 BP FORD OF LONG BEACH	FOCS737114		2021 FORD INTRCPTR #1614738 SERVI	1,460.90
					Total :	**1,460.90**
183098	12/9/2025	111902 BPR CONSULTING GROUP LLC	3640	032-00231	CONSULTING SERVICES - OCTOBER 2(	67,435.04
					Total :	**67,435.04**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183099	12/9/2025	312330 CALIFORNIA DEPARTMENT OF, SOCIAL SERV	CCDP1063		FY 2023-24 CHILD DEVELOPMENT CEN	581,373.00
					Total :	**581,373.00**
183100	12/9/2025	100140 CALIFORNIA MUNICIPAL REVENUE, & TAX AS	4209		MEMBERSHIP RENEWAL	150.00
					Total :	**150.00**
183101	12/9/2025	103383 CALPORTLAND	96983907		STREET MAINT SUPPLIES	961.55
			96998244		STREET MAINT SUPPLIES	1,051.33
					Total :	**2,012.88**
183102	12/9/2025	112073 CAROLLO ENGINEERS, INC	FB72805	024-01090	STORM DRAIN MASTER PLAN PROJEC	15,073.75
					Total :	**15,073.75**
183103	12/9/2025	103489 CF UNITED LLC	100125-103125		PD CAR WASH	528.00
					Total :	**528.00**
183104	12/9/2025	108378 CHARLES E. THOMAS COMPANY INC.	120255	037-10454	SERVICE CALL - REPLACE FILTERS	444.62
			120542	037-10454	HEALY QUARTERLY INSPECTION	225.00
					Total :	**669.62**
183105	12/9/2025	104126 CHARTER COMMUNICATIONS	187854501110725	023-01619	CABLE & BACKUP INTERNET SERVICE	5,206.42
			232843901112125	023-01640	SPECTRUM FIBER PEG CHANNELS	1,080.00
					Total :	**6,286.42**
183106	12/9/2025	112352 CIRCLE, THE	218214	023-01651	RISO COPIER FOR PRINTSHOP	39,675.00
					Total :	**39,675.00**
183107	12/9/2025	111534 CLEAN ENERGY	CE12821137	037-10478	CNG O&M SERVICES - OCTOBER 2025	12,917.00
					Total :	**12,917.00**
183108	12/9/2025	110122 COMMANDSTAT ANALYTICS, INC	251		DATABASE MGMT & REPORTING PREP	2,016.00
					Total :	**2,016.00**
183109	12/9/2025	102388 COPYLAND, INC.	90762	037-10457	GTRANS - 24"X36" COLORPLAST SIGN	94.37
			92096	037-10457	GTRANS - 11X26 COLOR BUS CARDS	145.44
					Total :	**239.81**
183110	12/9/2025	103461 CPS HR CONSULTING	BSCC-INV14754		TESTING MATERIALS	547.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183110	12/9/2025	103461 CPS HR CONSULTING	(Continued)			
			BSCC-INV14769		TESTING MATERIALS	236.39
			TR-INV006843		TESTING MATERIALS	1,017.75
					Total :	**1,801.54**
183111	12/9/2025	103353 CRM COMPANY, LLC.	LA28806		SCRAP TIRE DISPOSAL FEE	69.50
			LA28807		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**139.00**
183112	12/9/2025	106193 CUMMINS SALES AND SERVICE	X4-251188376	037-10470	GTRANS AUTO PARTS	408.96
			X4-251188821	037-10470	GTRANS AUTO PARTS	2,028.78
					Total :	**2,437.74**
183113	12/9/2025	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	OCTOBER 2025		MONTHLY ANIMAL SERVICES - OCTOB	4,065.02
					Total :	**4,065.02**
183114	12/9/2025	303459 DEPARTMENT OF JUSTICE	001008		FINGERPRINT APPS - OCTOBER 2025	1,345.00
					Total :	**1,345.00**
183115	12/9/2025	312117 DEPARTMENT OF WATER & POWER	112125		LIGHT & POWER	128.06
					Total :	**128.06**
183116	12/9/2025	109416 E S SPORTS	12372		CUSTOM GRAPHICS FOR UNIT P03	968.56
			12378		CUSTOM GRAPHICS FOR UNIT V1	968.56
			12380		CUSTOM GRAPHICS FOR UNIT P22	968.56
			12383		CUSTOM GRAPHICS FOR UNIT K9-1	968.56
					Total :	**3,874.24**
183117	12/9/2025	110534 EL DORADO NATIONAL	90883779		GTRANS BUS VEHICLE SUPPLIES	546.32
			CM90883296		GTRANS BUS VEHICLE SUPPLIES	-209.42
					Total :	**336.90**
183118	12/9/2025	105418 EMPIRE CLEANING SUPPLY	S7403938	034-00713	CUSTODIAL SUPPLIES	1,594.96
					Total :	**1,594.96**
183119	12/9/2025	106129 FEDEX	9-067-58083		SHIPPING SERVICES	225.18
					Total :	**225.18**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183120	12/9/2025	111415 FILTERBUY, INC	BAFEC8C7-0044		GTRANS AUTO PARTS	202.35
			BAFEC8C7-0045		GTRANS AUTO PARTS	282.70
					Total :	**485.05**
183121	12/9/2025	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2506152510		DRUG TEST/ADMIN FEE	11.48
					Total :	**11.48**
183122	12/9/2025	106545 FLEETPRIDE, INC	130064626		BUS AUTO PARTS	190.04
					Total :	**190.04**
183123	12/9/2025	106465 FOX FIRST AID & SAFETY INC	76600		STREET MAINT SUPPLIES	48.62
					Total :	**48.62**
183124	12/9/2025	113665 G.H CUSTOM CONSTRUCTION INC	PERMIT #70025-0219		PERMIT CANCELLATION REFUND	115.20
					Total :	**115.20**
183125	12/9/2025	112566 GALLS, LLC	032810739		PD UNIFORM SUPPLIES	-475.98
			033138935		PD UNIFORM SUPPLIES	1,026.26
			033138936		PD UNIFORM SUPPLIES	1,011.26
			033184399		PD UNIFORM SUPPLIES	39.01
			033184400		PD UNIFORM SUPPLIES	41.38
			033184416		PD UNIFORM SUPPLIES	36.04
			033213103		PD UNIFORM SUPPLIES	1,026.26
			033213104		PD UNIFORM SUPPLIES	1,011.26
			033213105		PD UNIFORM SUPPLIES	1,011.26
			033223644		PD UNIFORM SUPPLIES	549.47
					Total :	**5,276.22**
183126	12/9/2025	107735 GARDENA NISSAN	NICS73398		2023 NISSAN FRONTIER #1664019 SER	370.25
					Total :	**370.25**
183127	12/9/2025	106470 GILLIG LLC	77889	037-10409	ZERO EMISSION BUS #2501	1,359,294.41
			77890	037-10409	ZERO EMISSION BUS #2502	1,359,294.41
			77891	037-10409	ZERO EMISSION BUS #2503	1,359,294.41
			77892	037-10409	ZERO EMISSION BUS #2504	1,359,294.41
			77893	037-10409	ZERO EMISSION BUS #2505	1,359,294.41
			77894	037-10409	ZERO EMISSION BUS #2506	1,359,294.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183127	12/9/2025	106470 106470 GILLIG LLC	(Continued)		**Total :**	**8,155,766.46**
183128	12/9/2025	106470 GILLIG LLC	41347451		GTRANS AUTO PARTS	372.37
			41367393	037-10471	GTRANS AUTO PARTS	1,759.12
			41374689	037-10471	GTRANS AUTO PARTS	521.26
					Total :	**2,652.75**
183129	12/9/2025	619004 GOLDEN STATE WATER CO.	112125		WATER	28,591.53
					Total :	**28,591.53**
183130	12/9/2025	112872 GOODYEAR TIRE & RUBBER CO.	9855962467	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	745.39
			9855962468	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	1,075.00
			9855962469	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	170.96
			9857416906	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	1,075.00
			9857787667	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	1,585.39
			9859791305	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	4,146.32
			9859791306	037-10415	GTRANS' BUS TIRE LEASE SERVICES -	1,075.00
					Total :	**9,873.06**
183131	12/9/2025	109055 GRAFFITI SHIELD, INC.	31102		BUS GRAFFITI SHIELD	2,334.24
					Total :	**2,334.24**
183132	12/9/2025	107513 GRAINGER	9694511206		GTRANS FACILITY SUPPLIES	25.10
			9697767201		GTRANS FACILITY SUPPLIES	246.95
			9698097343		GTRANS MAINT SUPPLIES	17.14
			9699264561		STREET MAINT SUPPLIES	139.58
			9701292352		GTRANS FACILITY SUPPLIES	168.47
			9702905952		GTRANS FACILITY SUPPLIES	15.82
			9703985474		GTRANS MAINT SUPPLIES	393.86
					Total :	**1,006.92**
183133	12/9/2025	111549 HF & H CONSULTANTS, LLC	9722511	024-01096	CONSULTING SERVICES - SOLID WAST	5,387.50
			9722599	024-01096	CONSULTING SERVICES - SOLID WAST	9,567.50
			9722670	024-01096	CONSULTING SERVICES - SOLID WAST	7,015.00
					Total :	**21,970.00**
183134	12/9/2025	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN056184	023-01629	CONTRACT SERVICES - SALES TAX	2,224.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183134	12/9/2025	110371 110371 HINDERLITER DE LLAMAS, & ASSOCIATE (Continued)			**Total :**	**2,224.30**
183135	12/9/2025	108434 HOME DEPOT CREDIT SERVICES	3350731		PARK MAINT SUPPLIES	199.95
			4320812		BLDG MAINT SUPPLIES	62.24
			5350686		BLDG MAINT SUPPLIES	959.54
			8803994		PARK MAINT SUPPLIES	71.75
			9330545		BLDG MAINT SUPPLIES	148.03
					Total :	**1,441.51**
183136	12/9/2025	110222 INTERAMERICAN MOTOR, LLC	102-291247		GTRANS AUTO PARTS	104.27
			110-125767		GTRANS AUTO PARTS	-19.89
					Total :	**84.38**
183137	12/9/2025	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	120172919	037-10472	GTRANS AUTO PARTS	870.32
			120173016	037-10472	GTRANS AUTO PARTS	2,415.78
			120173131	037-10472	GTRANS AUTO PARTS	1,450.54
			120173132		GTRANS AUTO PARTS	-80.00
					Total :	**4,656.64**
183138	12/9/2025	110733 J & S PROPERTY MANAGEMENT AND, MAINTE	9571		LANDSCAPE MAINTENANCE SERVICE	2,089.65
					Total :	**2,089.65**
183139	12/9/2025	113532 JBT MOBILE DETAIL LLC	2811	037-10481	40' BUS INTERIOR DETAILING	3,717.00
			2812	037-10481	40' BUS INTERIOR DETAILING	4,646.25
			2813	037-10481	40' BUS INTERIOR DETAILING	5,575.50
					Total :	**13,938.75**
183140	12/9/2025	113668 KIM, JUNG SIEK DARIEN	PERMIT #50025-0312		PERMIT DEPOSIT REFUND - 15619 GR/	5,000.00
					Total :	**5,000.00**
183141	12/9/2025	112812 KIMBALL MIDWEST	103887417		GTRANS SHOP SUPPLIES	532.57
					Total :	**532.57**
183142	12/9/2025	111813 KWIK FLASH PHOTO	12182025		PHOTOGRAPHY SERVICES - WINTER C	600.00
					Total :	**600.00**
183143	12/9/2025	109137 L. JOHNSON CONSTRUCTION	PERMIT #50024-0435		PERMIT DEPOSIT REFUND - 1566 W 13	5,000.00
			PERMIT #50025-0558		PERMIT DEPOSIT REFUND - 1566 W 13	5,000.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183143	12/9/2025	109137 109137 L. JOHNSON CONSTRUCTION	(Continued)		**Total :**	**10,000.00**
183144	12/9/2025	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	25111002525	024-01160	INDUSTRIAL WASTE SERVICES	12,210.44
			25111002831	024-01161	TRAFFIC SIGNAL MAINT - OCTOBER 20	3,709.22
					Total :	**15,919.66**
183145	12/9/2025	312113 L.A. COUNTY SHERIFF'S DEPT	260988BL		INMATE MEAL DELIVERY PROGRAM - (	939.03
					Total :	**939.03**
183146	12/9/2025	104203 L.A. PAINT & BODY WORKS	30313		BUS REPAIR FOR BUS #2312	4,982.68
					Total :	**4,982.68**
183147	12/9/2025	109939 LA UNIFORMS & TAILORING	29659		PD UNIFORM SUPPLIES	93.66
			29696		PD UNIFORM SUPPLIES	408.81
			29779		PD UNIFORM SUPPLIES	93.66
			29869		PD UNIFORM SUPPLIES	435.49
					Total :	**1,031.62**
183148	12/9/2025	112614 LAX AUTO REPAIR	20791		2024 DODGE DURANGO #1697549 OIL (	70.00
			20799		2022 FORD INTRCPTR #1630468 OIL CH	70.00
			20804		2024 DODGE DURANGO #1697553 OIL (	70.00
			20807		2024 DODGE DURANGO #1697550 OIL (	70.00
					Total :	**280.00**
183149	12/9/2025	112326 LWP CLAIMS SOLUTIONS INC.	26127	023-01623	WORKERS' COMP CLAIMS ADMINISTRA	22,583.00
					Total :	**22,583.00**
183150	12/9/2025	105082 MAJESTIC LIGHTING, INC.	ML91629		BLDG MAINT SUPPLIES	44.18
					Total :	**44.18**
183151	12/9/2025	110306 MARIPOSA LANDSCAPES, INC	115571	024-01175	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
			116122	024-01175	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					Total :	**17,728.00**
183152	12/9/2025	113064 MCMASTER-CARR SUPPLY COMPANY	55029213		GTRANS SHOP SUPPLIES	171.60
			55032185		GTRANS FACILITIES SUPPLIES	147.96
			55316906		SIGNS/SIGNALS SUPPLIES	971.85
			55644192		GTRANS SHOP SUPPLIES	126.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183152	12/9/2025	113064 113064 MCMASTER-CARR SUPPLY COMPANY (Continued)			**Total :**	**1,417.97**
183153	12/9/2025	112524 MDG ASSOCIATES, INC.	20226	032-00229	CDBG ADMINISTRATION - OCTOBER 2(	16,491.50
			20227	032-00229	CDBG HOUSING REHAB PROGRAM - C	10,361.25
			20228	032-00229	CDBG ADMINISTRATION SOFTWARE - (	500.00
			20229	032-00229	CDBG HOUSING REHAB PROGRAM SC	500.00
					Total :	**27,852.75**
183154	12/9/2025	113299 MERRIMAC ENERGY GROUP	2243327	024-01169	87 OCTANE REGULAR UNLEADED FUE	21,174.86
			2243328	024-01169	RENEWABLE ULS DIESEL 99 CARB	4,670.51
					Total :	**25,845.37**
183155	12/9/2025	112597 MOBILE ILLUMINATION, INC.	2025-1334	024-01194	HOLIDAY TREE & DECOR INSTALLATIO	5,040.00
					Total :	**5,040.00**
183156	12/9/2025	107505 MOUSER ELECTRONICS, INC.	87237894		GTRANS AUTO SUPPLIES	112.93
					Total :	**112.93**
183157	12/9/2025	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	262542		SERVICE AGREEMENT PLAN	135.00
					Total :	**135.00**
183158	12/9/2025	105622 N/S CORPORATION	0129530	037-10465	GTRANS BUS WASH EQUIPMENT MAIN	741.00
			0129777	037-10464	GTRANS BUS WASH EQUIPMENT MAIN	741.00
					Total :	**1,482.00**
183159	12/9/2025	112748 NEW DYNASTY CONSTRUCTION CO.	17	024-01027	AQUATIC & SENIOR CENTER PROJECT	549,946.99
					Total :	**549,946.99**
183160	12/9/2025	113667 NGUYEN, TOM	PERMIT #50024-1057		PERMIT DEPOSIT REFUND - 15216 CIM	5,000.00
					Total :	**5,000.00**
183161	12/9/2025	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	88680873	023-01626	RANDOM TESTS	56.00
			88763332	023-01626	RANDOM TESTS	294.00
			88765407	023-01626	RANDOM TESTS	130.00
			88846633	023-01626	RANDOM TESTS	520.00
			88846963	023-01626	RANDOM TESTS	316.00
			88848195	023-01626	RANDOM TESTS	290.00
			88925909	023-01626	RANDOM TESTS	145.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183161	12/9/2025	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	(Continued)			
			88927256	023-01626	RANDOM TESTS	420.00
					Total :	**2,171.00**
183162	12/9/2025	115168 OFFICE DEPOT	441793053		PD OFFICE SUPPLIES	365.27
			444678865		BUS OFFICE SUPPLIES	492.94
			444680940		BUS OFFICE SUPPLIES	184.91
			444680947		BUS OFFICE SUPPLIES	24.16
			445045592		PD OFFICE SUPPLIES	329.71
			445046425		PD OFFICE SUPPLIES	15.15
			445991604		PD OFFICE SUPPLIES	51.92
			445992397		PD OFFICE SUPPLIES	26.66
			448176373		CM OFFICE SUPPLIES	67.52
			448634795		PD OFFICE SUPPLIES	438.98
			449112829		PD OFFICE SUPPLIES	84.19
			449113500		PD OFFICE SUPPLIES	103.10
					Total :	**2,184.51**
183163	12/9/2025	113598 OLDHAM ARCHITECTS INC	25049-01	024-01182	PD GJJIP OFFICE REMODEL JN566	12,220.00
					Total :	**12,220.00**
183164	12/9/2025	113669 OPEN HEALTHCARE US	PERMIT #50024-0920		PERMIT DEPOSIT REFUND - 1487 W 17	7,500.00
					Total :	**7,500.00**
183165	12/9/2025	111358 O'REILLY AUTO PARTS	204406		GTRANS AUTO PARTS	-22.00
			204408		GTRANS AUTO PARTS	-22.00
			208095		GTRANS AUTO PARTS	221.22
			208096		GTRANS AUTO PARTS	27.77
					Total :	**204.99**
183166	12/9/2025	115810 ORKIN PEST CONTROL	285825494		PEST CONTROL - ACCT #27336703	277.00
			287339125		PEST CONTROL - ACCT #27336703	347.00
			287339126		PEST CONTROL - ACCT #27336703	347.00
			287339127		PEST CONTROL - ACCT #27336703	347.00
			287339128		PEST CONTROL - ACCT #27336703	347.00
			287339845		PEST CONTROL - ACCT #27336703	277.00
					Total :	**1,942.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183167	12/9/2025	112845 PALICON GROUP	2508	035-01397	BACKGROUND INVESTIGATION SERVI(	1,750.00
			2518	035-01397	BACKGROUND INVESTIGATION SERVI(	1,750.00
					Total :	**3,500.00**
183168	12/9/2025	113673 PERMITECH SOLUTIONS, CORPORATION	134		PROFESSIONAL SERVICES - C71 EFR	2,756.00
			135		PROFESSIONAL SERVICES - C74 EFR	2,756.00
					Total :	**5,512.00**
183169	12/9/2025	108600 PHOENIX GROUP INFORMATION, SYSTEMS	102025211	035-01399	PARKING CITATION MGMT SERVICES -	46,662.72
					Total :	**46,662.72**
183170	12/9/2025	108600 PHOENIX GROUP INFORMATION, SYSTEMS	1020251211	035-01399	ADMIN CITATION MGMT SERVICES - O(	31.07
					Total :	**31.07**
183171	12/9/2025	113672 POSITIVE INVESTMENTS INC.	RA-HASWELL 12/2025		RENTAL ASSISTANCE PROGRAM	842.00
					Total :	**842.00**
183172	12/9/2025	106092 PRUDENTIAL OVERALL SUPPLY	41043445		COG EMBLEM CHARGE	791.18
			43068865	024-01168	UNIFORM & SUPPLY RENTAL	173.99
				034-00712		
			43072456	034-00712	CUSTODIAL SUPPLIES	43.70
			43072457	024-01168	UNIFORM & SUPPLY RENTAL	176.84
				034-00712		
			43072459	034-00712	SUPPLY RENTAL - MATS - GTRANS	51.20
			43072460	034-00712	SUPPLY RENTAL - MATS - NCC	13.83
			43072461	034-00712	SUPPLY RENTAL - MATS - CH	19.42
			43072462	034-00712	SUPPLY RENTAL - MATS - PD	29.70
			43072463	034-00712	SUPPLY RENTAL - MATS - HS	11.88
			43074167	034-00712	CUSTODIAL SUPPLIES	3,011.05
			43074170	024-01168	UNIFORM & SUPPLY RENTAL	180.79
				034-00712		
			43074172	034-00712	UNIFORM & SUPPLY RENTAL	31.90
			43074173	034-00712	SUPPLY RENTAL - MATS - GTRANS	51.20
			43075725	034-00712	CUSTODIAL SUPPLIES	43.70
			43075728	024-01168	UNIFORM & SUPPLY RENTAL	180.32
				034-00712		
			43075730	034-00712	UNIFORM & SUPPLY RENTAL	31.90

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183172	12/9/2025	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			43075733	034-00712	SUPPLY RENTAL - MATS - GTRANS	51.20
			43075734	034-00712	SUPPLY RENTAL - MATS - NCC	13.83
			43075735	034-00712	SUPPLY RENTAL - MATS - CH	19.42
			43075737	034-00712	SUPPLY RENTAL - MATS - PD	29.70
			43075738	034-00712	SUPPLY RENTAL - MATS - HS	11.88
					Total :	**4,968.63**
183173	12/9/2025	104868 PYRO-COMM SYSTEMS, INC.	10050911	037-10487	SECURITY ALARM MONITORING - BLD(	195.00
			10050914	037-10487	FIRE ALARM MONITORING - BLDG B	225.00
			10052875	037-10487	FIRE ALARM TESTING - BLDG C	725.00
					Total :	**1,145.00**
183174	12/9/2025	104901 Q-20 ENTERTAINMENT	25-1218		DJ SERVICES - WINTER GALA	500.00
					Total :	**500.00**
183175	12/9/2025	102283 QUICK COLOR PRINTING	16703		REC PROGRAM SUPPLIES	773.50
					Total :	**773.50**
183176	12/9/2025	111574 RACE COMMUNICATIONS	RC1902197	023-01621	FIBER INTERNET SERVICES - DECEMB	5,828.36
					Total :	**5,828.36**
183177	12/9/2025	111777 REMIX TECHNOLOGIES LLC	INV031-1822	037-10483	TRANSIT PLANNING SOFTWARE	39,100.00
					Total :	**39,100.00**
183178	12/9/2025	111867 RJM DESIGN GROUP	37458	024-00795	DESIGN & ENGINEERING - AQUATIC &	5,088.15
					Total :	**5,088.15**
183179	12/9/2025	112849 RMS LIFE SAFETY	2131064	037-10406	GTRANS ALARM SYSTEM REMOTE INS	24,247.65
					Total :	**24,247.65**
183180	12/9/2025	113666 RUIZ, JASON	PERMIT #50025-0061		PERMIT DEPOSIT REFUND - 14518 VAN	7,500.00
					Total :	**7,500.00**
183181	12/9/2025	113327 RWC GROUP	XA301241332		GTRANS AUTO PARTS	737.26
					Total :	**737.26**
183182	12/9/2025	100872 RYDIN	PS-INV135575		2026 BUSINESS FORMS	1,425.45

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183182	12/9/2025	100872 100872 RYDIN	(Continued)		**Total :**	**1,425.45**
183183	12/9/2025	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	2344		PD PROGRAM SUPPLIES	50.00
			2368		STREET MAINT SUPPLIES	187.85
					Total :	**237.85**
183184	12/9/2025	104975 SAFEGUARD BUSINESS SYSTEMS	9009337388		LASER BLANK CHECK PAYROLL GREE	1,270.64
					Total :	**1,270.64**
183185	12/9/2025	119015 SAFETY-KLEEN CORPORATION	98152435	037-10474	SERVICE AQUEOUS PARTS WASHER	1,306.80
					Total :	**1,306.80**
183186	12/9/2025	112327 SAMI'S REFEREES LLC	10/18/25		SPORT REFEREE SERVICES	140.00
			11/01/25-11/15/25		SPORT REFEREE SERVICES	280.00
			11/01-11/15/2025		SPORT REFEREE SERVICES	560.00
			11/01-11/15/25		SPORT REFEREE SERVICES	560.00
					Total :	**1,540.00**
183187	12/9/2025	108654 SECTRAN SECURITY INC.	25102520		ARMORED TRANSPORTATION SERVIC	1,967.79
			25110908		ARMORED TRANSPORTATION SERVIC	732.83
			25110909		ARMORED TRANSPORTATION SERVIC	293.48
					Total :	**2,994.10**
183188	12/9/2025	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8103148		2005 CHEVY TAHOE #1096948 SERVICE	5,508.29
			8103265	035-01400	2023 FORD INTRCPTR #1661718 SERVI	2,270.56
			8103303	035-01400	2023 FORD INTRCPTR #1661718 SERVI	982.74
			8103325	035-01400	2023 FORD INTRCPTR #1661718 SERVI	297.52
			8103365		2016 FORD INTRCPTR #1156394 SERVI	604.50
					Total :	**9,663.61**
183189	12/9/2025	112917 SILENT 6 LLC	1834		TRIDENT ANNUAL SERVICE RENEWAL	1,494.00
					Total :	**1,494.00**
183190	12/9/2025	119447 SOUTH BAY FORD	560946		GTRANS AUTO PARTS	955.83
			561494		GTRANS AUTO PARTS	467.60
			561520		GTRANS AUTO PARTS	459.85
			561721		GTRANS AUTO PARTS	11.25
			563046		GTRANS AUTO PARTS	99.45

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183190	12/9/2025	119447 SOUTH BAY FORD	(Continued)			
			563820		GTRANS AUTO PARTS	25.87
			564244		GTRANS AUTO PARTS	74.04
			CM560946		GTRANS AUTO PARTS	-248.63
			CM561504		GTRANS AUTO PARTS	-65.06
			CM561520		GTRANS AUTO PARTS	-143.08
					Total :	**1,637.12**
183191	12/9/2025	619003 SOUTHERN CALIFORNIA EDISON	111825		LIGHT & POWER	25,726.26
					Total :	**25,726.26**
183192	12/9/2025	111778 SPCALA	202511	032-00227	ANIMAL SHELTER SERVICES	23,900.00
					Total :	**23,900.00**
183193	12/9/2025	113332 SQUARE SIGNS LLC	75634	024-01139	ELECTRONIC SIGNAGE ROWLEY PARK	398,881.11
					Total :	**398,881.11**
183194	12/9/2025	119548 ST. JOHN LUTHERAN CHURCH	DECEMBER 2025		SENIOR CITIZENS DAY CARE	1,100.00
					Total :	**1,100.00**
183195	12/9/2025	119594 STANLEY PEST CONTROL	1985424		PEST CONTROL SERVICE - 1717 W 162	75.00
			1985426		PEST CONTROL SERVICE - 1220 W 170	70.00
			1985427		PEST CONTROL SERVICE - 15800 BRIG	42.00
			1985428		PEST CONTROL SERVICE - 14708 HALL	42.00
			1985429		PEST CONTROL SERVICE - 1651 W 162	85.00
			1985431		PEST CONTROL SERVICE - 1700 W 162	80.00
			1985432		PEST CONTROL SERVICE - 1670 W 162	80.00
			1985434		PEST CONTROL SERVICE - 1718 W 162	65.00
			1985436		PEST CONTROL SERVICE - 2100 W 154	65.00
			1985437		PEST CONTROL SERVICE - 2320 W 149	42.00
			1985439		PEST CONTROL SERVICE - 14517 CRE	60.00
			1985441		PEST CONTROL SERVICE - 13220 VAN	65.00
					Total :	**771.00**
183196	12/9/2025	108338 STEAMX, LLC	73925		GTRANS MAINT SUPPLIES	75.24
					Total :	**75.24**
183197	12/9/2025	113663 STEELE, MICHAEL	PERMIT #50022-0745		PERMIT DEPOSIT REFUND - 1847 W 15	7,500.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183197	12/9/2025	113663 113663 STEELE, MICHAEL	(Continued)		**Total :**	**7,500.00**
183198	12/9/2025	119662 STUDIO EFFECTS	29106		PD PROGRAM SUPPLIES	538.11
			29173		PD PROGRAM SUPPLIES	119.34
					Total :	**657.45**
183199	12/9/2025	112318 SUB ZERO ICE CREAM-CALIFORNIA,, LLC	524		GTRANS CATERING SERVICES, 12/17/2	1,313.81
					Total :	**1,313.81**
183200	12/9/2025	113282 SUNSET VANS INC.	101262		GTRANS AUTO PARTS	290.72
					Total :	**290.72**
183201	12/9/2025	119550 SWRCB	SW-0322686	024-01196	ANNUAL PERMIT FEE	27,293.00
			WD-0305011		ANNUAL PERMIT FEE	3,945.00
					Total :	**31,238.00**
183202	12/9/2025	112505 T Y LIN INTERNATIONAL	30102511606	037-10323	PROJECT MGMT SVCS, MAINT & ASSE	458.37
					Total :	**458.37**
183203	12/9/2025	100609 TANK SPECIALISTS OF CALIFORNIA	35630		CERTIFIED DESIGNATED OPERATOR S	198.00
					Total :	**198.00**
183204	12/9/2025	110238 TIREHUB, LLC	54055177		TIRES - GY WRL WORKHRSE AT BW 12	615.82
			54634156		TIRES - GY WRL WORKHORSE HT OWL	116.72
					Total :	**732.54**
183205	12/9/2025	106018 TRANE U.S. INC.	20038017		BUS FACILITY MAINT SUPPLIES	-418.16
			20071201	037-10467	BUS FACILITY MAINT SUPPLIES	2,354.08
			315639581	037-10467	BUS FACILITY MAINT SUPPLIES	1,176.21
			315660104	037-10467	BUS FACILITY MAINT SUPPLIES	4,850.00
					Total :	**7,962.13**
183206	12/9/2025	105959 TRANSITTALENT.COM, LLC	1512511		LEGAL NOTICE (RFP 2025-02 UNARMEI	125.00
					Total :	**125.00**
183207	12/9/2025	105556 TRIANGLE SPORTS, INC.	43639		ADULT SPORTS SUPPLIES	918.49
			43640		YOUTH SPORTS SUPPLIES	127.02

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183207	12/9/2025	105556 105556 TRIANGLE SPORTS, INC.	(Continued)		**Total :**	**1,045.51**
183208	12/9/2025	111481 TRIO COMMUNITY MEALS, LLC	INV2230073356	034-00705	SENIOR FEEDING PROGRAM	9,333.45
					Total :	**9,333.45**
183209	12/9/2025	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CUFF 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	134.32
			RECREATION 10/22/25		CAL CARD STATEMENT 09/23-10/22/25	14,225.12
					Total :	**14,359.44**
183210	12/9/2025	104692 ULINE	200164120		PD PROGRAM SUPPLIES	514.74
			200618989		BUS SHOP SUPPLIES	72.95
			200669892		BUS SHOP SUPPLIES	179.39
			200710415		PD PROGRAM SUPPLIES	1,042.99
					Total :	**1,810.07**
183211	12/9/2025	107596 UNION PACIFIC RAILROAD COMPANY	90143170	024-01069	WESTERN AVE RR CROSSING REHAB,	112,703.22
			90146328	024-01070	NORMANDIE AVE RR CROSSING REHA	56,186.45
					Total :	**168,889.67**
183212	12/9/2025	107596 UNION PACIFIC RAILROAD COMPANY	90143172	024-01070	NORMANDIE AVE RR CROSSING REHA	24,787.20
			90146708	024-01070	NORMANDIE AVE RR CROSSING REHA	2,866.71
			90150568	024-01070	NORMANDIE AVE RR CROSSING REHA	1,783.27
			90151008	024-01070	NORMANDIE AVE RR CROSSING REHA	2,040.94
					Total :	**31,478.12**
183213	12/9/2025	121407 UPS	0000649922455		SHIPPING SERVICE CHARGES	25.60
					Total :	**25.60**
183214	12/9/2025	103841 VILLAGE AUTO SPA	OCTOBER 2025		CAR WASH	328.00
					Total :	**328.00**
183215	12/9/2025	122435 VISTA PAINT CORPORATION	2025-152696-00		GTRANS FACILITY PAINT	573.56
			2025-170917-00		STREET MAINT SUPPLIES	264.55
					Total :	**838.11**
183216	12/9/2025	108353 WALTERS WHOLESALE ELECTRIC CO	S129232450		BLDG MAINT SUPPLIES	838.30
					Total :	**838.30**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
183217	12/9/2025	101195 WASTE RESOURCES GARDENA	PERMIT #50021-1186		PERMIT DEPOSIT REFUND - 15725 NOI	15,000.00
					Total :	**15,000.00**
183218	12/9/2025	101903 WATER TECHNIQUES	18884		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	**45.00**
183219	12/9/2025	100107 WAYNE ELECTRIC CO.	219163		GTRANS AUTO PARTS	1,160.25
					Total :	**1,160.25**
183220	12/9/2025	123050 WILLIAMS SCOTSMAN, INC.	9025065065	035-01414	MODULAR BUILDING RENTAL CPX-804	2,284.43
					Total :	**2,284.43**
183221	12/9/2025	125001 YAMADA COMPANY, INC.	85266		TREE MAINT SUPPLIES	1,496.64
					Total :	**1,496.64**
157	**Vouchers for bank code :**	usb			**Bank total :**	**12,395,595.46**
157	**Vouchers in this report**				**Total vouchers :**	**12,395,595.46**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 18 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____

Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 18 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____

_____ 12/09/2025
Mayor Date

_____ _____
Councilmember Date

_____ _____
Councilmember Date

Acknowledged:

_____ _____
Councilmember Date

_____ _____
Councilmember Date

CITY OF GARDENA

INVESTMENT REPORT

October 2025

Prepared by Danny Rodriguez, Revenue and Purchasing Manager
Reviewed by Ray Beeman, Director of Administrative Services

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Gardena Cons | Account #10647 | As of October 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

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

PORTFOLIO SUMMARY

City of Gardena Cons | Account #10647 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	1.44
Average Coupon	3.89%
Average Purchase YTM	4.06%
Average Market YTM	3.93%
Average Credit Quality*	AA+
Average Final Maturity	1.65
Average Life	1.56

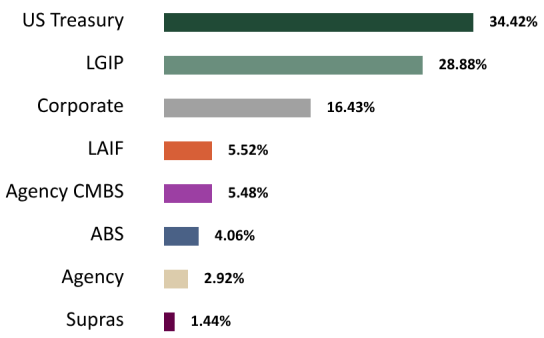
Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	106,442,299.03	106,795,345.16
Accrued Interest	581,725.98	565,233.76
Total Market Value	**107,024,025.00**	**107,360,578.91**
Income Earned	369,515.96	396,944.81
Cont/WD	0.00	0.00
Par	99,815,281.82	100,115,303.32
Book Value	106,131,858.18	106,477,440.52
Cost Value	105,964,207.65	106,303,779.97

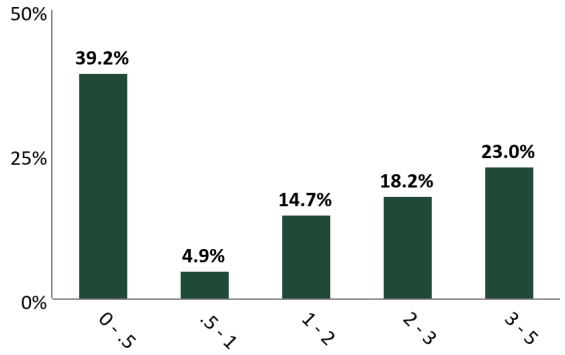
Top Issuers

United States	34.42%
California Asset Mgmt Program	22.02%
CalTrust	6.85%
LAIF	5.52%
FHLMC	5.48%
International Bank for Recon and Dev	1.44%
Farm Credit System	1.36%
Federal Home Loan Banks	1.23%

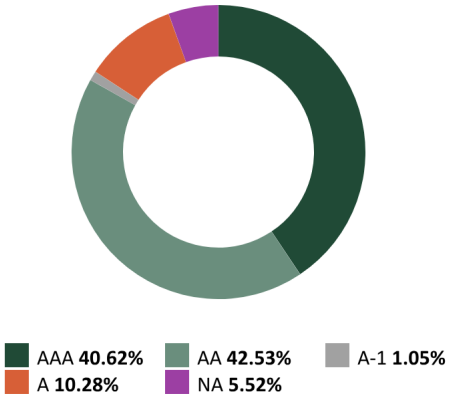
Sector Allocation



Maturity Distribution



Credit Quality*



*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

STATEMENT OF COMPLIANCE

City of Gardena Cons | Account #10647 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	5.5	Compliant	
Max % Issuer (MV)	25.0	5.5	Compliant	
Max Maturity (Years)	5.0	4.2	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	4.1	Compliant	
Max % Issuer (MV)	5.0	0.4	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 & A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.5	Compliant	
Max % Issuer (MV)	5.0	0.5	Compliant	
Max Maturity (Days)	270	143	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	16.4	Compliant	
Max % Issuer (MV)	5.0	0.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Gardena Cons | Account #10647 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	2.9	Compliant	
Max % Issuer (MV)	25.0	1.4	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	5.9	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	28.9	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				

STATEMENT OF COMPLIANCE

City of Gardena Cons | Account #10647 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.4	Compliant	
Max % Issuer (MV)	10.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	34.4	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Gardena Cons | Account #10647 | As of October 31, 2025

Maturities / Calls

Month to Date	**(1,425,000.00)**
Fiscal Year to Date	**(22,484,000.00)**

Principal Paydowns

Month to Date	**(150,725.53)**
Fiscal Year to Date	**(448,059.00)**

Purchases

Month to Date	**4,100,403.88**
Fiscal Year to Date	**81,945,465.49**

Sales

Month to Date	**(2,126,183.31)**
Fiscal Year to Date	**(58,050,043.02)**

Interest Received

Month to Date	**408,618.24**
Fiscal Year to Date	**1,240,776.98**

Purchased / Sold Interest

Month to Date	**(10,123.20)**
Fiscal Year to Date	**(277,413.51)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	106,131,858.18	105,471,529.46
Maturities/Calls	(1,425,000.00)	(22,484,000.00)
Principal Paydowns	(150,725.53)	(448,059.00)
Purchases	4,100,403.88	81,945,465.49
Sales	(2,126,183.31)	(58,050,043.02)
Change in Cash, Payables, Receivables	(67,856.88)	(43,901.17)
Amortization/Accretion	14,941.99	86,206.34
Realized Gain (Loss)	2.19	242.42
Ending Book Value	106,477,440.52	106,477,440.52

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	106,442,299.03	105,547,571.11
Maturities/Calls	(1,425,000.00)	(22,484,000.00)
Principal Paydowns	(150,725.53)	(448,059.00)
Purchases	4,100,403.88	81,945,465.49
Sales	(2,126,183.31)	(58,050,043.02)
Change in Cash, Payables, Receivables	(67,856.88)	(43,901.17)
Amortization/Accretion	14,941.99	86,206.34
Change in Net Unrealized Gain (Loss)	7,463.79	241,862.99
Realized Gain (Loss)	2.19	242.42
Ending Market Value	106,795,345.16	106,795,345.16

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	1,739.55	08/15/2022 3.87%	1,739.44 1,739.53	99.97 4.49%	1,739.02 2.34	0.00% (0.51)	NA/AAA AAA	0.72 0.04
89238FAD5	TAOT 2022-B A3 2.93 09/15/2026	103.36	04/07/2022 3.09%	103.36 103.36	99.94 4.82%	103.30 0.13	0.00% (0.06)	Aaa/AAA NA	0.87 0.03
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	5,589.99	08/08/2023 5.38%	5,589.32 5,589.78	100.04 4.52%	5,592.36 9.19	0.01% 2.58	NA/AAA AAA	1.05 0.05
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	23,434.15	07/12/2022 3.77%	23,431.92 23,433.63	99.89 4.36%	23,408.80 38.95	0.02% (24.83)	Aaa/NA AAA	1.30 0.18
448979AD6	HART 2023-A A3 4.58 04/15/2027	42,986.42	04/04/2023 5.14%	42,982.22 42,984.90	100.09 4.18%	43,025.06 87.50	0.04% 40.16	NA/AAA AAA	1.45 0.20
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	7,833.80	07/06/2022 3.93%	7,833.74 7,833.78	99.95 4.38%	7,829.60 11.88	0.01% (4.19)	Aaa/NA AAA	1.46 0.07
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	23,091.71	02/16/2023 5.09%	23,087.42 23,090.20	100.26 4.20%	23,152.33 32.33	0.02% 62.13	Aaa/NA AAA	1.47 0.29
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	62,219.51	10/12/2022 3.29%	62,214.68 62,218.00	100.30 4.12%	62,404.92 140.75	0.06% 186.93	Aaa/NA AAA	1.62 0.29
58770AAC7	MBART 2023-1 A3 4.51 11/15/2027	34,703.56	01/18/2023 4.56%	34,699.39 34,701.84	100.14 4.12%	34,753.81 69.56	0.03% 51.97	NA/AAA AAA	2.04 0.34
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	130,000.00	09/17/2024 4.24%	129,978.12 129,985.22	100.12 4.12%	130,157.95 244.40	0.12% 172.73	NA/AAA AAA	2.29 0.81
362583AD8	GMCAR 2023-2 A3 4.47 02/16/2028	56,440.32	04/04/2023 4.51%	56,438.77 56,439.59	100.13 4.17%	56,516.12 105.12	0.05% 76.53	Aaa/AAA NA	2.30 0.39
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	235,240.26	09/12/2023 5.55%	235,224.10 235,231.45	100.87 4.08%	237,279.79 572.94	0.22% 2,048.34	Aaa/NA AAA	2.54 0.59
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	125,000.00	06/07/2023 4.92%	124,988.91 124,997.38	100.43 4.09%	125,538.38 270.56	0.12% 541.00	NA/AAA AAA	0.54 0.52
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	155,000.00	05/20/2025 4.84%	154,997.43 154,997.80	100.79 4.01%	156,224.04 216.91	0.15% 1,226.24	NA/AAA AAA	2.56 1.27
379965AD8	GMALT 2025-3 A3 4.17 08/21/2028	155,000.00	08/05/2025 4.18%	154,976.44 154,978.15	100.26 4.04%	155,406.41 197.50	0.15% 428.26	NA/AAA AAA	2.81 1.55
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	340,000.00	09/07/2023 5.23%	339,905.75 339,945.88	101.01 4.00%	343,439.10 779.73	0.32% 3,493.22	NA/AAA AAA	2.88 0.83
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	340,000.00	09/12/2023 5.29%	339,984.80 339,995.57	101.07 4.00%	343,643.10 790.31	0.32% 3,647.53	NA/AAA AAA	0.87 0.83

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	180,000.00	10/08/2025 4.32%	179,999.50 179,999.51	99.94 4.04%	179,892.00 317.60	0.17% (107.51)	NA/AAA AAA	2.90 1.67
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	180,000.00	10/08/2025 4.32%	179,999.50 179,999.51	99.94 4.04%	179,892.00 317.60	0.17% (107.51)	NA/AAA AAA	2.90 1.67
44934QAD3	HART 2024-B A3 4.84 03/15/2029	90,000.00	07/16/2024 5.45%	89,986.42 89,990.15	100.93 4.08%	90,839.61 193.60	0.09% 849.46	NA/AAA AAA	3.37 1.15
58770XAD5	MBALT 2025-B A3 3.88 04/16/2029	360,000.00	10/16/2025 4.57%	359,940.92 359,941.38	99.63 4.11%	358,672.68 349.20	0.34% (1,268.70)	NA/AAA AAA	3.46 1.91
448976AD2	HART 2024-C A3 4.41 05/15/2029	140,000.00	10/08/2024 4.46%	139,989.75 139,992.09	100.61 4.01%	140,848.26 274.40	0.13% 856.17	NA/AAA AAA	3.54 1.36
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	105,000.00	10/10/2024 4.51%	104,994.14 104,995.45	100.48 4.05%	105,506.21 205.33	0.10% 510.76	Aaa/AAA NA	3.62 1.22
38014AAD3	GMCAR 2024-4 A3 4.4 08/16/2029	95,000.00	10/08/2024 4.32%	94,981.70 94,985.65	100.59 3.94%	95,563.07 174.17	0.09% 577.42	Aaa/AAA NA	3.79 1.18
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	220,000.00	02/04/2025 4.56%	219,978.33 219,981.70	100.78 4.03%	221,710.28 167.20	0.21% 1,728.58	Aaa/AAA NA	3.90 1.34
437921AD1	HAROT 252 A3 4.15 10/15/2029	105,000.00	04/29/2025 4.15%	104,988.27 104,989.55	100.34 4.00%	105,357.21 193.67	0.10% 367.66	Aaa/NA AAA	3.96 1.79
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	255,000.00	03/25/2025 4.51%	254,989.04 254,990.34	100.70 4.22%	256,796.48 351.40	0.24% 1,806.14	Aaa/NA AAA	4.38 1.31
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	170,000.00	09/23/2025 4.27%	169,981.66 169,982.06	99.89 4.00%	169,818.78 295.42	0.16% (163.28)	Aaa/NA AAA	4.45 2.00
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	220,000.00	10/15/2025 4.27%	219,974.70 219,974.83	99.78 3.97%	219,517.10 187.73	0.21% (457.73)	NA/AAA AAA	4.63 2.22
17305EHA6	CCCIT 2025-A1 A1 4.3 06/21/2030	265,000.00	06/18/2025 4.31%	264,928.11 264,933.16	101.01 3.89%	267,677.83 3,956.60	0.25% 2,744.66	Aaa/AAA NA	4.64 2.43
17305EHA6	CCCIT 2025-A1 A1 4.3 06/21/2030	190,000.00	10/09/2025 3.90%	191,900.00 191,857.56	101.01 3.89%	191,919.95 2,836.81	0.18% 62.39	Aaa/AAA NA	4.64 2.43
Total ABS		**4,313,382.62**	**4.61%**	**4,314,807.85 4,314,878.99**	**100.49 4.04%**	**4,334,225.51 13,390.85**	**4.06% 19,346.51**		**3.16 1.38**
AGENCY									
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,998.81	99.96 4.11%	349,859.30 845.83	0.33% (139.51)	Aa1/AA+ AA+	0.02 0.01
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	600,000.00	10/21/2024 4.00%	599,994.00 599,997.14	100.23 3.75%	601,362.00 1,466.67	0.56% 1,364.86	Aa1/AA+ AA+	0.94 0.91

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	330,000.00	05/23/2024 4.79%	327,333.60 328,619.14	101.23 3.67%	334,064.94 6,641.25	0.31% 5,445.80	Aa1/AA+ AA+	1.55 1.46
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	700,000.00	03/21/2023 3.99%	715,799.00 707,486.03	101.94 3.63%	713,609.40 4,462.50	0.67% 6,123.37	Aa1/AA+ AA+	2.36 2.21
3133ERGL9	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 06/07/2028	450,000.00	06/25/2024 4.44%	450,984.50 450,647.91	102.14 3.63%	459,612.90 8,100.00	0.43% 8,964.99	Aa1/AA+ AA+	2.60 2.39
3133EPN50	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028	650,000.00	12/28/2023 3.89%	660,575.50 656,649.79	101.82 3.63%	661,802.70 10,436.11	0.62% 5,152.91	Aa1/AA+ AA+	3.12 2.86
Total Agency		**3,080,000.00**	**3.73%**	**3,104,326.10** **3,093,398.82**	**101.32** **3.71%**	**3,120,311.24** **31,952.36**	**2.92%** **26,912.42**		**1.93** **1.79**
AGENCY CMBS									
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	354,002.30	02/15/2023 4.65%	336,150.08 352,960.21	99.53 4.21%	352,340.61 809.78	0.33% (619.60)	Aa1/AA+ AAA	0.24 0.20
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	320,000.00	02/06/2024 4.48%	310,725.00 316,261.92	99.30 3.91%	317,763.52 914.67	0.30% 1,501.60	Aa1/AA+ AAA	1.24 1.05
3137FTFK8	FHMS K-738 A2 1.545 01/25/2027	350,000.00	09/22/2025 3.84%	340,511.72 341,269.96	97.43 3.94%	341,002.55 450.63	0.32% (267.41)	Aa1/AA+ AAA	1.24 1.04
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	180,000.00	09/19/2025 3.85%	177,672.66 177,816.46	98.74 3.88%	177,728.94 467.55	0.17% (87.52)	Aa1/AA+ AAA	1.65 1.42
3137FEBQ2	FHMS K-072 A2 3.444 12/25/2027	500,000.00	08/22/2023 4.98%	470,429.69 485,584.71	99.02 3.86%	495,080.50 1,435.00	0.46% 9,495.79	Aa1/AA+ AAA	2.15 1.96
3137FEBQ2	FHMS K-072 A2 3.444 12/25/2027	350,000.00	08/14/2025 4.01%	345,146.48 345,577.13	99.02 3.86%	346,556.35 1,004.50	0.32% 979.22	Aa1/AA+ AAA	2.15 1.96
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	465,000.00	05/24/2023 4.34%	446,908.59 456,466.72	98.82 3.86%	459,493.94 1,298.13	0.43% 3,027.21	Aa1/AA+ AAA	2.24 2.01
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	325,000.00	01/23/2024 4.45%	317,814.45 320,678.90	100.03 3.84%	325,102.70 1,063.29	0.30% 4,423.80	Aaa/AA+ AA+	2.73 2.53
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	155,000.00	09/15/2023 4.86%	148,436.72 151,291.77	99.92 3.86%	154,876.31 503.75	0.15% 3,584.54	Aa1/AA+ AAA	2.82 2.59
3137H4BY5	FHMS K-746 A2 2.031 09/25/2028	315,000.00	10/03/2023 5.30%	270,973.83 289,571.94	94.99 3.88%	299,202.75 533.14	0.28% 9,630.81	Aa1/AA+ AAA	2.90 2.71
3137FJXV6	FHMS K-083 A2 4.05 09/25/2028	297,000.00	12/07/2023 4.60%	289,783.83 292,670.30	100.30 3.87%	297,883.58 1,002.38	0.28% 5,213.28	Aa1/AA+ AAA	2.90 2.67
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	220,000.00	09/20/2024 3.81%	220,575.78 220,414.71	99.98 3.86%	219,945.00 718.67	0.21% (469.71)	Aa1/AA+ AAA	2.90 2.63

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	460,000.00	07/25/2025 4.14%	456,334.38 456,639.58	99.98 3.86%	459,885.00 1,502.67	0.43% 3,245.42	Aa1/AA+ AAA	2.90 2.63
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	240,000.00	10/20/2023 5.40%	223,818.75 230,442.02	99.58 3.87%	238,990.56 756.00	0.22% 8,548.54	Aaa/AA+ AA+	2.99 2.72
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	350,000.00	07/23/2025 4.11%	348,865.23 348,959.06	100.34 3.87%	351,178.80 1,184.17	0.33% 2,219.74	Aaa/AA+ AA+	2.99 2.73
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	350,000.00	07/23/2025 4.11%	345,884.77 346,208.06	99.55 3.87%	348,435.50 1,099.88	0.33% 2,227.44	Aa1/AAA AA+	3.15 2.79
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	350,000.00	07/23/2025 4.13%	342,384.77 342,941.98	98.84 3.84%	345,931.60 1,022.29	0.32% 2,989.62	Aa1/AAA AA+	3.40 3.05
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	350,000.00	07/14/2025 4.28%	318,609.38 320,671.26	92.70 3.96%	324,438.45 603.46	0.30% 3,767.19	Aa1/AA+ AAA	4.24 3.94
Total Agency CMBS		**5,931,002.30**	**4.40%**	**5,711,026.11** **5,796,426.69**	**98.77** **3.89%**	**5,855,836.65** **16,369.93**	**5.48%** **59,409.97**		**2.47** **2.24**
CASH									
CCYUSD	Receivable	1,178.52	--	1,178.52 1,178.52	1.00 0.00%	1,178.52 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	20,659.23	--	20,659.23 20,659.23	1.00 0.00%	20,659.23 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	1,580.74	--	1,580.74 1,580.74	1.00 0.00%	1,580.74 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**23,418.49**		**23,418.49** **23,418.49**	**1.00** **0.00%**	**23,418.49** **0.00**	**0.02%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MCP6	MUFG Bank, Ltd., New York Branch 03/23/2026	500,000.00	09/24/2025 4.05%	490,075.00 492,170.28	98.43 4.11%	492,127.00 0.00	0.46% (43.28)	P-1/A-1 NA	0.39 0.38
Total Commercial Paper		**500,000.00**	**4.05%**	**490,075.00** **492,170.28**	**98.43** **4.11%**	**492,127.00** **0.00**	**0.46%** **(43.28)**		**0.39** **0.38**
CORPORATE									
037833BY5	APPLE INC 3.25 02/23/2026	400,000.00	05/09/2023 4.05%	391,672.00 399,068.31	99.76 4.03%	399,028.80 2,455.56	0.37% (39.51)	Aaa/AA+ NA	0.31 0.30

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	300,000.00	09/19/2023 5.61%	299,277.00 299,802.57	101.10 4.09%	303,296.70 3,361.65	0.28% 3,494.13	Aa2/A+ AA	0.80 0.68
931142ER0	WALMART INC 1.05 09/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,986.75	97.64 3.82%	39,056.48 51.33	0.04% (930.27)	Aa2/AA AA	0.88 0.85
63743HFK3	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.6 11/13/2026	390,000.00	11/14/2023 5.25%	393,666.00 391,194.38	101.51 4.08%	395,900.70 10,192.00	0.37% 4,706.32	A2/A- A	1.04 0.89
89115A2V3	TORONTO-DOMINION BANK 5.264 12/11/2026	160,000.00	12/04/2023 5.26%	160,000.00 160,000.00	101.28 4.06%	162,051.04 3,275.38	0.15% 2,051.04	A2/A- AA-	1.11 1.05
94988J6F9	WELLS FARGO BANK NA 5.254 12/11/2026	250,000.00	10/22/2025 3.76%	253,795.00 253,705.82	101.33 4.01%	253,331.50 5,108.06	0.24% (374.32)	Aa2/A+ AA-	1.11 0.97
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	150,000.00	01/10/2024 4.88%	149,962.50 149,984.81	101.08 3.95%	151,623.90 2,071.88	0.14% 1,639.09	A1/A AA-	1.22 1.15
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	170,000.00	02/21/2024 4.85%	169,779.00 169,902.81	101.11 3.92%	171,885.64 1,473.33	0.16% 1,982.83	A1/AA- NA	1.32 1.18
857477CL5	STATE STREET CORP 4.993 03/18/2027	365,000.00	03/13/2024 4.99%	365,000.00 365,000.00	101.41 3.92%	370,160.74 2,176.81	0.35% 5,160.74	Aa3/A AA-	1.38 1.24
89115A2W1	TORONTO-DOMINION BANK 4.98 04/05/2027	400,000.00	04/08/2024 5.21%	397,448.00 398,782.53	101.28 4.05%	405,101.60 1,438.67	0.38% 6,319.07	A2/A- AA-	1.43 1.36
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	450,000.00	10/05/2022 4.70%	436,909.50 445,665.14	100.12 3.92%	450,544.50 8,550.00	0.42% 4,879.36	A2/A+ A+	1.52 1.36
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	405,000.00	05/21/2024 4.93%	405,743.58 405,382.75	101.67 3.86%	411,781.73 9,393.75	0.39% 6,398.98	A2/A A+	1.53 1.43
06051GGA1	BANK OF AMERICA CORP 3.248 10/21/2027	250,000.00	08/26/2025 4.01%	246,100.00 246,427.90	98.68 3.95%	246,694.00 225.56	0.23% 266.10	A1/A- AA-	1.97 1.88
571748BY7	MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027	250,000.00	09/12/2025 3.92%	253,065.00 252,873.69	101.01 4.02%	252,531.75 5,466.32	0.24% (341.94)	A3/A- A-	2.02 1.79
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	280,000.00	01/06/2025 4.66%	279,916.00 279,938.75	101.58 3.88%	284,425.12 4,123.00	0.27% 4,486.37	A1/A A+	2.19 2.03
808513AU9	CHARLES SCHWAB CORP 3.2 01/25/2028	250,000.00	09/18/2025 3.94%	245,890.00 246,095.98	98.32 3.99%	245,805.25 2,133.33	0.23% (290.73)	A2/A- A	2.24 2.11
06406RAF4	BANK OF NEW YORK MELLON CORP 3.4 01/29/2028	250,000.00	09/18/2025 3.82%	247,665.00 247,781.48	99.00 3.87%	247,487.50 2,172.22	0.23% (293.98)	Aa3/A AA-	2.25 2.12
438516CJ3	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028	400,000.00	02/13/2023 4.44%	408,972.00 404,023.65	102.11 3.97%	408,455.20 4,180.00	0.38% 4,431.55	A2/A A	2.29 2.05

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
57636QAW4	MASTERCARD INC 4.875 03/09/2028	290,000.00	04/19/2023 4.17%	298,833.40 294,177.62	102.17 3.90%	296,297.35 2,042.08	0.28% 2,119.73	Aa3/A+ NA	2.36 2.12
64110LAS5	NETFLIX INC 4.875 04/15/2028	240,000.00	09/22/2025 3.88%	245,791.20 245,549.64	102.06 3.98%	244,942.32 520.00	0.23% (607.32)	A3/A NA	2.46 2.29
91159HHS2	US BANCORP 3.9 04/26/2028	250,000.00	09/12/2025 3.88%	250,102.50 250,097.27	99.87 3.96%	249,662.50 135.42	0.23% (434.77)	A3/A A	2.49 2.34
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	250,000.00	09/22/2025 4.10%	250,835.00 250,778.85	100.32 4.70%	250,802.50 150.10	0.23% 23.65	A1/A AA-	2.49 1.42
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	300,000.00	09/06/2023 5.10%	282,801.00 290,756.93	99.41 3.95%	298,217.70 5,550.00	0.28% 7,460.77	A1/A NA	2.50 2.36
58933YBH7	MERCK & CO INC 4.05 05/17/2028	90,000.00	05/08/2023 4.07%	89,927.10 89,962.97	100.51 3.84%	90,455.04 1,660.50	0.08% 492.07	Aa3/A+ NA	2.54 2.28
009158BN5	AIR PRODUCTS AND CHEMICALS INC 4.3 06/11/2028	240,000.00	07/17/2025 4.29%	240,043.20 240,038.75	100.84 3.96%	242,009.28 4,013.33	0.23% 1,970.53	A2/A NA	2.61 2.33
87612EBU9	TARGET CORP 4.35 06/15/2028	250,000.00	09/18/2025 3.88%	252,955.00 252,823.87	100.93 3.97%	252,323.50 4,259.38	0.24% (500.37)	A2/A A	2.62 2.34
29379VCJ0	ENTERPRISE PRODUCTS OPERATING LLC 4.3 06/20/2028	250,000.00	09/12/2025 3.94%	252,262.50 252,153.77	100.72 4.01%	251,802.00 3,911.81	0.24% (351.77)	A3/A- A-	2.64 2.36
61776NVE0	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028	250,000.00	08/05/2025 4.30%	250,737.50 250,645.71	100.50 4.40%	251,249.75 3,101.39	0.24% 604.04	Aa3/A+ AA-	2.68 1.58
61776NVE0	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028	250,000.00	08/05/2025 4.30%	250,737.50 250,645.71	100.50 4.40%	251,249.75 3,101.39	0.24% 604.04	Aa3/A+ AA-	2.68 1.58
14913UBB5	CATERPILLAR FINANCIAL SERVICES CORP 4.1 08/15/2028	250,000.00	08/12/2025 4.05%	250,322.50 250,299.55	100.45 3.92%	251,132.50 2,163.89	0.24% 832.95	A2/A A+	2.79 2.59
63743HFJ6	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.05 09/15/2028	240,000.00	07/14/2025 4.40%	244,425.60 243,997.57	102.54 4.10%	246,090.48 1,548.67	0.23% 2,092.91	A2/A- A	2.88 2.56
532457DB1	ELI LILLY AND CO 4.0 10/15/2028	250,000.00	09/12/2025 3.89%	250,767.50 250,734.59	100.36 3.86%	250,907.75 1,972.22	0.23% 173.16	Aa3/A+ NA	2.96 2.67
532457DB1	ELI LILLY AND CO 4.0 10/15/2028	250,000.00	09/12/2025 3.89%	250,767.50 250,734.59	100.36 3.86%	250,907.75 1,972.22	0.23% 173.16	Aa3/A+ NA	2.96 2.67
00287YBF5	ABBVIE INC 4.25 11/14/2028	250,000.00	09/18/2025 3.89%	252,420.00 252,321.83	100.77 3.98%	251,918.00 4,928.82	0.24% (403.83)	A3/A- NA	3.04 2.55
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	350,000.00	02/13/2025 4.77%	343,563.50 344,732.95	100.53 4.07%	351,869.00 4,379.86	0.33% 7,136.05	A2/A+ A	3.21 2.86

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	410,000.00	01/24/2024 4.64%	409,331.70 409,565.81	102.06 3.92%	418,441.49 4,767.39	0.39% 8,875.68	A1/A+ NA	3.25 2.96
009158BH8	AIR PRODUCTS AND CHEMICALS INC 4.6 02/08/2029	250,000.00	09/18/2025 3.95%	254,982.50 254,805.00	101.77 4.01%	254,427.25 2,651.39	0.24% (377.75)	A2/A NA	3.27 2.91
693475AW5	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029	250,000.00	07/16/2025 4.34%	242,315.00 242,912.60	98.11 4.04%	245,283.50 191.67	0.23% 2,370.90	A3/A- A	3.48 3.23
693475AW5	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029	250,000.00	07/16/2025 4.34%	242,315.00 242,912.60	98.11 4.04%	245,283.50 191.67	0.23% 2,370.90	A3/A- A	3.48 3.23
74456QBY1	PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029	250,000.00	07/14/2025 4.40%	239,555.00 240,368.22	97.16 4.07%	242,894.50 3,688.89	0.23% 2,526.28	A1/A NA	3.54 3.25
89236TMF9	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029	400,000.00	06/25/2024 4.88%	402,872.00 402,078.78	103.19 4.07%	412,769.60 9,258.33	0.39% 10,690.82	A1/A+ A+	3.54 3.15
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	330,000.00	09/19/2024 4.03%	345,331.80 341,590.77	103.90 3.98%	342,864.06 6,420.33	0.32% 1,273.29	Aa2/A+ AA-	3.62 3.09
437076DC3	HOME DEPOT INC 4.75 06/25/2029	295,000.00	-- 4.74%	295,110.25 295,085.81	102.39 4.04%	302,063.48 4,904.38	0.28% 6,977.67	A2/A A	3.65 3.20
713448FX1	PEPSICO INC 4.5 07/17/2029	295,000.00	07/15/2024 4.53%	294,542.75 294,660.94	102.04 3.90%	301,032.16 3,835.00	0.28% 6,371.22	A1/A+ NA	3.71 3.28
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	285,000.00	07/21/2025 4.35%	285,000.00 285,000.00	100.61 4.31%	286,731.09 3,306.76	0.27% 1,731.09	A2/A- A	3.72 2.51
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	290,000.00	07/21/2025 4.35%	290,000.00 290,000.00	100.61 4.31%	291,761.46 3,364.77	0.27% 1,761.46	A2/A- A	3.72 2.51
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	250,000.00	08/14/2025 4.14%	254,592.50 254,342.00	101.97 4.08%	254,936.00 2,454.17	0.24% 594.00	A2/A A	3.79 3.34
26444HAH4	DUKE ENERGY FLORIDA LLC 2.5 12/01/2029	450,000.00	12/16/2024 4.72%	406,363.50 414,054.13	94.26 4.04%	424,164.15 4,687.50	0.40% 10,110.02	A1/A NA	4.08 3.78
023135CQ7	AMAZON.COM INC 4.65 12/01/2029	250,000.00	09/18/2025 3.88%	257,150.00 256,941.28	102.54 3.97%	256,348.75 4,843.75	0.24% (592.53)	A1/AA AA-	4.08 3.49
17275RBX9	CISCO SYSTEMS INC 4.75 02/24/2030	250,000.00	08/21/2025 4.24%	255,120.00 254,895.05	102.49 4.11%	256,223.75 2,210.07	0.24% 1,328.70	A1/AA- NA	4.32 3.77
12572QAL9	CME GROUP INC 4.4 03/15/2030	250,000.00	07/16/2025 4.39%	250,047.50 250,044.46	101.20 4.10%	252,990.25 1,405.56	0.24% 2,945.79	Aa3/AA- AA-	4.37 3.85
743315AW3	PROGRESSIVE CORP 3.2 03/26/2030	250,000.00	09/12/2025 4.03%	241,522.50 241,763.54	96.27 4.14%	240,678.00 777.78	0.23% (1,085.54)	A2/A A	4.40 4.03
857477DB6	STATE STREET CORP 4.834 04/24/2030	240,000.00	07/14/2025 4.54%	242,992.80 242,802.37	102.71 4.16%	246,506.16 225.59	0.23% 3,703.80	Aa3/A AA-	4.48 3.93

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
931142FN8	WALMART INC 4.35 04/28/2030	310,000.00	04/23/2025 4.39%	309,463.70 309,518.62	101.47 3.99%	314,548.94 112.38	0.29% 5,030.32	Aa2/AA AA	4.49 3.98
09247XAQ4	BLACKROCK FINANCE INC 2.4 04/30/2030	275,000.00	09/18/2025 4.04%	256,214.75 256,694.42	93.19 4.07%	256,274.43 18.33	0.24% (420.00)	Aa3/AA- NA	4.50 4.19
69371RT71	PACCAR FINANCIAL CORP 4.55 05/08/2030	250,000.00	09/18/2025 4.03%	255,457.50 255,318.80	101.83 4.10%	254,580.75 5,466.32	0.24% (738.05)	A1/A+ NA	4.52 3.97
89236TNJ0	TOYOTA MOTOR CREDIT CORP 4.8 05/15/2030	240,000.00	07/15/2025 4.58%	242,239.20 242,102.11	102.54 4.18%	246,087.12 5,312.00	0.23% 3,985.01	A1/A+ A+	4.54 3.96
747525BU6	QUALCOMM INC 4.5 05/20/2030	250,000.00	09/18/2025 4.03%	254,890.00 254,764.39	101.46 4.14%	253,658.00 5,000.00	0.24% (1,106.39)	A2/A NA	4.55 3.94
24422EYE3	JOHN DEERE CAPITAL CORP 4.55 06/05/2030	250,000.00	08/25/2025 4.25%	253,152.50 253,031.39	101.54 4.18%	253,845.50 4,613.19	0.24% 814.11	A1/A A+	4.59 4.04
26444HAJ0	DUKE ENERGY FLORIDA LLC 1.75 06/15/2030	275,000.00	07/14/2025 4.56%	241,290.50 243,336.34	89.92 4.17%	247,269.28 1,818.06	0.23% 3,932.93	A1/A NA	4.62 4.32
74464AAC5	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030	215,000.00	07/17/2025 4.58%	213,052.10 213,166.24	100.62 4.22%	216,342.03 3,161.55	0.20% 3,175.79	A2/A NA	4.67 4.05
713448GH5	PEPSICO INC 4.3 07/23/2030	250,000.00	08/12/2025 4.28%	250,205.00 250,195.76	100.84 4.10%	252,109.25 2,926.39	0.24% 1,913.49	A1/A+ NA	4.73 4.12
437076DJ8	HOME DEPOT INC 3.95 09/15/2030	250,000.00	09/09/2025 4.02%	249,225.00 249,244.95	99.49 4.07%	248,712.75 1,261.81	0.23% (532.20)	A2/A A	4.87 4.36
58933YBQ7	MERCK & CO INC 4.15 09/15/2030	250,000.00	09/12/2025 4.03%	251,332.50 251,297.61	100.25 4.09%	250,614.75 1,498.61	0.23% (682.86)	Aa3/A+ NA	4.87 4.27
Total Corporate		**17,470,000.00**	**4.39%**	**17,387,745.03** **17,408,563.47**	**100.52** **4.04%**	**17,550,441.25** **203,633.52**	**16.43%** **141,877.78**		**2.98** **2.61**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	5,890,201.12	-- 4.13%	5,890,201.12 5,890,201.12	1.00 4.13%	5,890,201.12 0.00	5.52% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**5,890,201.12**	**4.13%**	**5,890,201.12** **5,890,201.12**	**1.00** **4.13%**	**5,890,201.12** **0.00**	**5.52%** **0.00**		**0.00** **0.00**
LOCAL GOV INVESTMENT POOL									
09CATR$05	CalTrust MTF	738,665.32	-- 3.96%	7,408,549.25 7,408,549.25	9.91 3.96%	7,320,173.34 0.00	6.85% (88,375.91)	NA/AAAm NA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
90CAMP$00	CAMP	13,519,616.47	-- 4.26%	13,519,616.47 13,519,616.47	1.00 4.26%	13,519,616.47 0.00	12.66% 0.00	NA/AAAm NA	0.00 0.00
90CAMP$06	CAMP	10,000,000.00	-- 4.17%	10,000,000.00 10,000,000.00	1.00 4.17%	10,000,000.00 0.00	9.36% 0.00	NA/AAAm NA	0.00 0.00
Total Local Gov Investment Pool		**24,258,281.79**	**4.16%**	**30,928,165.72** **30,928,165.72**	**3.11** **4.16%**	**30,839,789.81** **0.00**	**28.88%** **(88,375.91)**		**0.00** **0.00**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	257,754.20	-- 3.70%	257,754.20 257,754.20	1.00 3.66%	257,754.20 0.00	0.24% 0.00	Aaa/ AAAm AAA	0.00 0.00
31846V203	FIRST AMER:GVT OBLG Y	136,262.80	-- 3.70%	136,262.80 136,262.80	1.00 3.66%	136,262.80 0.00	0.13% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**394,017.00**	**3.70%**	**394,017.00** **394,017.00**	**1.00** **3.66%**	**394,017.00** **0.00**	**0.37%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058LK7	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.0 08/27/2026	170,000.00	08/20/2024 4.06%	169,802.80 169,919.23	100.09 3.88%	170,157.25 1,208.89	0.16% 238.02	Aaa/AAA NA	0.82 0.79
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	250,000.00	11/28/2023 4.53%	239,372.50 243,797.47	99.61 3.65%	249,026.00 2,649.31	0.23% 5,228.53	Aaa/AAA NA	2.70 2.52
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028	250,000.00	-- 4.97%	246,407.00 247,937.18	102.53 3.65%	256,315.00 2,890.63	0.24% 8,377.82	Aaa/AAA NA	2.75 2.54
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	300,000.00	10/08/2024 3.93%	299,217.00 299,380.38	100.60 3.71%	301,800.30 483.00	0.28% 2,419.92	Aaa/AAA NA	3.96 3.63
459058KQ5	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 02/14/2030	350,000.00	10/09/2025 3.75%	351,711.50 351,687.79	100.56 3.73%	351,974.35 2,900.87	0.33% 286.56	Aaa/AAA NA	4.29 3.88
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	205,000.00	03/14/2025 4.20%	204,268.15 204,358.73	101.58 3.73%	208,239.21 963.07	0.19% 3,880.48	Aaa/AAA NA	4.38 3.96

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total				**1,510,778.95**	**100.83**	**1,537,512.11**	**1.44%**		**3.34**
Supranational		**1,525,000.00**	**4.21%**	**1,517,080.77**	**3.72%**	**11,095.76**	**20,431.33**		**3.06**
US TREASURY									
912797QP5	UNITED STATES TREASURY 11/06/2025	625,000.00	09/25/2025 4.10%	622,136.12 624,650.75	99.97 3.86%	624,801.88 0.00	0.59% 151.13	P-1/A-1+ F1+	0.02 0.01
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	750,000.00	-- 0.88%	734,730.47 749,705.81	99.73 4.02%	747,984.00 1,183.40	0.70% (1,721.81)	Aa1/AA+ AA+	0.08 0.07
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	600,000.00	11/18/2024 4.38%	597,632.81 599,733.62	100.00 3.92%	600,011.40 9,114.75	0.56% 277.78	Aa1/AA+ AA+	0.12 0.11
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	750,000.00	02/25/2022 1.91%	760,078.13 751,013.22	99.37 3.80%	745,308.75 1,483.52	0.70% (5,704.47)	Aa1/AA+ AA+	0.41 0.40
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	400,000.00	02/24/2025 4.21%	397,968.75 399,190.44	99.96 3.83%	399,851.60 700.55	0.37% 661.16	Aa1/AA+ AA+	0.45 0.44
912828R36	UNITED STATES TREASURY 1.625 05/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 250,833.20	98.85 3.82%	247,130.00 1,876.70	0.23% (3,703.20)	Aa1/AA+ AA+	0.54 0.52
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	300,000.00	03/28/2025 4.06%	298,558.59 299,314.45	99.90 3.82%	299,698.20 5,023.78	0.28% 383.75	Aa1/AA+ AA+	0.54 0.51
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	475,000.00	08/26/2024 3.94%	476,502.93 475,516.99	100.24 3.73%	476,118.15 7,441.34	0.45% 601.16	Aa1/AA+ AA+	0.62 0.59
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	500,000.00	09/16/2025 3.74%	503,046.88 502,591.37	100.48 3.79%	502,414.50 6,664.40	0.47% (176.87)	Aa1/AA+ AA+	0.70 0.67
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	700,000.00	07/30/2025 4.10%	697,429.69 698,033.32	99.98 3.77%	699,852.30 4,495.86	0.66% 1,818.98	Aa1/AA+ AA+	0.83 0.80
912828YG9	UNITED STATES TREASURY 1.625 09/30/2026	300,000.00	12/28/2021 1.24%	305,296.88 301,016.05	98.12 3.76%	294,346.80 428.57	0.28% (6,669.25)	Aa1/AA+ AA+	0.91 0.89
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	475,000.00	08/26/2024 3.84%	482,514.65 478,356.99	100.82 3.73%	478,909.25 1,026.01	0.45% 552.26	Aa1/AA+ AA+	0.96 0.92
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	700,000.00	07/30/2025 4.07%	700,464.84 700,370.24	100.36 3.75%	702,548.70 79.77	0.66% 2,178.46	Aa1/AA+ AA+	1.00 0.96
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	625,000.00	03/29/2022 2.55%	609,912.11 621,618.39	98.25 3.74%	614,066.88 5,774.46	0.57% (7,551.51)	Aa1/AA+ AA+	1.04 1.00
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	300,000.00	12/27/2023 4.02%	302,906.25 301,097.56	100.70 3.73%	302,085.90 4,984.63	0.28% 988.34	Aa1/AA+ AA+	1.12 1.06
91282CME8	UNITED STATES TREASURY 4.25 12/31/2026	700,000.00	07/30/2025 4.01%	702,269.53 701,862.07	100.59 3.72%	704,128.60 10,024.46	0.66% 2,266.53	Aa1/AA+ AA+	1.17 1.11

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMP3	UNITED STATES TREASURY 4.125 02/28/2027	700,000.00	07/30/2025 3.97%	701,667.97 701,399.13	100.57 3.68%	703,992.10 4,945.44	0.66% 2,592.97	Aa1/AA+ AA+	1.33 1.27
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	750,000.00	-- 2.90%	736,449.21 746,032.74	98.41 3.67%	738,105.75 1,648.35	0.69% (7,926.99)	Aa1/AA+ AA+	1.41 1.36
91282CMY4	UNITED STATES TREASURY 3.75 04/30/2027	700,000.00	07/30/2025 3.93%	697,812.50 698,131.37	100.16 3.64%	701,094.10 72.51	0.66% 2,962.73	Aa1/AA+ AA+	1.50 1.44
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	350,000.00	06/09/2022 3.08%	338,666.02 346,473.87	98.12 3.65%	343,423.85 3,840.01	0.32% (3,050.02)	Aa1/AA+ AA+	1.54 1.47
91282CNE7	UNITED STATES TREASURY 3.875 05/31/2027	700,000.00	09/25/2025 3.70%	701,996.09 701,878.67	100.35 3.64%	702,461.20 11,413.25	0.66% 582.53	Aa1/AA+ AA+	1.58 1.49
91282CNL1	UNITED STATES TREASURY 3.75 06/30/2027	700,000.00	07/30/2025 3.91%	697,894.53 698,174.66	100.19 3.63%	701,312.50 8,845.11	0.66% 3,137.84	Aa1/AA+ AA+	1.66 1.57
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	1,000,000.00	11/18/2024 4.29%	1,002,070.31 1,001,328.16	101.22 3.62%	1,012,227.00 12,958.56	0.95% 10,898.84	Aa1/AA+ AA+	1.70 1.61
91282CNP2	UNITED STATES TREASURY 3.875 07/31/2027	700,000.00	09/25/2025 3.69%	702,296.88 702,174.02	100.42 3.62%	702,953.30 6,854.96	0.66% 779.28	Aa1/AA+ AA+	1.75 1.66
91282CLG4	UNITED STATES TREASURY 3.75 08/15/2027	700,000.00	09/12/2025 3.57%	702,242.19 702,091.43	100.21 3.62%	701,503.60 5,563.86	0.66% (587.83)	Aa1/AA+ AA+	1.79 1.70
91282CLG4	UNITED STATES TREASURY 3.75 08/15/2027	700,000.00	09/25/2025 3.68%	700,902.34 700,855.12	100.21 3.62%	701,503.60 5,563.86	0.66% 648.48	Aa1/AA+ AA+	1.79 1.70
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	700,000.00	09/25/2025 3.66%	696,226.56 696,415.49	99.58 3.61%	697,046.70 3,067.33	0.65% 631.21	Aa1/AA+ AA+	1.87 1.78
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 569,386.64	100.94 3.61%	575,365.98 2,067.03	0.54% 5,979.34	Aa1/AA+ AA+	1.91 1.81
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	700,000.00	09/16/2025 3.51%	705,003.91 704,706.84	100.50 3.61%	703,472.70 1,266.83	0.66% (1,234.14)	Aa1/AA+ AA+	1.96 1.86
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	700,000.00	07/30/2025 3.88%	699,890.63 699,903.25	100.50 3.61%	703,472.70 1,266.83	0.66% 3,569.45	Aa1/AA+ AA+	1.96 1.86
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	800,000.00	12/20/2022 3.84%	743,625.00 776,568.16	97.37 3.60%	778,968.80 8,315.22	0.73% 2,400.64	Aa1/AA+ AA+	2.04 1.94
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	700,000.00	09/25/2025 3.66%	679,875.00 680,803.85	97.37 3.60%	681,597.70 7,275.82	0.64% 793.85	Aa1/AA+ AA+	2.04 1.94
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	700,000.00	09/25/2025 3.64%	705,222.66 704,990.54	100.83 3.59%	705,824.00 10,633.88	0.66% 833.46	Aa1/AA+ AA+	2.12 1.98
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	500,000.00	05/25/2023 3.98%	497,890.63 499,008.09	100.58 3.59%	502,890.50 6,528.53	0.47% 3,882.41	Aa1/AA+ AA+	2.17 2.03

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	700,000.00	07/30/2025 3.87%	693,847.66 694,473.66	99.80 3.59%	698,578.30 6,191.58	0.65% 4,104.64	Aa1/AA+ AA+	2.25 2.12
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	700,000.00	09/25/2025 3.66%	685,507.81 686,106.11	98.15 3.60%	687,038.80 4,080.16	0.64% 932.69	Aa1/AA+ AA+	2.29 2.18
91282CMS7	UNITED STATES TREASURY 3.875 03/15/2028	700,000.00	09/25/2025 3.64%	703,773.44 703,622.67	100.66 3.58%	704,594.10 3,521.75	0.66% 971.43	Aa1/AA+ AA+	2.37 2.23
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	600,000.00	01/10/2025 4.46%	585,117.19 588,822.03	100.07 3.59%	600,445.20 1,912.09	0.56% 11,623.17	Aa1/AA+ AA+	2.42 2.28
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	700,000.00	09/25/2025 3.66%	701,531.25 701,472.10	100.34 3.60%	702,406.60 1,225.96	0.66% 934.50	Aa1/AA+ AA+	2.46 2.32
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	700,000.00	07/30/2025 3.86%	698,031.25 698,210.93	100.37 3.60%	702,570.40 12,126.36	0.66% 4,359.47	Aa1/AA+ AA+	2.54 2.36
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	700,000.00	07/30/2025 3.86%	700,300.78 700,274.88	100.70 3.60%	704,867.10 8,034.31	0.66% 4,592.22	Aa1/AA+ AA+	2.71 2.51
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	400,000.00	04/10/2025 3.89%	389,765.63 391,354.53	98.62 3.61%	394,484.40 5,774.46	0.37% 3,129.87	Aa1/AA+ AA+	3.04 2.82
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	700,000.00	07/30/2025 3.87%	683,949.22 685,190.05	98.62 3.61%	690,347.70 10,105.30	0.65% 5,157.65	Aa1/AA+ AA+	3.04 2.82
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	700,000.00	07/30/2025 3.88%	702,789.06 702,586.42	101.14 3.62%	707,956.90 7,076.09	0.66% 5,370.48	Aa1/AA+ AA+	3.25 2.99
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	700,000.00	07/30/2025 3.88%	705,742.19 705,343.37	101.57 3.63%	710,992.10 2,538.46	0.67% 5,648.73	Aa1/AA+ AA+	3.41 3.15
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	380,000.00	06/25/2025 3.82%	390,835.94 389,848.05	103.23 3.63%	392,261.08 48.55	0.37% 2,413.03	Aa1/AA+ AA+	3.50 3.21
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	700,000.00	07/30/2025 3.90%	683,675.78 684,737.43	98.65 3.65%	690,566.10 7,665.76	0.65% 5,828.67	Aa1/AA+ AA+	3.66 3.38
912828YB0	UNITED STATES TREASURY 1.625 08/15/2029	150,000.00	09/24/2024 3.49%	137,542.97 140,348.42	93.04 3.61%	139,552.80 516.64	0.13% (795.62)	Aa1/AA+ AA+	3.79 3.60
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	700,000.00	07/30/2025 3.90%	692,671.88 693,128.66	99.88 3.66%	699,152.30 4,345.99	0.65% 6,023.64	Aa1/AA+ AA+	3.83 3.52
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	700,000.00	07/30/2025 3.91%	702,488.28 702,339.27	101.24 3.66%	708,695.40 77.35	0.66% 6,356.13	Aa1/AA+ AA+	4.00 3.66
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	200,000.00	12/17/2024 4.25%	198,929.69 199,117.94	101.71 3.67%	203,421.80 3,471.31	0.19% 4,303.86	Aa1/AA+ AA+	4.08 3.66
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	700,000.00	07/30/2025 3.91%	698,878.91 698,943.51	100.77 3.67%	705,359.20 9,139.95	0.66% 6,415.69	Aa1/AA+ AA+	4.17 3.76

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	380,000.00	06/25/2025 3.86%	382,315.63 382,142.09	101.27 3.68%	384,838.92 2,603.31	0.36% 2,696.83	Aa1/AA+ AA+	4.33 3.92
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	700,000.00	07/30/2025 3.91%	702,460.94 702,324.14	101.27 3.68%	708,913.80 4,795.58	0.66% 6,589.66	Aa1/AA+ AA+	4.33 3.92
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	250,000.00	03/28/2025 4.02%	249,804.69 249,827.69	101.27 3.69%	253,164.00 879.12	0.24% 3,336.31	Aa1/AA+ AA+	4.41 4.00
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	400,000.00	05/22/2025 4.11%	395,906.25 396,274.07	100.77 3.69%	403,078.00 42.82	0.38% 6,803.93	Aa1/AA+ AA+	4.50 4.09
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	700,000.00	07/30/2025 3.93%	698,195.31 698,292.10	100.77 3.69%	705,386.50 74.93	0.66% 7,094.40	Aa1/AA+ AA+	4.50 4.09
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	700,000.00	07/30/2025 3.95%	693,847.66 694,171.83	100.23 3.70%	701,586.20 11,045.08	0.66% 7,414.37	Aa1/AA+ AA+	4.58 4.10
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	700,000.00	07/15/2025 4.05%	694,667.97 694,986.12	100.76 3.69%	705,331.90 9,139.95	0.66% 10,345.78	Aa1/AA+ AA+	4.66 4.18
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	200,000.00	08/28/2025 3.71%	201,492.19 201,439.05	100.75 3.70%	201,492.20 1,958.56	0.19% 53.15	Aa1/AA+ AA+	4.75 4.26
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	700,000.00	07/30/2025 3.95%	697,675.78 697,794.15	100.75 3.70%	705,222.70 6,854.96	0.66% 7,428.55	Aa1/AA+ AA+	4.75 4.26
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	350,000.00	10/23/2025 3.58%	350,724.61 350,721.39	99.63 3.71%	348,687.50 1,115.38	0.33% (2,033.89)	Aa1/AA+ AA+	4.91 4.44
				36,549,218.60	**100.09**	**36,757,464.98**	**34.42%**		**2.29**
Total US Treasury		**36,730,000.00**	**3.70%**	**36,619,119.17**	**3.67%**	**288,791.34**	**138,345.81**		**2.12**
				106,303,779.97	**66.29**	**106,795,345.16**	**100.00%**		**1.65**
Total Portfolio		**100,115,303.32**	**4.06%**	**106,477,440.52**	**3.93%**	**565,233.76**	**317,904.64**		**1.44**
Total Market Value + Accrued						**107,360,578.91**			

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2025	31846V203	2,834.68	FIRST AMER:GVT OBLG Y	1.000	3.73%	(2,834.68)	0.00	(2,834.68)	0.00
Purchase	10/02/2025	31846V203	901,236.46	FIRST AMER:GVT OBLG Y	1.000	3.73%	(901,236.46)	0.00	(901,236.46)	0.00
Purchase	10/06/2025	31846V203	9,960.00	FIRST AMER:GVT OBLG Y	1.000	3.73%	(9,960.00)	0.00	(9,960.00)	0.00
Purchase	10/09/2025	31846V203	12,000.00	FIRST AMER:GVT OBLG Y	1.000	3.71%	(12,000.00)	0.00	(12,000.00)	0.00
Purchase	10/10/2025	17305EHA6	190,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030	101.000	3.90%	(191,900.00)	(2,360.22)	(194,260.22)	0.00
Purchase	10/10/2025	459058KQ5	350,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 02/14/2030	100.489	3.75%	(351,711.50)	(2,110.27)	(353,821.77)	0.00
Purchase	10/15/2025	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	100.000	4.32%	(179,999.50)	0.00	(179,999.50)	0.00
Purchase	10/15/2025	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	100.000	4.32%	(179,999.50)	0.00	(179,999.50)	0.00
Purchase	10/15/2025	90LAIF$00	63,648.22	Local Agency Investment Fund State Pool	1.000	4.15%	(63,648.22)	0.00	(63,648.22)	0.00
Purchase	10/15/2025	31846V203	12,349.75	FIRST AMER:GVT OBLG Y	1.000	3.78%	(12,349.75)	0.00	(12,349.75)	0.00
Purchase	10/15/2025	31846V203	459,770.10	FIRST AMER:GVT OBLG Y	1.000	3.78%	(459,770.10)	0.00	(459,770.10)	0.00
Purchase	10/16/2025	31846V203	16,208.17	FIRST AMER:GVT OBLG Y	1.000	3.78%	(16,208.17)	0.00	(16,208.17)	0.00
Purchase	10/20/2025	31846V203	15,388.31	FIRST AMER:GVT OBLG Y	1.000	3.76%	(15,388.31)	0.00	(15,388.31)	0.00
Purchase	10/20/2025	31846V203	250,065.82	FIRST AMER:GVT OBLG Y	1.000	3.76%	(250,065.82)	0.00	(250,065.82)	0.00
Purchase	10/21/2025	31846V203	3,880.27	FIRST AMER:GVT OBLG Y	1.000	3.76%	(3,880.27)	0.00	(3,880.27)	0.00
Purchase	10/21/2025	31846V203	4,060.00	FIRST AMER:GVT OBLG Y	1.000	3.76%	(4,060.00)	0.00	(4,060.00)	0.00
Purchase	10/22/2025	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029	99.984	4.57%	(359,940.92)	0.00	(359,940.92)	0.00
Purchase	10/23/2025	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030	99.989	4.27%	(219,974.70)	0.00	(219,974.70)	0.00
Purchase	10/23/2025	94988J6F9	250,000.00	WELLS FARGO BANK NA 5.254 12/11/2026	101.518	3.76%	(253,795.00)	(4,816.17)	(258,611.17)	0.00
Purchase	10/24/2025	31846V203	5,800.80	FIRST AMER:GVT OBLG Y	1.000	3.76%	(5,800.80)	0.00	(5,800.80)	0.00
Purchase	10/24/2025	91282CPA3	350,000.00	UNITED STATES TREASURY 3.625 09/30/2030	100.207	3.58%	(350,724.61)	(836.54)	(351,561.15)	0.00

TRANSACTION LEDGER

City of Gardena Cons | Account #10647 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	10/27/2025	31846V203	3,569.12	FIRST AMER:GVT OBLG Y	1.000	3.78%	(3,569.12)	0.00	(3,569.12)	0.00
Purchase	10/27/2025	31846V203	78,946.80	FIRST AMER:GVT OBLG Y	1.000	3.78%	(78,946.80)	0.00	(78,946.80)	0.00
Purchase	10/27/2025	31846V203	11,886.71	FIRST AMER:GVT OBLG Y	1.000	3.78%	(11,886.71)	0.00	(11,886.71)	0.00
Purchase	10/27/2025	31846V203	5,727.19	FIRST AMER:GVT OBLG Y	1.000	3.78%	(5,727.19)	0.00	(5,727.19)	0.00
Purchase	10/28/2025	31846V203	6,742.50	FIRST AMER:GVT OBLG Y	1.000	3.80%	(6,742.50)	0.00	(6,742.50)	0.00
Purchase	10/30/2025	31846V203	3,300.00	FIRST AMER:GVT OBLG Y	1.000	3.80%	(3,300.00)	0.00	(3,300.00)	0.00
Purchase	10/31/2025	90CAMP$00	48,742.46	CAMP	1.000	4.26%	(48,742.46)	0.00	(48,742.46)	0.00
Purchase	10/31/2025	09CATR$05	2,480.15	CalTrust MTF	9.910	3.96%	(24,578.29)	0.00	(24,578.29)	0.00
Purchase	10/31/2025	31846V203	16,537.50	FIRST AMER:GVT OBLG Y	1.000	3.70%	(16,537.50)	0.00	(16,537.50)	0.00
Purchase	10/31/2025	31846V203	55,125.00	FIRST AMER:GVT OBLG Y	1.000	3.70%	(55,125.00)	0.00	(55,125.00)	0.00
Total Purchase			**4,070,260.01**				**(4,100,403.88)**	**(10,123.20)**	**(4,110,527.08)**	**0.00**
TOTAL ACQUISITIONS			**4,070,260.01**				**(4,100,403.88)**	**(10,123.20)**	**(4,110,527.08)**	**0.00**
DISPOSITIONS										
Maturity	10/02/2025	912797MS3	(875,000.00)	UNITED STATES TREASURY 10/02/2025	100.000	4.05%	875,000.00	0.00	875,000.00	0.00
Maturity	10/15/2025	91282CFP1	(550,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	100.000	4.59%	550,000.00	0.00	550,000.00	0.00
Total Maturity			**(1,425,000.00)**				**1,425,000.00**	**0.00**	**1,425,000.00**	**0.00**
Sale	10/10/2025	31846V203	(548,081.99)	FIRST AMER:GVT OBLG Y	1.000	3.72%	548,081.99	0.00	548,081.99	0.00
Sale	10/15/2025	31846V203	(147,111.19)	FIRST AMER:GVT OBLG Y	1.000	3.78%	147,111.19	0.00	147,111.19	0.00
Sale	10/20/2025	912797QP5	(250,000.00)	UNITED STATES TREASURY 11/06/2025	99.811	4.10%	249,527.19	0.00	249,527.19	2.17
Sale	10/22/2025	31846V203	(359,940.92)	FIRST AMER:GVT OBLG Y	1.000	3.75%	359,940.92	0.00	359,940.92	0.00
Sale	10/23/2025	31846V203	(254,298.67)	FIRST AMER:GVT OBLG Y	1.000	3.75%	254,298.67	0.00	254,298.67	0.00
Sale	10/23/2025	31846V203	(215,662.20)	FIRST AMER:GVT OBLG Y	1.000	3.75%	215,662.20	0.00	215,662.20	0.00
Sale	10/24/2025	31846V203	(351,561.15)	FIRST AMER:GVT OBLG Y	1.000	3.76%	351,561.15	0.00	351,561.15	0.00
Total Sale			**(2,126,656.12)**				**2,126,183.31**	**0.00**	**2,126,183.31**	**2.17**
TOTAL DISPOSITIONS			**(3,551,656.12)**				**3,551,183.31**	**0.00**	**3,551,183.31**	**2.17**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Coupon	10/01/2025	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		5.40%	756.00	0.00	756.00	0.00
Coupon	10/01/2025	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.30%	533.14	0.00	533.14	0.00
Coupon	10/01/2025	3137FEBQ2	0.00	FHMS K-072 A2 3.444 12/25/2027		4.98%	1,435.00	0.00	1,435.00	0.00
Coupon	10/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		4.86%	503.75	0.00	503.75	0.00
Coupon	10/01/2025	3137BNGT5	0.00	FHMS K-054 A2 2.745 01/25/2026		4.65%	975.58	0.00	975.58	0.00
Coupon	10/01/2025	3137FJXV6	0.00	FHMS K-083 A2 4.05 09/25/2028		4.60%	1,002.38	0.00	1,002.38	0.00
Coupon	10/01/2025	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.48%	914.67	0.00	914.67	0.00
Coupon	10/01/2025	3137FHPJ6	0.00	FHMS K-080 A2 3.926 07/25/2028		4.45%	1,063.29	0.00	1,063.29	0.00
Coupon	10/01/2025	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.34%	1,298.12	0.00	1,298.12	0.00
Coupon	10/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.28%	603.46	0.00	603.46	0.00
Coupon	10/01/2025	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		4.14%	1,502.67	0.00	1,502.67	0.00
Coupon	10/01/2025	3137FLN91	0.00	FHMS K-091 A2 3.505 03/25/2029		4.13%	1,022.29	0.00	1,022.29	0.00
Coupon	10/01/2025	3137FK4M5	0.00	FHMS K-085 A2 4.06 10/25/2028		4.11%	1,184.17	0.00	1,184.17	0.00
Coupon	10/01/2025	3137FKUP9	0.00	FHMS K-087 A2 3.771 12/25/2028		4.11%	1,099.88	0.00	1,099.88	0.00
Coupon	10/01/2025	3137FEBQ2	0.00	FHMS K-072 A2 3.444 12/25/2027		4.01%	1,004.50	0.00	1,004.50	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/01/2025	3137F2LJ3	0.00	FHMS K-066 A2 3.117 06/25/2027		3.85%	467.55	0.00	467.55	0.00
Coupon	10/01/2025	3137FTFK8	0.00	FHMS K-738 A2 1.545 01/25/2027		3.84%	450.63	0.00	450.63	0.00
Coupon	10/01/2025	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		3.81%	718.67	0.00	718.67	0.00
Coupon	10/05/2025	89115A2W1	0.00	TORONTO-DOMINION BANK 4.98 04/05/2027		5.21%	9,960.00	0.00	9,960.00	0.00
Coupon	10/09/2025	3130B3A29	0.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		4.00%	12,000.00	0.00	12,000.00	0.00
Coupon	10/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	1,154.37	0.00	1,154.37	0.00
Coupon	10/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	363.00	0.00	363.00	0.00
Coupon	10/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	1,481.83	0.00	1,481.83	0.00
Coupon	10/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	1,462.00	0.00	1,462.00	0.00
Coupon	10/15/2025	448979AD6	0.00	HART 2023-A A3 4.58 04/15/2027		5.14%	197.28	0.00	197.28	0.00
Coupon	10/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	507.29	0.00	507.29	0.00
Coupon	10/15/2025	91282CFP1	0.00	UNITED STATES TREASURY 4.25 10/15/2025		4.59%	11,687.50	0.00	11,687.50	0.00
Coupon	10/15/2025	58770AAC7	0.00	MBART 2023-1 A3 4.51 11/15/2027		4.56%	146.84	0.00	146.84	0.00
Coupon	10/15/2025	89239TAD4	0.00	TAOT 2024-D A3 4.4 06/15/2029		4.51%	385.00	0.00	385.00	0.00
Coupon	10/15/2025	448976AD2	0.00	HART 2024-C A3 4.41 05/15/2029		4.46%	514.50	0.00	514.50	0.00
Coupon	10/15/2025	34532BAG6	0.00	FORDO 2025-B A3 3.91 04/15/2030		4.27%	350.81	0.00	350.81	0.00
Coupon	10/15/2025	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	458.25	0.00	458.25	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/15/2025	91282CGV7	0.00	UNITED STATES TREASURY 3.75 04/15/2026		4.21%	7,500.00	0.00	7,500.00	0.00
Coupon	10/15/2025	437921AD1	0.00	HAROT 252 A3 4.15 10/15/2029		4.15%	363.12	0.00	363.12	0.00
Coupon	10/15/2025	91282CLQ2	0.00	UNITED STATES TREASURY 3.875 10/15/2027		3.88%	13,562.50	0.00	13,562.50	0.00
Coupon	10/15/2025	64110LAS5	0.00	NETFLIX INC 4.875 04/15/2028		3.88%	5,850.00	0.00	5,850.00	0.00
Coupon	10/15/2025	91282CJC6	0.00	UNITED STATES TREASURY 4.625 10/15/2026		3.84%	10,984.38	0.00	10,984.38	0.00
Coupon	10/15/2025	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.77%	88.79	0.00	88.79	0.00
Coupon	10/15/2025	91282CMW8	0.00	UNITED STATES TREASURY 3.75 04/15/2028		3.66%	13,125.00	0.00	13,125.00	0.00
Coupon	10/15/2025	91282CLQ2	0.00	UNITED STATES TREASURY 3.875 10/15/2027		3.51%	13,562.50	0.00	13,562.50	0.00
Coupon	10/15/2025	47800BAC2	0.00	JDOT 2022-C A3 5.09 06/15/2027		3.29%	297.99	0.00	297.99	0.00
Coupon	10/15/2025	89238FAD5	0.00	TAOT 2022-B A3 2.93 09/15/2026		3.09%	9.97	0.00	9.97	0.00
Coupon	10/15/2025	47787JAC2	0.00	JDOT 2022 A3 2.32 09/15/2026		2.34%	6.32	0.00	6.32	0.00
Coupon	10/16/2025	362583AD8	0.00	GMCAR 2023-2 A3 4.47 02/16/2028		4.51%	231.94	0.00	231.94	0.00
Coupon	10/16/2025	38014AAD3	0.00	GMCAR 2024-4 A3 4.4 08/16/2029		4.32%	348.33	0.00	348.33	0.00
Coupon	10/16/2025	459058LN1	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		3.93%	5,814.00	0.00	5,814.00	0.00
Coupon	10/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.93%	35.75	0.00	35.75	0.00
Coupon	10/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.87%	18.85	0.00	18.85	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	67.33	0.00	67.33	0.00
Coupon	10/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.84%	591.58	0.00	591.58	0.00
Coupon	10/20/2025	92348KDY6	0.00	VZMT 2025-3 A1A 4.51 03/20/2030		4.51%	958.37	0.00	958.37	0.00
Coupon	10/20/2025	379965AD8	0.00	GMALT 2025-3 A3 4.17 08/21/2028		4.18%	538.63	0.00	538.63	0.00
Coupon	10/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	112.81	0.00	112.81	0.00
Coupon	10/21/2025	06051GGA1	0.00	BANK OF AMERICA CORP 3.248 10/21/2027		4.01%	4,060.00	0.00	4,060.00	0.00
Coupon	10/23/2025	693475AW5	0.00	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029		4.34%	4,312.50	0.00	4,312.50	0.00
Coupon	10/23/2025	693475AW5	0.00	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029		4.34%	4,312.50	0.00	4,312.50	0.00
Coupon	10/24/2025	857477DB6	0.00	STATE STREET CORP 4.834 04/24/2030		4.54%	5,800.80	0.00	5,800.80	0.00
Coupon	10/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	836.00	0.00	836.00	0.00
Coupon	10/26/2025	46647PDA1	0.00	JPMORGAN CHASE & CO 4.323 04/26/2028		4.10%	5,403.75	0.00	5,403.75	0.00
Coupon	10/26/2025	91159HHS2	0.00	US BANCORP 3.9 04/26/2028		3.88%	4,875.00	0.00	4,875.00	0.00
Coupon	10/28/2025	931142FN8	0.00	WALMART INC 4.35 04/28/2030		4.39%	6,742.50	0.00	6,742.50	0.00
Coupon	10/30/2025	09247XAQ4	0.00	BLACKROCK FINANCE INC 2.4 04/30/2030		4.04%	3,300.00	0.00	3,300.00	0.00
Coupon	10/31/2025	91282CMZ1	0.00	UNITED STATES TREASURY 3.875 04/30/2030		4.11%	7,750.00	0.00	7,750.00	0.00
Coupon	10/31/2025	91282CLS8	0.00	UNITED STATES TREASURY 4.125 10/31/2026		4.07%	14,437.50	0.00	14,437.50	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/31/2025	91282CMZ1	0.00	UNITED STATES TREASURY 3.875 04/30/2030		3.93%	13,562.50	0.00	13,562.50	0.00
Coupon	10/31/2025	91282CMY4	0.00	UNITED STATES TREASURY 3.75 04/30/2027		3.93%	13,125.00	0.00	13,125.00	0.00
Coupon	10/31/2025	91282CFT3	0.00	UNITED STATES TREASURY 4.0 10/31/2029		3.91%	14,000.00	0.00	14,000.00	0.00
Coupon	10/31/2025	91282CKP5	0.00	UNITED STATES TREASURY 4.625 04/30/2029		3.82%	8,787.50	0.00	8,787.50	0.00
Total Coupon			**0.00**				**242,578.13**	**0.00**	**242,578.13**	**0.00**
Dividend	10/15/2025	90LAIF$00	0.00	Local Agency Investment Fund State Pool		4.15%	1,443.99	0.00	1,443.99	0.00
Dividend	10/31/2025	90CAMP$00	0.00	CAMP		4.26%	48,742.46	0.00	48,742.46	0.00
Dividend	10/31/2025	09CATR$05	0.00	CalTrust MTF		3.96%	24,578.29	0.00	24,578.29	0.00
Dividend	10/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.68%	2,759.26	0.00	2,759.26	0.00
Total Dividend			**0.00**				**77,524.00**	**0.00**	**77,524.00**	**0.00**
Principal Paydown	10/01/2025	3137BNGT5	72,479.32	FHMS K-054 A2 2.745 01/25/2026		4.65%	72,479.32	--	72,479.32	0.00
Principal Paydown	10/15/2025	47787CAC7	17,540.50	JDOT 2023-C A3 5.48 05/15/2028		5.55%	17,540.50	--	17,540.50	(0.00)
Principal Paydown	10/15/2025	448979AD6	8,702.17	HART 2023-A A3 4.58 04/15/2027		5.14%	8,702.17	--	8,702.17	(0.00)
Principal Paydown	10/15/2025	58770AAC7	4,366.07	MBART 2023-1 A3 4.51 11/15/2027		4.56%	4,366.07	--	4,366.07	(0.00)
Principal Paydown	10/15/2025	47800AAC4	5,055.80	JDOT 2022-B A3 3.74 02/16/2027		3.77%	5,055.80	--	5,055.80	0.00
Principal Paydown	10/15/2025	47800BAC2	8,032.98	JDOT 2022-C A3 5.09 06/15/2027		3.29%	8,032.98	--	8,032.98	0.00
Principal Paydown	10/15/2025	89238FAD5	3,980.24	TAOT 2022-B A3 2.93 09/15/2026		3.09%	3,980.24	--	3,980.24	(0.00)
Principal Paydown	10/15/2025	47787JAC2	3,270.66	JDOT 2022 A3 2.32 09/15/2026		2.34%	3,270.66	--	3,270.66	0.02
Principal Paydown	10/16/2025	362583AD8	5,825.15	GMCAR 2023-2 A3 4.47 02/16/2028		4.51%	5,825.15	--	5,825.15	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Principal Paydown	10/16/2025	36265WAD5	3,953.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.93%	3,953.00	--	3,953.00	0.00
Principal Paydown	10/18/2025	43815PAC3	4,323.50	HAROT 2022-2 A3 3.73 07/20/2026		3.87%	4,323.50	--	4,323.50	(0.00)
Principal Paydown	10/20/2025	379929AD4	9,428.68	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	9,428.68	--	9,428.68	0.00
Principal Paydown	10/21/2025	43815JAC7	3,767.46	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	3,767.46	--	3,767.46	0.00
Total Principal Paydown			**150,725.53**				**150,725.53**	**--**	**150,725.53**	**0.02**
TOTAL OTHER TRANSACTIONS			**150,725.53**				**470,827.66**	**0.00**	**470,827.66**	**0.02**

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	394,017.00	395,283.94 1,875,389.18 (1,876,656.12) 394,017.00	0.00 29,071.14 0.00 29,071.14	0.00 0.00 0.00 29,071.14	29,071.14
912797MS3	UNITED STATES TREASURY 10/02/2025	09/25/2025 09/26/2025 0.00	874,903.01 0.00 (875,000.00) 0.00	0.00 0.00 0.00 0.00	96.99 0.00 96.99 96.99	96.99
912797QP5	UNITED STATES TREASURY 11/06/2025	09/25/2025 09/26/2025 625,000.00	871,479.52 0.00 (249,525.02) 624,650.75	0.00 0.00 0.00 0.00	2,696.24 0.00 2,696.24 2,696.24	2,696.24
CCYUSD	Receivable	23,418.49	91,275.37 0.00 0.00 23,418.49	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,042,435.49**	**2,232,941.85** **1,875,389.18** **(3,001,181.14)** **1,042,086.24**	**0.00** **29,071.14** **0.00** **29,071.14**	**2,793.23** **0.00** **2,793.23** **31,864.37**	**31,864.37**
FIXED INCOME						
00287YBF5	ABBVIE INC 4.25 11/14/2028	09/18/2025 09/19/2025 250,000.00	252,392.60 0.00 0.00 252,321.83	4,043.40 0.00 4,928.82 885.42	0.00 (70.77) (70.77) 814.64	814.64
009158BH8	AIR PRODUCTS AND CHEMICALS INC 4.6 02/08/2029	09/18/2025 09/19/2025 250,000.00	254,932.96 0.00 0.00 254,805.00	1,693.06 0.00 2,651.39 958.33	0.00 (127.97) (127.97) 830.37	830.37
009158BN5	AIR PRODUCTS AND CHEMICALS INC 4.3 06/11/2028	07/17/2025 07/18/2025 240,000.00	240,040.05 0.00 0.00 240,038.75	3,153.33 0.00 4,013.33 860.00	0.00 (1.30) (1.30) 858.70	858.70

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
023135CQ7	AMAZON.COM INC 4.65 12/01/2029	09/18/2025 09/19/2025 250,000.00	257,091.75 0.00 0.00 256,941.28	3,875.00 0.00 4,843.75 968.75	0.00 (150.48) (150.48) 818.27	818.27
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	07/21/2025 07/25/2025 575,000.00	575,000.00 0.00 0.00 575,000.00	4,586.68 0.00 6,671.53 2,084.85	0.00 0.00 0.00 2,084.85	2,084.85
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 125,000.00	124,996.96 0.00 0.00 124,997.38	270.56 507.29 270.56 507.29	0.42 0.00 0.42 507.71	507.71
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 340,000.00	339,995.14 0.00 0.00 339,995.57	790.31 1,481.83 790.31 1,481.83	0.43 0.00 0.43 1,482.26	1,482.26
037833BY5	APPLE INC 3.25 02/23/2026	05/09/2023 05/11/2023 400,000.00	398,814.96 0.00 0.00 399,068.31	1,372.22 0.00 2,455.56 1,083.33	253.35 0.00 253.35 1,336.69	1,336.69
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	10/08/2025 10/15/2025 360,000.00	0.00 359,999.00 0.00 359,999.02	0.00 0.00 635.20 635.20	0.02 0.00 0.02 635.22	635.22
06051GGA1	BANK OF AMERICA CORP 3.248 10/21/2027	08/26/2025 08/27/2025 250,000.00	246,273.89 0.00 0.00 246,427.90	3,608.89 4,060.00 225.56 676.67	154.01 0.00 154.01 830.68	830.68
06406RAF4	BANK OF NEW YORK MELLON CORP 3.4 01/29/2028	09/18/2025 09/19/2025 250,000.00	247,697.51 0.00 0.00 247,781.48	1,463.89 0.00 2,172.22 708.33	83.97 0.00 83.97 792.31	792.31
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	09/19/2023 09/21/2023 300,000.00	299,781.47 0.00 0.00 299,802.57	1,980.15 0.00 3,361.65 1,381.50	21.10 0.00 21.10 1,402.60	1,402.60

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09247XAQ4	BLACKROCK FINANCE INC 2.4 04/30/2030	09/18/2025 09/19/2025 275,000.00	256,348.61 0.00 0.00 256,694.42	2,768.33 3,300.00 18.33 550.00	345.81 0.00 345.81 895.81	895.81
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 220,000.00	219,981.30 0.00 0.00 219,981.70	167.20 836.00 167.20 836.00	0.40 0.00 0.40 836.40	836.40
12572QAL9	CME GROUP INC 4.4 03/15/2030	07/16/2025 07/17/2025 250,000.00	250,045.34 0.00 0.00 250,044.46	488.89 0.00 1,405.56 916.67	0.00 (0.88) (0.88) 915.79	915.79
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	05/21/2024 05/23/2024 405,000.00	405,403.97 0.00 0.00 405,382.75	7,706.25 0.00 9,393.75 1,687.50	0.00 (21.23) (21.23) 1,666.27	1,666.27
14913UBB5	CATERPILLAR FINANCIAL SERVICES CORP 4.1 08/15/2028	08/12/2025 08/15/2025 250,000.00	250,308.67 0.00 0.00 250,299.55	1,309.72 0.00 2,163.89 854.17	0.00 (9.12) (9.12) 845.04	845.04
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 340,000.00	339,944.28 0.00 0.00 339,945.88	779.73 1,462.00 779.73 1,462.00	1.60 0.00 1.60 1,463.60	1,463.60
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	08/14/2025 08/15/2025 250,000.00	254,441.56 0.00 0.00 254,342.00	1,485.42 0.00 2,454.17 968.75	0.00 (99.56) (99.56) 869.19	869.19
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	02/21/2024 02/26/2024 170,000.00	169,896.56 0.00 0.00 169,902.81	793.33 0.00 1,473.33 680.00	6.25 0.00 6.25 686.25	686.25
17275RBX9	CISCO SYSTEMS INC 4.75 02/24/2030	08/21/2025 08/22/2025 250,000.00	254,993.27 0.00 0.00 254,895.05	1,220.49 0.00 2,210.07 989.58	0.00 (98.22) (98.22) 891.37	891.37

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17305EHA6	CCCIT 2025-A1 A1 4.3 06/21/2030	 455,000.00	264,931.94 191,900.00 0.00 456,790.73	3,007.01 (2,360.22) 6,793.40 1,426.17	1.22 (42.44) (41.21) 1,384.96	1,384.96
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	01/06/2025 01/09/2025 280,000.00	279,936.37 0.00 0.00 279,938.75	3,038.00 0.00 4,123.00 1,085.00	2.38 0.00 2.38 1,087.38	1,087.38
24422EYE3	JOHN DEERE CAPITAL CORP 4.55 06/05/2030	08/25/2025 08/26/2025 250,000.00	253,087.43 0.00 0.00 253,031.39	3,665.28 0.00 4,613.19 947.92	0.00 (56.04) (56.04) 891.88	891.88
26444HAH4	DUKE ENERGY FLORIDA LLC 2.5 12/01/2029	12/16/2024 12/17/2024 450,000.00	413,306.77 0.00 0.00 414,054.13	3,750.00 0.00 4,687.50 937.50	747.37 0.00 747.37 1,684.87	1,684.87
26444HAJ0	DUKE ENERGY FLORIDA LLC 1.75 06/15/2030	07/14/2025 07/15/2025 275,000.00	242,754.50 0.00 0.00 243,336.34	1,417.01 0.00 1,818.06 401.04	581.85 0.00 581.85 982.89	982.89
29379VCJ0	ENTERPRISE PRODUCTS OPERATING LLC 4.3 06/20/2028	09/12/2025 09/15/2025 250,000.00	252,225.49 0.00 0.00 252,153.77	3,015.97 0.00 3,911.81 895.83	0.00 (71.72) (71.72) 824.12	824.12
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/21/2023 03/22/2023 700,000.00	707,755.87 0.00 0.00 707,486.03	1,837.50 0.00 4,462.50 2,625.00	0.00 (269.85) (269.85) 2,355.15	2,355.15
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/21/2024 10/22/2024 600,000.00	599,996.88 0.00 0.00 599,997.14	11,466.67 12,000.00 1,466.67 2,000.00	0.26 0.00 0.26 2,000.26	2,000.26
3133EPN50	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028	12/28/2023 12/29/2023 650,000.00	656,830.62 0.00 0.00 656,649.79	8,134.03 0.00 10,436.11 2,302.08	0.00 (180.83) (180.83) 2,121.26	2,121.26

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3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	05/23/2024 05/24/2024 330,000.00	328,543.38 0.00 0.00 328,619.14	5,403.75 0.00 6,641.25 1,237.50	75.76 0.00 75.76 1,313.26	1,313.26
3133ERGL9	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 06/07/2028	06/25/2024 06/26/2024 450,000.00	450,669.08 0.00 0.00 450,647.91	6,412.50 0.00 8,100.00 1,687.50	0.00 (21.16) (21.16) 1,666.34	1,666.34
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,992.65 0.00 0.00 349,998.81	700.00 0.00 845.83 145.83	6.16 0.00 6.16 151.99	151.99
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	02/15/2023 02/21/2023 354,002.30	424,588.15 0.00 (72,479.32) 352,960.21	975.58 975.58 809.78 809.78	851.38 0.00 851.38 1,661.16	1,661.16
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	02/06/2024 02/09/2024 320,000.00	315,989.90 0.00 0.00 316,261.92	914.67 914.67 914.67 914.67	272.02 0.00 272.02 1,186.69	1,186.69
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	09/19/2025 09/24/2025 180,000.00	177,699.15 0.00 0.00 177,816.46	467.55 467.55 467.55 467.55	117.31 0.00 117.31 584.86	584.86
3137FEBQ2	FHMS K-072 A2 3.444 12/25/2027	850,000.00	830,393.44 0.00 0.00 831,161.84	2,439.50 2,439.50 2,439.50 2,439.50	768.40 0.00 768.40 3,207.90	3,207.90
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	05/24/2023 05/30/2023 465,000.00	456,132.30 0.00 0.00 456,466.72	1,298.13 1,298.12 1,298.13 1,298.12	334.43 0.00 334.43 1,632.55	1,632.55
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	01/23/2024 01/26/2024 325,000.00	320,541.23 0.00 0.00 320,678.90	1,063.29 1,063.29 1,063.29 1,063.29	137.67 0.00 137.67 1,200.96	1,200.96

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3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	09/15/2023 09/20/2023 155,000.00	151,177.27 0.00 0.00 151,291.77	503.75 503.75 503.75 503.75	114.50 0.00 114.50 618.25	618.25
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	680,000.00	676,966.05 0.00 0.00 677,054.28	2,221.33 2,221.34 2,221.33 2,221.34	100.65 (12.42) 88.23 2,309.57	2,309.57
3137FJXV6	FHMS K-083 A2 4.05 09/25/2028	12/07/2023 12/12/2023 297,000.00	292,540.62 0.00 0.00 292,670.30	1,002.38 1,002.38 1,002.38 1,002.38	129.68 0.00 129.68 1,132.06	1,132.06
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	10/20/2023 10/25/2023 240,000.00	230,163.81 0.00 0.00 230,442.02	756.00 756.00 756.00 756.00	278.21 0.00 278.21 1,034.21	1,034.21
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	07/23/2025 07/28/2025 350,000.00	348,928.76 0.00 0.00 348,959.06	1,184.17 1,184.17 1,184.17 1,184.17	30.30 0.00 30.30 1,214.47	1,214.47
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	07/23/2025 07/28/2025 350,000.00	346,103.67 0.00 0.00 346,208.06	1,099.88 1,099.88 1,099.88 1,099.88	104.40 0.00 104.40 1,204.28	1,204.28
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	07/23/2025 07/28/2025 350,000.00	342,762.05 0.00 0.00 342,941.98	1,022.29 1,022.29 1,022.29 1,022.29	179.93 0.00 179.93 1,202.22	1,202.22
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	07/14/2025 07/17/2025 350,000.00	320,073.89 0.00 0.00 320,671.26	603.46 603.46 603.46 603.46	597.37 0.00 597.37 1,200.83	1,200.83
3137FTFK8	FHMS K-738 A2 1.545 01/25/2027	09/22/2025 09/25/2025 350,000.00	340,634.68 0.00 0.00 341,269.96	450.63 450.63 450.63 450.63	635.28 0.00 635.28 1,085.91	1,085.91

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3137H4BY5	FHMS K-746 A2 2.031 09/25/2028	10/03/2023 10/06/2023 315,000.00	288,810.33 0.00 0.00 289,571.94	533.14 533.14 533.14 533.14	761.61 0.00 761.61 1,294.75	1,294.75
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	09/19/2024 09/20/2024 330,000.00	341,875.71 0.00 0.00 341,590.77	5,004.08 0.00 6,420.33 1,416.25	0.00 (284.94) (284.94) 1,131.31	1,131.31
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	09/23/2025 09/26/2025 170,000.00	169,981.72 0.00 0.00 169,982.06	99.88 350.81 295.42 546.36	0.34 0.00 0.34 546.70	546.70
362583AD8	GMCAR 2023-2 A3 4.47 02/16/2028	04/04/2023 04/12/2023 56,440.32	62,264.63 0.00 (5,825.15) 56,439.59	115.97 231.94 105.12 221.09	0.11 0.00 0.11 221.20	221.20
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 7,833.80	11,786.77 0.00 (3,953.00) 7,833.78	17.88 35.75 11.88 29.75	0.01 0.00 0.01 29.76	29.76
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/20/2025 05/29/2025 155,000.00	154,997.73 0.00 0.00 154,997.80	216.91 591.58 216.91 591.58	0.07 0.00 0.07 591.65	591.65
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/16/2023 5,589.99	15,018.04 0.00 (9,428.68) 5,589.78	24.69 67.33 9.19 51.83	0.41 0.00 0.41 52.24	52.24
379965AD8	GMALT 2025-3 A3 4.17 08/21/2028	08/05/2025 08/13/2025 155,000.00	154,977.49 0.00 0.00 154,978.15	197.50 538.63 197.50 538.63	0.66 0.00 0.66 539.29	539.29
38014AAD3	GMCAR 2024-4 A3 4.4 08/16/2029	10/08/2024 10/16/2024 95,000.00	94,985.33 0.00 0.00 94,985.65	174.17 348.33 174.17 348.33	0.32 0.00 0.32 348.65	348.65

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437076DC3	HOME DEPOT INC 4.75 06/25/2029	 295,000.00	295,088.23 0.00 0.00 295,085.81	3,736.67 0.00 4,904.38 1,167.71	15.88 (18.30) (2.42) 1,165.29	1,165.29
437076DJ8	HOME DEPOT INC 3.95 09/15/2030	09/09/2025 09/15/2025 250,000.00	249,231.79 0.00 0.00 249,244.95	438.89 0.00 1,261.81 822.92	13.16 0.00 13.16 836.07	836.07
437921AD1	HAROT 252 A3 4.15 10/15/2029	04/29/2025 05/08/2025 105,000.00	104,989.33 0.00 0.00 104,989.55	193.67 363.12 193.67 363.12	0.22 0.00 0.22 363.34	363.34
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 23,091.71	26,857.31 0.00 (3,767.46) 23,090.20	37.60 112.81 32.33 107.54	0.35 0.00 0.35 107.88	107.88
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 1,739.55	6,062.99 0.00 (4,323.50) 1,739.53	8.17 18.85 2.34 13.03	0.05 0.00 0.05 13.07	13.07
438516CJ3	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028	02/13/2023 02/15/2023 400,000.00	404,178.60 0.00 0.00 404,023.65	2,530.00 0.00 4,180.00 1,650.00	0.00 (154.95) (154.95) 1,495.05	1,495.05
448976AD2	HART 2024-C A3 4.41 05/15/2029	10/08/2024 10/16/2024 140,000.00	139,991.90 0.00 0.00 139,992.09	274.40 514.50 274.40 514.50	0.19 0.00 0.19 514.69	514.69
448979AD6	HART 2023-A A3 4.58 04/15/2027	04/04/2023 04/12/2023 42,986.42	51,686.65 0.00 (8,702.17) 42,984.90	105.22 197.28 87.50 179.57	0.41 0.00 0.41 179.98	179.98
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 90,000.00	89,989.90 0.00 0.00 89,990.15	193.60 363.00 193.60 363.00	0.25 0.00 0.25 363.25	363.25

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459058KQ5	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 02/14/2030	10/09/2025 10/10/2025 350,000.00	0.00 351,711.50 0.00 351,687.79	0.00 (2,110.27) 2,900.87 790.60	0.00 (23.71) (23.71) 766.89	766.89
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	11/28/2023 11/30/2023 250,000.00	243,602.07 0.00 0.00 243,797.47	1,920.14 0.00 2,649.31 729.17	195.40 0.00 195.40 924.57	924.57
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028	250,000.00	247,873.48 0.00 0.00 247,937.18	1,927.08 0.00 2,890.63 963.54	63.69 0.00 63.69 1,027.23	1,027.23
459058LK7	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.0 08/27/2026	08/20/2024 08/27/2024 170,000.00	169,910.85 0.00 0.00 169,919.23	642.22 0.00 1,208.89 566.67	8.37 0.00 8.37 575.04	575.04
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	10/08/2024 10/16/2024 300,000.00	299,367.08 0.00 0.00 299,380.38	5,328.00 5,814.00 483.00 969.00	13.29 0.00 13.29 982.29	982.29
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 205,000.00	204,346.30 0.00 0.00 204,358.73	258.39 0.00 963.07 704.69	12.42 0.00 12.42 717.11	717.11
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/22/2025 09/23/2025 250,000.00	250,823.48 0.00 0.00 250,778.85	4,653.23 5,403.75 150.10 900.63	0.00 (44.63) (44.63) 856.00	856.00
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 235,240.26	252,770.98 0.00 (17,540.50) 235,231.45	615.66 1,154.37 572.94 1,111.65	0.97 0.00 0.97 1,112.62	1,112.62
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	03/10/2022 03/16/2022 0.00	3,270.50 0.00 (3,270.64) 0.00	3.37 6.32 0.00 2.95	0.14 0.00 0.14 3.09	3.09

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47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	07/12/2022 07/20/2022 23,434.15	28,489.27 0.00 (5,055.80) 23,433.63	47.36 88.79 38.95 80.39	0.15 0.00 0.15 80.54	80.54
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	10/12/2022 10/19/2022 62,219.51	70,250.69 0.00 (8,032.98) 62,218.00	158.93 297.99 140.75 279.82	0.28 0.00 0.28 280.10	280.10
532457DB1	ELI LILLY AND CO 4.0 10/15/2028	09/12/2025 09/15/2025 500,000.00	501,512.59 0.00 0.00 501,469.17	2,277.78 0.00 3,944.44 1,666.67	0.00 (43.42) (43.42) 1,623.25	1,623.25
571748BY7	MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027	09/12/2025 09/15/2025 250,000.00	252,999.87 0.00 0.00 252,873.69	4,518.40 0.00 5,466.32 947.92	0.00 (126.18) (126.18) 821.73	821.73
57636QAW4	MASTERCARD INC 4.875 03/09/2028	04/19/2023 04/21/2023 290,000.00	294,333.65 0.00 0.00 294,177.62	863.96 0.00 2,042.08 1,178.13	0.00 (156.03) (156.03) 1,022.09	1,022.09
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	09/17/2024 09/25/2024 130,000.00	129,984.68 0.00 0.00 129,985.22	244.40 458.25 244.40 458.25	0.55 0.00 0.55 458.80	458.80
58770AAC7	MBART 2023-1 A3 4.51 11/15/2027	01/18/2023 01/25/2023 34,703.56	39,067.62 0.00 (4,366.07) 34,701.84	78.31 146.84 69.56 138.09	0.30 0.00 0.30 138.38	138.38
58770XAD5	MBALT 2025-B A3 3.88 04/16/2029	10/16/2025 10/22/2025 360,000.00	0.00 359,940.92 0.00 359,941.38	0.00 0.00 349.20 349.20	0.46 0.00 0.46 349.66	349.66
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/08/2023 05/17/2023 90,000.00	89,961.73 0.00 0.00 89,962.97	1,356.75 0.00 1,660.50 303.75	1.24 0.00 1.24 304.99	304.99

INCOME EARNED

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58933YBQ7	MERCK & CO INC 4.15 09/15/2030	09/12/2025 09/15/2025 250,000.00	251,320.62 0.00 0.00 251,297.61	634.03 0.00 1,498.61 864.58	0.00 (23.01) (23.01) 841.57	841.57
61776NVE0	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028	08/05/2025 08/06/2025 500,000.00	501,356.83 0.00 0.00 501,291.42	4,341.94 0.00 6,202.78 1,860.83	0.00 (65.41) (65.41) 1,795.42	1,795.42
62479MCP6	MUFG Bank, Ltd., New York Branch 03/23/2026	09/24/2025 09/24/2025 500,000.00	490,460.97 0.00 0.00 492,170.28	0.00 0.00 0.00 0.00	1,709.31 0.00 1,709.31 1,709.31	1,709.31
63743HFJ6	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.05 09/15/2028	07/14/2025 07/15/2025 240,000.00	244,119.30 0.00 0.00 243,997.57	538.67 0.00 1,548.67 1,010.00	0.00 (121.73) (121.73) 888.27	888.27
63743HFK3	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.6 11/13/2026	11/14/2023 11/16/2023 390,000.00	391,301.40 0.00 0.00 391,194.38	8,372.00 0.00 10,192.00 1,820.00	0.00 (107.01) (107.01) 1,712.99	1,712.99
64110LAS5	NETFLIX INC 4.875 04/15/2028	09/22/2025 09/23/2025 240,000.00	245,741.65 0.00 0.00 245,549.64	5,395.00 5,850.00 520.00 975.00	0.00 (192.01) (192.01) 782.99	782.99
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	10/05/2022 10/07/2022 450,000.00	445,423.01 0.00 0.00 445,665.14	7,050.00 0.00 8,550.00 1,500.00	242.13 0.00 242.13 1,742.13	1,742.13
693475AW5	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029	07/16/2025 07/17/2025 500,000.00	485,478.92 0.00 0.00 485,825.20	7,570.83 8,625.00 383.33 1,437.50	346.27 0.00 346.27 1,783.77	1,783.77
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	01/24/2024 01/31/2024 410,000.00	409,554.47 0.00 0.00 409,565.81	3,195.72 0.00 4,767.39 1,571.67	11.34 0.00 11.34 1,583.01	1,583.01

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69371RT71	PACCAR FINANCIAL CORP 4.55 05/08/2030	09/18/2025 09/19/2025 250,000.00	255,418.79 0.00 0.00 255,318.80	4,518.40 0.00 5,466.32 947.92	0.00 (99.99) (99.99) 847.93	847.93
713448FX1	PEPSICO INC 4.5 07/17/2029	07/15/2024 07/17/2024 295,000.00	294,653.18 0.00 0.00 294,660.94	2,728.75 0.00 3,835.00 1,106.25	7.76 0.00 7.76 1,114.01	1,114.01
713448GH5	PEPSICO INC 4.3 07/23/2030	08/12/2025 08/13/2025 250,000.00	250,199.34 0.00 0.00 250,195.76	2,030.56 0.00 2,926.39 895.83	0.00 (3.58) (3.58) 892.25	892.25
743315AW3	PROGRESSIVE CORP 3.2 03/26/2030	09/12/2025 09/15/2025 250,000.00	241,604.56 0.00 0.00 241,763.54	111.11 0.00 777.78 666.67	158.99 0.00 158.99 825.65	825.65
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	09/06/2023 09/08/2023 300,000.00	290,442.75 0.00 0.00 290,756.93	4,625.00 0.00 5,550.00 925.00	314.18 0.00 314.18 1,239.18	1,239.18
74456QBY1	PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029	07/14/2025 07/15/2025 250,000.00	240,136.94 0.00 0.00 240,368.22	3,022.22 0.00 3,688.89 666.67	231.28 0.00 231.28 897.95	897.95
74464AAC5	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030	07/17/2025 07/18/2025 215,000.00	213,132.86 0.00 0.00 213,166.24	2,377.69 0.00 3,161.55 783.85	33.38 0.00 33.38 817.23	817.23
747525BU6	QUALCOMM INC 4.5 05/20/2030	09/18/2025 09/19/2025 250,000.00	254,854.95 0.00 0.00 254,764.39	4,062.50 0.00 5,000.00 937.50	0.00 (90.56) (90.56) 846.94	846.94
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	01/10/2024 01/19/2024 150,000.00	149,983.75 0.00 0.00 149,984.81	1,462.50 0.00 2,071.88 609.38	1.06 0.00 1.06 610.44	610.44

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808513AU9	CHARLES SCHWAB CORP 3.2 01/25/2028	09/18/2025 09/19/2025 250,000.00	245,947.48 0.00 0.00 246,095.98	1,466.67 0.00 2,133.33 666.67	148.50 0.00 148.50 815.16	815.16
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 365,000.00	365,000.00 0.00 0.00 365,000.00	658.11 0.00 2,176.81 1,518.70	0.00 0.00 0.00 1,518.70	1,518.70
857477DB6	STATE STREET CORP 4.834 04/24/2030	07/14/2025 07/15/2025 240,000.00	242,856.53 0.00 0.00 242,802.37	5,059.59 5,800.80 225.59 966.80	0.00 (54.16) (54.16) 912.64	912.64
87612EBU9	TARGET CORP 4.35 06/15/2028	09/18/2025 09/19/2025 250,000.00	252,918.41 0.00 0.00 252,823.87	3,353.13 0.00 4,259.38 906.25	0.00 (94.54) (94.54) 811.71	811.71
89115A2V3	TORONTO-DOMINION BANK 5.264 12/11/2026	12/04/2023 12/11/2023 160,000.00	160,000.00 0.00 0.00 160,000.00	2,573.51 0.00 3,275.38 701.87	0.00 0.00 0.00 701.87	701.87
89115A2W1	TORONTO-DOMINION BANK 4.98 04/05/2027	04/08/2024 04/10/2024 400,000.00	398,709.95 0.00 0.00 398,782.53	9,738.67 9,960.00 1,438.67 1,660.00	72.58 0.00 72.58 1,732.58	1,732.58
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	10/15/2025 10/23/2025 220,000.00	0.00 219,974.70 0.00 219,974.83	0.00 0.00 187.73 187.73	0.13 0.00 0.13 187.87	187.87
89236TMF9	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029	06/25/2024 06/26/2024 400,000.00	402,128.66 0.00 0.00 402,078.78	7,575.00 0.00 9,258.33 1,683.33	0.00 (49.88) (49.88) 1,633.46	1,633.46
89236TNJ0	TOYOTA MOTOR CREDIT CORP 4.8 05/15/2030	07/15/2025 07/16/2025 240,000.00	242,141.46 0.00 0.00 242,102.11	4,352.00 0.00 5,312.00 960.00	0.00 (39.35) (39.35) 920.65	920.65

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89238FAD5	TAOT 2022-B A3 2.93 09/15/2026	04/07/2022 04/13/2022 103.36	4,083.59 0.00 (3,980.24) 103.36	5.32 9.97 0.13 4.79	0.01 0.00 0.01 4.80	4.80
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	10/10/2024 10/17/2024 105,000.00	104,995.34 0.00 0.00 104,995.45	205.33 385.00 205.33 385.00	0.11 0.00 0.11 385.11	385.11
91159HHS2	US BANCORP 3.9 04/26/2028	09/12/2025 09/15/2025 250,000.00	250,100.72 0.00 0.00 250,097.27	4,197.92 4,875.00 135.42 812.50	0.00 (3.45) (3.45) 809.05	809.05
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	1,455,595.84 0.00 0.00 1,457,372.00	12,747.96 0.00 15,591.03 2,843.07	1,776.17 0.00 1,776.17 4,619.24	4,619.24
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	09/25/2025 09/26/2025 700,000.00	685,590.91 0.00 0.00 686,106.11	2,458.56 0.00 4,080.16 1,621.60	515.20 0.00 515.20 2,136.81	2,136.81
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,100,000.00	1,075,889.52 0.00 0.00 1,076,544.58	12,984.04 0.00 15,879.76 2,895.72	655.06 0.00 655.06 3,550.78	3,550.78
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	02/25/2022 02/28/2022 750,000.00	751,222.61 0.00 0.00 751,013.22	46.36 0.00 1,483.52 1,437.16	0.00 (209.40) (209.40) 1,227.76	1,227.76
912828R36	UNITED STATES TREASURY 1.625 05/15/2026	10/14/2021 10/15/2021 250,000.00	250,965.66 0.00 0.00 250,833.20	1,534.48 0.00 1,876.70 342.22	0.00 (132.46) (132.46) 209.76	209.76
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	03/29/2022 03/30/2022 625,000.00	621,341.79 0.00 0.00 621,618.39	4,721.47 0.00 5,774.46 1,052.99	276.60 0.00 276.60 1,329.59	1,329.59

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912828X88	UNITED STATES TREASURY 2.375 05/15/2027	06/09/2022 06/10/2022 350,000.00	346,278.68 0.00 0.00 346,473.87	3,139.78 0.00 3,840.01 700.24	195.20 0.00 195.20 895.43	895.43
912828YB0	UNITED STATES TREASURY 1.625 08/15/2029	09/24/2024 09/25/2024 150,000.00	140,132.08 0.00 0.00 140,348.42	311.31 0.00 516.64 205.33	216.34 0.00 216.34 421.67	421.67
912828YG9	UNITED STATES TREASURY 1.625 09/30/2026	12/28/2021 12/29/2021 300,000.00	301,110.64 0.00 0.00 301,016.05	13.39 0.00 428.57 415.18	0.00 (94.59) (94.59) 320.59	320.59
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	750,000.00	749,391.34 0.00 0.00 749,705.81	945.18 0.00 1,183.40 238.22	314.48 0.00 314.48 552.69	552.69
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	750,000.00	745,793.93 0.00 0.00 746,032.74	51.51 0.00 1,648.35 1,596.84	238.81 0.00 238.81 1,835.65	1,835.65
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/30/2025 07/31/2025 700,000.00	684,383.54 0.00 0.00 684,737.43	5,749.32 0.00 7,665.76 1,916.44	353.88 0.00 353.88 2,270.32	2,270.32
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	10/26/2022 10/27/2022 570,000.00	569,359.39 0.00 0.00 569,386.64	64.59 0.00 2,067.03 2,002.44	27.24 0.00 27.24 2,029.68	2,029.68
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	06/23/2023 06/26/2023 0.00	549,933.20 0.00 (550,000.00) 0.00	10,793.37 11,687.50 0.00 894.13	66.80 0.00 66.80 960.93	960.93
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	07/30/2025 07/31/2025 700,000.00	702,388.94 0.00 0.00 702,339.27	11,717.39 14,000.00 77.35 2,359.96	0.00 (49.67) (49.67) 2,310.29	2,310.29

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91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	11/18/2024 11/19/2024 600,000.00	599,545.94 0.00 0.00 599,733.62	7,081.97 0.00 9,114.75 2,032.79	187.68 0.00 187.68 2,220.47	2,220.47
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	07/30/2025 07/31/2025 700,000.00	698,921.98 0.00 0.00 698,943.51	6,854.96 0.00 9,139.95 2,284.99	21.53 0.00 21.53 2,306.52	2,306.52
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	05/25/2023 05/26/2023 500,000.00	498,969.17 0.00 0.00 499,008.09	4,896.40 0.00 6,528.53 1,632.13	38.92 0.00 38.92 1,671.06	1,671.06
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	07/30/2025 07/31/2025 700,000.00	694,265.00 0.00 0.00 694,473.66	4,127.72 0.00 6,191.58 2,063.86	208.67 0.00 208.67 2,272.53	2,272.53
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	1,080,000.00	1,084,553.86 0.00 0.00 1,084,466.23	3,699.45 0.00 7,398.90 3,699.45	0.00 (87.63) (87.63) 3,611.82	3,611.82
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	01/10/2025 01/13/2025 600,000.00	588,428.71 0.00 0.00 588,822.03	59.75 0.00 1,912.09 1,852.34	393.32 0.00 393.32 2,245.66	2,245.66
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	02/24/2025 02/25/2025 400,000.00	399,038.35 0.00 0.00 399,190.44	6,926.23 7,500.00 700.55 1,274.32	152.10 0.00 152.10 1,426.42	1,426.42
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	03/28/2025 03/31/2025 300,000.00	299,205.47 0.00 0.00 299,314.45	4,107.68 0.00 5,023.78 916.10	108.98 0.00 108.98 1,025.09	1,025.09
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	07/30/2025 07/31/2025 700,000.00	694,063.78 0.00 0.00 694,171.83	8,821.72 0.00 11,045.08 2,223.36	108.06 0.00 108.06 2,331.42	2,331.42

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91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	08/26/2024 08/27/2024 475,000.00	475,587.90 0.00 0.00 475,516.99	5,781.76 0.00 7,441.34 1,659.58	0.00 (70.91) (70.91) 1,588.67	1,588.67
91282CHM6	UNITED STATES TREASURY 4.5 07/15/2026	09/16/2025 09/17/2025 500,000.00	502,905.16 0.00 0.00 502,591.37	4,769.02 0.00 6,664.40 1,895.38	0.00 (313.80) (313.80) 1,581.58	1,581.58
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	08/26/2024 08/27/2024 475,000.00	478,656.04 0.00 0.00 478,356.99	10,144.04 10,984.38 1,026.01 1,866.35	0.00 (299.04) (299.04) 1,567.31	1,567.31
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	12/27/2023 12/28/2023 300,000.00	301,180.75 0.00 0.00 301,097.56	3,872.95 0.00 4,984.63 1,111.68	0.00 (83.19) (83.19) 1,028.49	1,028.49
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	07/30/2025 07/31/2025 700,000.00	702,653.96 0.00 0.00 702,586.42	4,717.39 0.00 7,076.09 2,358.70	0.00 (67.55) (67.55) 2,291.15	2,291.15
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	07/30/2025 07/31/2025 700,000.00	705,476.31 0.00 0.00 705,343.37	79.33 0.00 2,538.46 2,459.13	0.00 (132.94) (132.94) 2,326.19	2,326.19
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	06/25/2025 06/26/2025 380,000.00	390,087.30 0.00 0.00 389,848.05	7,354.76 8,787.50 48.55 1,481.29	0.00 (239.26) (239.26) 1,242.04	1,242.04
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	11/18/2024 11/19/2024 1,000,000.00	1,001,394.47 0.00 0.00 1,001,328.16	9,273.10 0.00 12,958.56 3,685.46	0.00 (66.30) (66.30) 3,619.16	3,619.16
91282CLG4	UNITED STATES TREASURY 3.75 08/15/2027	1,400,000.00	1,403,086.65 0.00 0.00 1,402,946.55	6,705.16 0.00 11,127.72 4,422.55	0.00 (140.10) (140.10) 4,282.46	4,282.46

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91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	07/30/2025 07/31/2025 700,000.00	697,832.11 0.00 0.00 698,033.32	2,247.93 0.00 4,495.86 2,247.93	201.21 0.00 201.21 2,449.14	2,449.14
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	07/30/2025 07/31/2025 700,000.00	692,976.40 0.00 0.00 693,128.66	2,173.00 0.00 4,345.99 2,173.00	152.26 0.00 152.26 2,325.26	2,325.26
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	09/25/2025 09/26/2025 700,000.00	696,252.80 0.00 0.00 696,415.49	1,044.20 0.00 3,067.33 2,023.14	162.69 0.00 162.69 2,185.83	2,185.83
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	1,400,000.00	1,404,810.53 0.00 0.00 1,404,610.09	25,049.86 27,125.00 2,533.65 4,608.79	4.21 (204.65) (200.44) 4,408.35	4,408.35
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	07/30/2025 07/31/2025 700,000.00	700,401.78 0.00 0.00 700,370.24	12,083.56 14,437.50 79.77 2,433.71	0.00 (31.53) (31.53) 2,402.17	2,402.17
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/17/2024 12/18/2024 200,000.00	199,099.59 0.00 0.00 199,117.94	2,772.54 0.00 3,471.31 698.77	18.35 0.00 18.35 717.12	717.12
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	09/25/2025 09/26/2025 700,000.00	705,190.42 0.00 0.00 704,990.54	8,262.30 0.00 10,633.88 2,371.58	0.00 (199.88) (199.88) 2,171.71	2,171.71
91282CME8	UNITED STATES TREASURY 4.25 12/31/2026	07/30/2025 07/31/2025 700,000.00	701,997.89 0.00 0.00 701,862.07	7,518.34 0.00 10,024.46 2,506.11	0.00 (135.82) (135.82) 2,370.29	2,370.29
91282CMP3	UNITED STATES TREASURY 4.125 02/28/2027	07/30/2025 07/31/2025 700,000.00	701,488.74 0.00 0.00 701,399.13	2,472.72 0.00 4,945.44 2,472.72	0.00 (89.61) (89.61) 2,383.11	2,383.11

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMS7	UNITED STATES TREASURY 3.875 03/15/2028	09/25/2025 09/26/2025 700,000.00	703,752.50 0.00 0.00 703,622.67	1,198.90 0.00 3,521.75 2,322.86	0.00 (129.83) (129.83) 2,193.03	2,193.03
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	03/28/2025 03/31/2025 250,000.00	249,824.37 0.00 0.00 249,827.69	27.47 0.00 879.12 851.65	3.32 0.00 3.32 854.96	854.96
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	09/25/2025 09/26/2025 700,000.00	701,523.04 0.00 0.00 701,472.10	12,120.90 13,125.00 1,225.96 2,230.06	0.00 (50.93) (50.93) 2,179.13	2,179.13
91282CMY4	UNITED STATES TREASURY 3.75 04/30/2027	07/30/2025 07/31/2025 700,000.00	698,025.08 0.00 0.00 698,131.37	10,985.05 13,125.00 72.51 2,212.46	106.29 0.00 106.29 2,318.75	2,318.75
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	1,100,000.00	1,094,463.53 0.00 0.00 1,094,566.18	17,837.64 21,312.50 117.75 3,592.61	102.65 0.00 102.65 3,695.26	3,695.26
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	07/30/2025 07/31/2025 700,000.00	698,151.04 0.00 0.00 698,210.93	9,915.08 0.00 12,126.36 2,211.28	59.89 0.00 59.89 2,271.17	2,271.17
91282CNE7	UNITED STATES TREASURY 3.875 05/31/2027	09/25/2025 09/26/2025 700,000.00	701,979.78 0.00 0.00 701,878.67	9,115.78 0.00 11,413.25 2,297.47	0.00 (101.11) (101.11) 2,196.36	2,196.36
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	07/15/2025 07/16/2025 700,000.00	694,894.80 0.00 0.00 694,986.12	6,854.96 0.00 9,139.95 2,284.99	91.32 0.00 91.32 2,376.31	2,376.31
91282CNL1	UNITED STATES TREASURY 3.75 06/30/2027	07/30/2025 07/31/2025 700,000.00	698,081.28 0.00 0.00 698,174.66	6,633.83 0.00 8,845.11 2,211.28	93.38 0.00 93.38 2,304.65	2,304.65

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/30/2025 07/31/2025 700,000.00	700,283.51 0.00 0.00 700,274.88	5,749.32 0.00 8,034.31 2,284.99	0.00 (8.63) (8.63) 2,276.35	2,276.35
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	900,000.00	899,219.48 0.00 0.00 899,233.20	5,875.68 0.00 8,813.52 2,937.84	39.46 (25.74) 13.72 2,951.56	2,951.56
91282CNP2	UNITED STATES TREASURY 3.875 07/31/2027	09/25/2025 09/26/2025 700,000.00	702,279.82 0.00 0.00 702,174.02	4,569.97 0.00 6,854.96 2,284.99	0.00 (105.80) (105.80) 2,179.19	2,179.19
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	10/23/2025 10/24/2025 350,000.00	0.00 350,724.61 0.00 350,721.39	0.00 (836.54) 1,115.38 278.84	0.00 (3.22) (3.22) 275.63	275.63
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	02/13/2025 02/14/2025 350,000.00	344,593.52 0.00 0.00 344,732.95	3,140.28 0.00 4,379.86 1,239.58	139.44 0.00 139.44 1,379.02	1,379.02
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	03/25/2025 03/31/2025 255,000.00	254,990.15 0.00 0.00 254,990.34	351.40 958.37 351.40 958.37	0.19 0.00 0.19 958.56	958.56
931142ER0	WALMART INC 1.05 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,985.47 0.00 0.00 39,986.75	16.33 0.00 51.33 35.00	1.28 0.00 1.28 36.28	36.28
931142FN8	WALMART INC 4.35 04/28/2030	04/23/2025 04/28/2025 310,000.00	309,509.52 0.00 0.00 309,518.62	5,731.13 6,742.50 112.38 1,123.75	9.10 0.00 9.10 1,132.85	1,132.85
94988J6F9	WELLS FARGO BANK NA 5.254 12/11/2026	10/22/2025 10/23/2025 250,000.00	0.00 253,795.00 0.00 253,705.82	0.00 (4,816.17) 5,108.06 291.89	0.00 (89.18) (89.18) 202.71	202.71

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			67,217,518.46 **2,088,045.73** **(700,725.51)**	**581,725.98** **232,454.93** **565,233.76**	**18,342.33** **(6,193.57)** **12,148.76**	
Total Fixed Income		**68,924,384.92**	**68,616,987.44**	**215,962.71**	**228,111.47**	**228,111.47**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	5,890,201.12	5,826,552.90 63,648.22 0.00 5,890,201.12	0.00 63,648.22 0.00 63,648.22	0.00 0.00 0.00 63,648.22	63,648.22
			5,826,552.90 **63,648.22** **0.00**	**0.00** **63,648.22** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**5,890,201.12**	**5,890,201.12**	**63,648.22**	**63,648.22**	**63,648.22**
LOCAL GOV INVESTMENT POOL						
09CATR$05	CalTrust MTF	738,665.32	7,383,970.96 24,578.29 0.00 7,408,549.25	0.00 24,578.29 0.00 24,578.29	0.00 0.00 0.00 24,578.29	24,578.29
90CAMP$00	CAMP	13,519,616.47	13,470,874.01 48,742.46 0.00 13,519,616.47	0.00 48,742.46 0.00 48,742.46	0.00 0.00 0.00 48,742.46	48,742.46
90CAMP$06	CAMP	10,000,000.00	10,000,000.00 0.00 0.00 10,000,000.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			30,854,844.97 **73,320.75** **0.00**	**0.00** **73,320.75** **0.00**	**0.00** **0.00** **0.00**	
Total Local Gov Investment Pool		**24,258,281.79**	**30,928,165.72**	**73,320.75**	**73,320.75**	**73,320.75**

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			106,131,858.18 4,100,403.88 (3,701,906.65)	581,725.98 398,495.04 565,233.76	21,135.56 (6,193.57) 14,941.99	
TOTAL PORTFOLIO		**100,115,303.32**	**106,477,440.52**	**382,002.82**	**396,944.81**	**396,944.81**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2025							
11/03/2025	Coupon	74456QBU9	0.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		5,550.00	5,550.00
11/03/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,178.52		1,178.52
11/03/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,580.74		1,580.74
11/06/2025	Maturity	912797QP5	(625,000.00)	UNITED STATES TREASURY 11/06/2025	625,000.00		625,000.00
11/07/2025	Coupon	3135G06G3	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		875.00	875.00
11/07/2025	Maturity	3135G06G3	(350,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	350,000.00		350,000.00
11/10/2025	Coupon	571748BY7	250,000.00	MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027		5,687.50	5,687.50
11/10/2025	Coupon	665859AW4	450,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		9,000.00	9,000.00
11/10/2025	Coupon	69371RT71	250,000.00	PACCAR FINANCIAL CORP 4.55 05/08/2030		5,687.50	5,687.50
11/13/2025	Coupon	63743HFK3	390,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.6 11/13/2026		10,920.00	10,920.00
11/14/2025	Coupon	00287YBF5	250,000.00	ABBVIE INC 4.25 11/14/2028		5,312.50	5,312.50
11/14/2025	Coupon	14913UAL4	405,000.00	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027		10,125.00	10,125.00
11/17/2025	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
11/17/2025	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
11/17/2025	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
11/17/2025	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
11/17/2025	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		212.33	212.33
11/17/2025	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,807.97		4,807.97
11/17/2025	Coupon	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027		30.94	30.94
11/17/2025	Principal Paydown	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027	3,510.32		3,510.32
11/17/2025	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
11/17/2025	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
11/17/2025	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
11/17/2025	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		164.06	164.06
11/17/2025	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	7,919.63		7,919.63
11/17/2025	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		1,080.69	1,080.69
11/17/2025	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	16,503.18		16,503.18
11/17/2025	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		73.04	73.04
11/17/2025	Principal Paydown	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	4,539.40		4,539.40
11/17/2025	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		263.91	263.91
11/17/2025	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	6,564.35		6,564.35
11/17/2025	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		458.25	458.25
11/17/2025	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		135.76	135.76
11/17/2025	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,452.55		3,452.55
11/17/2025	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		892.40	892.40
11/17/2025	Coupon	58933YBH7	90,000.00	MERCK & CO INC 4.05 05/17/2028		1,822.50	1,822.50
11/17/2025	Coupon	74456QBY1	250,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029		4,000.00	4,000.00
11/17/2025	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		568.70	568.70
11/17/2025	Coupon	89236TMF9	400,000.00	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029		10,100.00	10,100.00
11/17/2025	Coupon	89236TNJ0	240,000.00	TOYOTA MOTOR CREDIT CORP 4.8 05/15/2030		5,760.00	5,760.00
11/17/2025	Coupon	89238FAD5	103.36	TAOT 2022-B A3 2.93 09/15/2026		0.25	0.25
11/17/2025	Effective Maturity	89238FAD5	103.36	TAOT 2022-B A3 2.93 09/15/2026	103.36		103.36
11/17/2025	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
11/17/2025	Coupon	9128283F5	700,000.00	UNITED STATES TREASURY 2.25 11/15/2027		7,875.00	7,875.00
11/17/2025	Coupon	9128283F5	800,000.00	UNITED STATES TREASURY 2.25 11/15/2027		9,000.00	9,000.00
11/17/2025	Coupon	9128285M8	400,000.00	UNITED STATES TREASURY 3.125 11/15/2028		6,250.00	6,250.00
11/17/2025	Coupon	9128285M8	700,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,937.50	10,937.50
11/17/2025	Coupon	912828R36	250,000.00	UNITED STATES TREASURY 1.625 05/15/2026		2,031.25	2,031.25
11/17/2025	Coupon	912828U24	625,000.00	UNITED STATES TREASURY 2.0 11/15/2026		6,250.00	6,250.00
11/17/2025	Coupon	912828X88	350,000.00	UNITED STATES TREASURY 2.375 05/15/2027		4,156.25	4,156.25
11/17/2025	Coupon	91282CHB0	300,000.00	UNITED STATES TREASURY 3.625 05/15/2026		5,437.50	5,437.50
11/17/2025	Coupon	91282CND9	700,000.00	UNITED STATES TREASURY 3.75 05/15/2028		13,125.00	13,125.00
11/18/2025	Coupon	43815PAC3	1,739.55	HAROT 2022-2 A3 3.73 07/20/2026		10.73	10.73
11/18/2025	Effective Maturity	43815PAC3	1,739.55	HAROT 2022-2 A3 3.73 07/20/2026	3,450.98		3,450.98
11/20/2025	Coupon	3133ERFJ5	330,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		7,425.00	7,425.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/20/2025	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
11/20/2025	Coupon	379929AD4	5,589.99	GMALT 2023-3 A3 5.38 11/20/2026		26.35	26.35
11/20/2025	Effective Maturity	379929AD4	5,589.99	GMALT 2023-3 A3 5.38 11/20/2026	5,877.55		5,877.55
11/20/2025	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
11/20/2025	Coupon	747525BU6	250,000.00	QUALCOMM INC 4.5 05/20/2030		5,593.75	5,593.75
11/20/2025	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
11/21/2025	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		103.84	103.84
11/21/2025	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	3,294.25		3,294.25
11/25/2025	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		856.00	856.00
11/25/2025	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		856.00	856.00
11/25/2025	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
11/25/2025	Coupon	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026		809.78	809.78
11/25/2025	Principal Paydown	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026	11,198.25		11,198.25
11/25/2025	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
11/25/2025	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		467.55	467.55
11/25/2025	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
11/25/2025	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
11/25/2025	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
11/25/2025	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
11/25/2025	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
11/25/2025	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
11/25/2025	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
11/25/2025	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
11/25/2025	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
11/25/2025	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
11/25/2025	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
11/25/2025	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
11/25/2025	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
11/25/2025	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
11/25/2025	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
November 2025 Total					**1,048,981.05**	**183,928.02**	**1,232,909.07**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2025							
12/01/2025	Coupon	023135CQ7	250,000.00	AMAZON.COM INC 4.65 12/01/2029		5,812.50	5,812.50
12/01/2025	Coupon	26444HAH4	450,000.00	DUKE ENERGY FLORIDA LLC 2.5 12/01/2029		5,625.00	5,625.00
12/01/2025	Coupon	91282CAZ4	750,000.00	UNITED STATES TREASURY 0.375 11/30/2025		1,406.25	1,406.25
12/01/2025	Final Maturity	91282CAZ4	750,000.00	UNITED STATES TREASURY 0.375 11/30/2025	750,000.00		750,000.00
12/01/2025	Coupon	91282CHF1	700,000.00	UNITED STATES TREASURY 3.75 05/31/2030		13,125.00	13,125.00
12/01/2025	Coupon	91282CMA6	200,000.00	UNITED STATES TREASURY 4.125 11/30/2029		4,125.00	4,125.00
12/01/2025	Coupon	91282CNE7	700,000.00	UNITED STATES TREASURY 3.875 05/31/2027		13,562.50	13,562.50
12/05/2025	Coupon	24422EYE3	250,000.00	JOHN DEERE CAPITAL CORP 4.55 06/05/2030		5,687.50	5,687.50
12/08/2025	Coupon	3133ERGL9	450,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 06/07/2028		10,125.00	10,125.00
12/11/2025	Coupon	009158BN5	240,000.00	AIR PRODUCTS AND CHEMICALS INC 4.3 06/11/2028		5,160.00	5,160.00
12/11/2025	Coupon	89115A2V3	160,000.00	TORONTO-DOMINION BANK 5.264 12/11/2026		4,211.20	4,211.20
12/11/2025	Coupon	94988J6F9	250,000.00	WELLS FARGO BANK NA 5.254 12/11/2026		6,567.50	6,567.50
12/15/2025	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
12/15/2025	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
12/15/2025	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
12/15/2025	Coupon	26444HAJ0	275,000.00	DUKE ENERGY FLORIDA LLC 1.75 06/15/2030		2,406.25	2,406.25
12/15/2025	Coupon	3133EPN50	650,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028		13,812.50	13,812.50
12/15/2025	Coupon	341081GT8	330,000.00	FLORIDA POWER & LIGHT CO 5.15 06/15/2029		8,497.50	8,497.50
12/15/2025	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
12/15/2025	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
12/15/2025	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
12/15/2025	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		133.84	133.84
12/15/2025	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	7,013.50		7,013.50
12/15/2025	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00
12/15/2025	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		1,005.33	1,005.33
12/15/2025	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	12,431.75		12,431.75
12/15/2025	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		58.89	58.89
12/15/2025	Principal Paydown	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	3,431.70		3,431.70

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		236.07	236.07
12/15/2025	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	5,443.12		5,443.12
12/15/2025	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		458.25	458.25
12/15/2025	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		122.78	122.78
12/15/2025	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,275.07		3,275.07
12/15/2025	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
12/15/2025	Coupon	87612EBU9	250,000.00	TARGET CORP 4.35 06/15/2028		5,588.54	5,588.54
12/15/2025	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
12/15/2025	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
12/15/2025	Coupon	91282CGA3	600,000.00	UNITED STATES TREASURY 4.0 12/15/2025		12,000.00	12,000.00
12/15/2025	Final Maturity	91282CGA3	600,000.00	UNITED STATES TREASURY 4.0 12/15/2025	600,000.00		600,000.00
12/15/2025	Coupon	91282CHH7	475,000.00	UNITED STATES TREASURY 4.125 06/15/2026		9,796.88	9,796.88
12/15/2025	Coupon	91282CJP7	300,000.00	UNITED STATES TREASURY 4.375 12/15/2026		6,562.50	6,562.50
12/15/2025	Coupon	91282CMB4	700,000.00	UNITED STATES TREASURY 4.0 12/15/2027		14,000.00	14,000.00
12/16/2025	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		194.42	194.42
12/16/2025	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,540.04		4,540.04
12/16/2025	Coupon	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027		20.29	20.29
12/16/2025	Principal Paydown	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027	3,337.59		3,337.59
12/16/2025	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
12/22/2025	Coupon	17305EHA6	190,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030		3,971.53	3,971.53
12/22/2025	Coupon	17305EHA6	265,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030		5,539.24	5,539.24
12/22/2025	Coupon	29379VCJ0	250,000.00	ENTERPRISE PRODUCTS OPERATING LLC 4.3 06/20/2028		5,375.00	5,375.00
12/22/2025	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
12/22/2025	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
12/22/2025	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		90.01	90.01
12/22/2025	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	3,145.29		3,145.29
12/22/2025	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
12/25/2025	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
12/25/2025	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
12/25/2025	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
12/25/2025	Coupon	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026		784.16	784.16

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Principal Paydown	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026	61,708.02		61,708.02
12/25/2025	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
12/25/2025	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		467.55	467.55
12/25/2025	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
12/25/2025	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
12/25/2025	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
12/25/2025	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
12/25/2025	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
12/25/2025	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
12/25/2025	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
12/25/2025	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
12/25/2025	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
12/25/2025	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
12/25/2025	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
12/25/2025	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
12/25/2025	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
12/25/2025	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
12/25/2025	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
12/26/2025	Coupon	437076DC3	295,000.00	HOME DEPOT INC 4.75 06/25/2029		7,006.25	7,006.25
12/31/2025	Coupon	91282CEV9	700,000.00	UNITED STATES TREASURY 3.25 06/30/2029		11,375.00	11,375.00
12/31/2025	Coupon	91282CGB1	700,000.00	UNITED STATES TREASURY 3.875 12/31/2029		13,562.50	13,562.50
12/31/2025	Coupon	91282CGC9	500,000.00	UNITED STATES TREASURY 3.875 12/31/2027		9,687.50	9,687.50
12/31/2025	Coupon	91282CME8	700,000.00	UNITED STATES TREASURY 4.25 12/31/2026		14,875.00	14,875.00
12/31/2025	Coupon	91282CNK3	700,000.00	UNITED STATES TREASURY 3.875 06/30/2030		13,562.50	13,562.50
12/31/2025	Coupon	91282CNL1	700,000.00	UNITED STATES TREASURY 3.75 06/30/2027		13,125.00	13,125.00
December 2025 Total					**1,454,326.09**	**276,942.39**	**1,731,268.48**
JANUARY 2026							
01/02/2026	Coupon	74464AAC5	215,000.00	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030		4,729.25	4,729.25
01/06/2026	Coupon	61776NVE0	250,000.00	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028		5,117.29	5,117.29

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/06/2026	Coupon	61776NVE0	250,000.00	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028		5,117.29	5,117.29
01/07/2026	Coupon	24422EXZ7	280,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		6,510.00	6,510.00
01/12/2026	Coupon	459058KT9	250,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		4,375.00	4,375.00
01/15/2026	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
01/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
01/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
01/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
01/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
01/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
01/15/2026	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		107.07	107.07
01/15/2026	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	6,893.75		6,893.75
01/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00
01/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		948.55	948.55
01/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	17,989.78		17,989.78
01/15/2026	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		48.19	48.19
01/15/2026	Principal Paydown	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	5,707.48		5,707.48
01/15/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		212.98	212.98
01/15/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	8,848.11		8,848.11
01/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		458.25	458.25
01/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	4,955.27		4,955.27
01/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		110.48	110.48
01/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,220.72		3,220.72
01/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
01/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
01/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
01/15/2026	Dividend	90LAIF$00	5,890,201.12	Local Agency Investment Fund State Pool	20,659.23		20,659.23
01/15/2026	Coupon	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026		11,250.00	11,250.00
01/15/2026	Coupon	91282CKZ3	1,000,000.00	UNITED STATES TREASURY 4.375 07/15/2027		21,875.00	21,875.00
01/15/2026	Coupon	91282CNM9	700,000.00	UNITED STATES TREASURY 3.875 07/15/2028		13,562.50	13,562.50
01/15/2026	Coupon	91324PEU2	350,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		7,437.50	7,437.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		177.50	177.50
01/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,454.09		4,454.09
01/16/2026	Coupon	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027		10.16	10.16
01/16/2026	Principal Paydown	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027	3,273.99		3,273.99
01/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
01/20/2026	Coupon	025816EJ4	285,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		6,027.95	6,027.95
01/20/2026	Coupon	025816EJ4	290,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		6,133.70	6,133.70
01/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
01/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
01/20/2026	Coupon	713448FX1	295,000.00	PEPSICO INC 4.5 07/17/2029		6,637.50	6,637.50
01/20/2026	Coupon	78016HZT0	150,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		3,656.25	3,656.25
01/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
01/21/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		76.80	76.80
01/21/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	3,076.42		3,076.42
01/23/2026	Coupon	713448GH5	250,000.00	PEPSICO INC 4.3 07/23/2030		5,375.00	5,375.00
01/26/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
01/26/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
01/26/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
01/26/2026	Coupon	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026		643.01	643.01
01/26/2026	Final Maturity	3137BNGT5	354,002.30	FHMS K-054 A2 2.745 01/25/2026	281,096.03		281,096.03
01/26/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
01/26/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		467.55	467.55
01/26/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
01/26/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
01/26/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
01/26/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
01/26/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
01/26/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
01/26/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
01/26/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
01/26/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
01/26/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
01/26/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
01/26/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
01/26/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
01/26/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
01/26/2026	Coupon	808513AU9	250,000.00	CHARLES SCHWAB CORP 3.2 01/25/2028		4,000.00	4,000.00
01/29/2026	Coupon	06406RAF4	250,000.00	BANK OF NEW YORK MELLON CORP 3.4 01/29/2028		4,250.00	4,250.00
January 2026 Total					**360,174.87**	**146,534.47**	**506,709.33**
FEBRUARY 2026							
02/02/2026	Coupon	459058KW2	250,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028		5,781.25	5,781.25
02/02/2026	Coupon	69371RS80	410,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		9,430.00	9,430.00
02/02/2026	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
02/02/2026	Coupon	91282CJW2	700,000.00	UNITED STATES TREASURY 4.0 01/31/2029		14,000.00	14,000.00
02/02/2026	Coupon	91282CNN7	200,000.00	UNITED STATES TREASURY 3.875 07/31/2030		3,875.00	3,875.00
02/02/2026	Coupon	91282CNN7	700,000.00	UNITED STATES TREASURY 3.875 07/31/2030		13,562.50	13,562.50
02/02/2026	Coupon	91282CNP2	700,000.00	UNITED STATES TREASURY 3.875 07/31/2027		13,562.50	13,562.50
02/09/2026	Coupon	009158BH8	250,000.00	AIR PRODUCTS AND CHEMICALS INC 4.6 02/08/2029		5,750.00	5,750.00
02/16/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
02/16/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
02/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		160.91	160.91
02/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,396.50		4,396.50
02/16/2026	Coupon	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027		0.23	0.23
02/16/2026	Effective Maturity	36265WAD5	7,833.80	GMCAR 2022-3 A3 3.64 04/16/2027	76.75		76.75
02/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
02/16/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
02/16/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
02/16/2026	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		80.76	80.76
02/16/2026	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	6,796.25		6,796.25
02/16/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		866.40	866.40
02/16/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	16,375.92		16,375.92
02/16/2026	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		30.40	30.40
02/16/2026	Principal Paydown	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	4,746.46		4,746.46
02/16/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		175.45	175.45
02/16/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	7,953.30		7,953.30
02/16/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		440.78	440.78
02/16/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	10,475.78		10,475.78
02/16/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		98.37	98.37
02/16/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,182.15		3,182.15
02/16/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
02/16/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
02/16/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
02/17/2026	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
02/17/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
02/17/2026	Coupon	14913UBB5	250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.1 08/15/2028		5,125.00	5,125.00
02/17/2026	Coupon	171239AL0	250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		5,812.50	5,812.50
02/17/2026	Coupon	438516CJ3	400,000.00	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028		9,900.00	9,900.00
02/17/2026	Coupon	459058KQ5	350,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 02/14/2030		6,781.25	6,781.25
02/17/2026	Coupon	9128283W8	700,000.00	UNITED STATES TREASURY 2.75 02/15/2028		9,625.00	9,625.00
02/17/2026	Coupon	912828YB0	150,000.00	UNITED STATES TREASURY 1.625 08/15/2029		1,218.75	1,218.75
02/17/2026	Coupon	91282CLG4	700,000.00	UNITED STATES TREASURY 3.75 08/15/2027		13,125.00	13,125.00
02/17/2026	Coupon	91282CLG4	700,000.00	UNITED STATES TREASURY 3.75 08/15/2027		13,125.00	13,125.00
02/18/2026	Coupon	06428CAA2	300,000.00	BANK OF AMERICA NA 5.526 08/18/2026		8,289.00	8,289.00
02/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
02/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
02/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
02/23/2026	Coupon	037833BY5	400,000.00	APPLE INC 3.25 02/23/2026		6,500.00	6,500.00
02/23/2026	Final Maturity	037833BY5	400,000.00	APPLE INC 3.25 02/23/2026	400,000.00		400,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/23/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		63.88	63.88
02/23/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	3,018.90		3,018.90
02/24/2026	Coupon	17275RBX9	250,000.00	CISCO SYSTEMS INC 4.75 02/24/2030		5,937.50	5,937.50
02/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
02/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
02/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
02/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
02/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		467.55	467.55
02/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
02/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
02/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
02/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
02/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
02/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
02/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
02/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
02/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
02/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
02/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
02/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
02/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
02/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
02/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
02/26/2026	Coupon	17275RBQ4	170,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		4,080.00	4,080.00
02/27/2026	Coupon	459058LK7	170,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.0 08/27/2026		3,400.00	3,400.00
February 2026 Total					**457,022.00**	**200,734.67**	**657,756.67**
MARCH 2026							
03/02/2026	Coupon	91282CGQ8	380,000.00	UNITED STATES TREASURY 4.0 02/28/2030		7,600.00	7,600.00
03/02/2026	Coupon	91282CGQ8	700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		14,000.00	14,000.00
03/02/2026	Coupon	91282CLH2	700,000.00	UNITED STATES TREASURY 3.75 08/31/2026		13,125.00	13,125.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/02/2026	Coupon	91282CLK5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2029		12,687.50	12,687.50
03/02/2026	Coupon	91282CMP3	700,000.00	UNITED STATES TREASURY 4.125 02/28/2027		14,437.50	14,437.50
03/09/2026	Coupon	57636QAW4	290,000.00	MASTERCARD INC 4.875 03/09/2028		7,068.75	7,068.75
03/10/2026	Coupon	3130ATS57	700,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		15,750.00	15,750.00
03/16/2026	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
03/16/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
03/16/2026	Coupon	12572QAL9	250,000.00	CME GROUP INC 4.4 03/15/2030		5,500.00	5,500.00
03/16/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
03/16/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
03/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		144.54	144.54
03/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,275.86		4,275.86
03/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
03/16/2026	Coupon	437076DJ8	250,000.00	HOME DEPOT INC 3.95 09/15/2030		4,937.50	4,937.50
03/16/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
03/16/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
03/16/2026	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		54.82	54.82
03/16/2026	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	6,625.19		6,625.19
03/16/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00
03/16/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		791.62	791.62
03/16/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	13,513.38		13,513.38
03/16/2026	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		15.61	15.61
03/16/2026	Principal Paydown	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	3,989.78		3,989.78
03/16/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		141.72	141.72
03/16/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	6,920.09		6,920.09
03/16/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		403.86	403.86
03/16/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	10,896.82		10,896.82
03/16/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		86.41	86.41
03/16/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,099.05		3,099.05
03/16/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
03/16/2026	Coupon	58933YBQ7	250,000.00	MERCK & CO INC 4.15 09/15/2030		5,360.42	5,360.42
03/16/2026	Coupon	63743HFJ6	240,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.05 09/15/2028		6,060.00	6,060.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
03/16/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
03/16/2026	Coupon	91282CLL3	700,000.00	UNITED STATES TREASURY 3.375 09/15/2027		11,812.50	11,812.50
03/16/2026	Coupon	91282CMS7	700,000.00	UNITED STATES TREASURY 3.875 03/15/2028		13,562.50	13,562.50
03/17/2026	Coupon	931142ER0	40,000.00	WALMART INC 1.05 09/17/2026		210.00	210.00
03/18/2026	Coupon	857477CL5	365,000.00	STATE STREET CORP 4.993 03/18/2027		9,112.23	9,112.23
03/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
03/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
03/20/2026	Coupon	459058LR2	205,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		4,228.13	4,228.13
03/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
03/23/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		51.20	51.20
03/23/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	2,930.88		2,930.88
03/23/2026	Final Maturity	62479MCP6	500,000.00	MUFG Bank, Ltd., New York Branch 03/23/2026	500,000.00		500,000.00
03/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
03/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
03/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
03/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
03/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		467.55	467.55
03/25/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	1,308.86		1,308.86
03/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
03/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
03/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
03/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
03/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
03/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
03/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
03/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
03/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
03/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
03/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
03/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
03/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
03/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
03/26/2026	Coupon	743315AW3	250,000.00	PROGRESSIVE CORP 3.2 03/26/2030		4,000.00	4,000.00
03/31/2026	Coupon	9128286L9	750,000.00	UNITED STATES TREASURY 2.25 03/31/2026		8,437.50	8,437.50
03/31/2026	Final Maturity	9128286L9	750,000.00	UNITED STATES TREASURY 2.25 03/31/2026	750,000.00		750,000.00
03/31/2026	Coupon	912828YG9	300,000.00	UNITED STATES TREASURY 1.625 09/30/2026		2,437.50	2,437.50
03/31/2026	Coupon	91282CEF4	750,000.00	UNITED STATES TREASURY 2.5 03/31/2027		9,375.00	9,375.00
03/31/2026	Coupon	91282CFM8	570,000.00	UNITED STATES TREASURY 4.125 09/30/2027		11,756.25	11,756.25
03/31/2026	Coupon	91282CGT2	600,000.00	UNITED STATES TREASURY 3.625 03/31/2028		10,875.00	10,875.00
03/31/2026	Coupon	91282CKG5	700,000.00	UNITED STATES TREASURY 4.125 03/31/2029		14,437.50	14,437.50
03/31/2026	Coupon	91282CMU2	250,000.00	UNITED STATES TREASURY 4.0 03/31/2030		5,000.00	5,000.00
03/31/2026	Coupon	91282CPA3	350,000.00	UNITED STATES TREASURY 3.625 09/30/2030		6,343.75	6,343.75
March 2026 Total					**1,303,559.91**	**247,491.51**	**1,551,051.42**
APRIL 2026							
04/06/2026	Coupon	89115A2W1	400,000.00	TORONTO-DOMINION BANK 4.98 04/05/2027		9,960.00	9,960.00
04/09/2026	Coupon	3130B3A29	600,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		12,000.00	12,000.00
04/15/2026	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
04/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
04/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
04/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
04/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
04/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
04/15/2026	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		29.53	29.53
04/15/2026	Principal Paydown	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	6,764.08		6,764.08
04/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		363.00	363.00
04/15/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	72.70		72.70
04/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		729.91	729.91
04/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	16,968.75		16,968.75
04/15/2026	Coupon	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027		3.18	3.18
04/15/2026	Effective Maturity	47800AAC4	23,434.15	JDOT 2022-B A3 3.74 02/16/2027	1,019.33		1,019.33
04/15/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		112.36	112.36

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	8,670.18		8,670.18
04/15/2026	Coupon	532457DB1	250,000.00	ELI LILLY AND CO 4.0 10/15/2028		6,527.78	6,527.78
04/15/2026	Coupon	532457DB1	250,000.00	ELI LILLY AND CO 4.0 10/15/2028		6,527.78	6,527.78
04/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		365.44	365.44
04/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	12,628.74		12,628.74
04/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		74.76	74.76
04/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,186.19		3,186.19
04/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
04/15/2026	Coupon	64110LAS5	240,000.00	NETFLIX INC 4.875 04/15/2028		5,850.00	5,850.00
04/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
04/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
04/15/2026	Coupon	91282CGV7	400,000.00	UNITED STATES TREASURY 3.75 04/15/2026		7,500.00	7,500.00
04/15/2026	Final Maturity	91282CGV7	400,000.00	UNITED STATES TREASURY 3.75 04/15/2026	400,000.00		400,000.00
04/15/2026	Coupon	91282CJC6	475,000.00	UNITED STATES TREASURY 4.625 10/15/2026		10,984.38	10,984.38
04/15/2026	Coupon	91282CLQ2	700,000.00	UNITED STATES TREASURY 3.875 10/15/2027		13,562.50	13,562.50
04/15/2026	Coupon	91282CLQ2	700,000.00	UNITED STATES TREASURY 3.875 10/15/2027		13,562.50	13,562.50
04/15/2026	Coupon	91282CMW8	700,000.00	UNITED STATES TREASURY 3.75 04/15/2028		13,125.00	13,125.00
04/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		128.61	128.61
04/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	4,375.81		4,375.81
04/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
04/16/2026	Coupon	459058LN1	300,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		5,812.50	5,812.50
04/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
04/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
04/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
04/21/2026	Coupon	06051GGA1	250,000.00	BANK OF AMERICA CORP 3.248 10/21/2027		4,060.00	4,060.00
04/21/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		38.89	38.89
04/21/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	2,958.38		2,958.38
04/23/2026	Coupon	693475AW5	250,000.00	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029		4,312.50	4,312.50
04/23/2026	Coupon	693475AW5	250,000.00	PNC FINANCIAL SERVICES GROUP INC 3.45 04/23/2029		4,312.50	4,312.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/24/2026	Coupon	857477DB6	240,000.00	STATE STREET CORP 4.834 04/24/2030		5,800.80	5,800.80
04/27/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
04/27/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
04/27/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
04/27/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
04/27/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		464.15	464.15
04/27/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	272.42		272.42
04/27/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
04/27/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
04/27/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
04/27/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
04/27/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
04/27/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
04/27/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
04/27/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
04/27/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
04/27/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
04/27/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
04/27/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
04/27/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
04/27/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
04/27/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
04/27/2026	Coupon	46647PDA1	250,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		5,403.75	5,403.75
04/27/2026	Coupon	91159HHS2	250,000.00	US BANCORP 3.9 04/26/2028		4,875.00	4,875.00
04/28/2026	Coupon	931142FN8	310,000.00	WALMART INC 4.35 04/28/2030		6,742.50	6,742.50
04/30/2026	Coupon	09247XAQ4	275,000.00	BLACKROCK FINANCE INC 2.4 04/30/2030		3,300.00	3,300.00
04/30/2026	Coupon	91282CFT3	700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		14,000.00	14,000.00
04/30/2026	Coupon	91282CKP5	380,000.00	UNITED STATES TREASURY 4.625 04/30/2029		8,787.50	8,787.50
04/30/2026	Coupon	91282CLS8	700,000.00	UNITED STATES TREASURY 4.125 10/31/2026		14,437.50	14,437.50
04/30/2026	Coupon	91282CMY4	700,000.00	UNITED STATES TREASURY 3.75 04/30/2027		13,125.00	13,125.00
04/30/2026	Coupon	91282CMZ1	400,000.00	UNITED STATES TREASURY 3.875 04/30/2030		7,750.00	7,750.00
04/30/2026	Coupon	91282CMZ1	700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		13,562.50	13,562.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
April 2026 Total					**456,916.58**	**245,048.50**	**701,965.08**
MAY 2026							
05/01/2026	Coupon	74456QBU9	300,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		5,550.00	5,550.00
05/08/2026	Coupon	571748BY7	250,000.00	MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027		5,687.50	5,687.50
05/08/2026	Coupon	69371RT71	250,000.00	PACCAR FINANCIAL CORP 4.55 05/08/2030		5,687.50	5,687.50
05/11/2026	Coupon	665859AW4	450,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		9,000.00	9,000.00
05/13/2026	Coupon	63743HFK3	390,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.6 11/13/2026		10,920.00	10,920.00
05/14/2026	Coupon	00287YBF5	250,000.00	ABBVIE INC 4.25 11/14/2028		5,312.50	5,312.50
05/14/2026	Coupon	14913UAL4	405,000.00	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027		10,125.00	10,125.00
05/15/2026	Coupon	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026		507.29	507.29
05/15/2026	Final Maturity	02582JJZ4	125,000.00	AMXCA 2023-1 A 4.87 05/15/2026	125,000.00		125,000.00
05/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
05/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
05/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
05/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
05/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
05/15/2026	Coupon	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027		3.72	3.72
05/15/2026	Effective Maturity	448979AD6	42,986.42	HART 2023-A A3 4.58 04/15/2027	974.02		974.02
05/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		362.71	362.71
05/15/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	5,144.18		5,144.18
05/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		652.42	652.42
05/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	17,571.46		17,571.46
05/15/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		75.59	75.59
05/15/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	7,398.47		7,398.47
05/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		320.93	320.93
05/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	10,742.57		10,742.57
05/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		62.79	62.79
05/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,078.29		3,078.29

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
05/15/2026	Coupon	74456QBY1	250,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029		4,000.00	4,000.00
05/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
05/15/2026	Coupon	89236TNJ0	240,000.00	TOYOTA MOTOR CREDIT CORP 4.8 05/15/2030		5,760.00	5,760.00
05/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
05/15/2026	Coupon	9128283F5	700,000.00	UNITED STATES TREASURY 2.25 11/15/2027		7,875.00	7,875.00
05/15/2026	Coupon	9128283F5	800,000.00	UNITED STATES TREASURY 2.25 11/15/2027		9,000.00	9,000.00
05/15/2026	Coupon	9128285M8	400,000.00	UNITED STATES TREASURY 3.125 11/15/2028		6,250.00	6,250.00
05/15/2026	Coupon	9128285M8	700,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,937.50	10,937.50
05/15/2026	Coupon	912828R36	250,000.00	UNITED STATES TREASURY 1.625 05/15/2026		2,031.25	2,031.25
05/15/2026	Final Maturity	912828R36	250,000.00	UNITED STATES TREASURY 1.625 05/15/2026	250,000.00		250,000.00
05/15/2026	Coupon	912828U24	625,000.00	UNITED STATES TREASURY 2.0 11/15/2026		6,250.00	6,250.00
05/15/2026	Coupon	912828X88	350,000.00	UNITED STATES TREASURY 2.375 05/15/2027		4,156.25	4,156.25
05/15/2026	Coupon	91282CHB0	300,000.00	UNITED STATES TREASURY 3.625 05/15/2026		5,437.50	5,437.50
05/15/2026	Final Maturity	91282CHB0	300,000.00	UNITED STATES TREASURY 3.625 05/15/2026	300,000.00		300,000.00
05/15/2026	Coupon	91282CND9	700,000.00	UNITED STATES TREASURY 3.75 05/15/2028		13,125.00	13,125.00
05/18/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		112.31	112.31
05/18/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	3,965.21		3,965.21
05/18/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
05/18/2026	Coupon	58933YBH7	90,000.00	MERCK & CO INC 4.05 05/17/2028		1,822.50	1,822.50
05/18/2026	Coupon	89236TMF9	400,000.00	TOYOTA MOTOR CREDIT CORP 5.05 05/16/2029		10,100.00	10,100.00
05/20/2026	Coupon	3133ERFJ5	330,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		7,425.00	7,425.00
05/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
05/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
05/20/2026	Coupon	747525BU6	250,000.00	QUALCOMM INC 4.5 05/20/2030		5,625.00	5,625.00
05/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
05/21/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		26.46	26.46
05/21/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	2,852.20		2,852.20
05/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
05/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
05/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
05/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		463.44	463.44
05/25/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	292.59		292.59
05/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
05/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
05/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
05/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
05/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
05/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
05/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
05/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
05/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
05/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
05/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
05/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
05/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
05/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
05/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
May 2026 Total					**727,019.00**	**181,014.54**	**908,033.53**
JUNE 2026							
06/01/2026	Coupon	023135CQ7	250,000.00	AMAZON.COM INC 4.65 12/01/2029		5,812.50	5,812.50
06/01/2026	Coupon	26444HAH4	450,000.00	DUKE ENERGY FLORIDA LLC 2.5 12/01/2029		5,625.00	5,625.00
06/01/2026	Coupon	91282CHF1	700,000.00	UNITED STATES TREASURY 3.75 05/31/2030		13,125.00	13,125.00
06/01/2026	Coupon	91282CMA6	200,000.00	UNITED STATES TREASURY 4.125 11/30/2029		4,125.00	4,125.00
06/01/2026	Coupon	91282CNE7	700,000.00	UNITED STATES TREASURY 3.875 05/31/2027		13,562.50	13,562.50
06/05/2026	Coupon	24422EYE3	250,000.00	JOHN DEERE CAPITAL CORP 4.55 06/05/2030		5,687.50	5,687.50
06/08/2026	Coupon	3133ERGL9	450,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 06/07/2028		10,125.00	10,125.00
06/11/2026	Coupon	009158BN5	240,000.00	AIR PRODUCTS AND CHEMICALS INC 4.3 06/11/2028		5,160.00	5,160.00
06/11/2026	Coupon	89115A2V3	160,000.00	TORONTO-DOMINION BANK 5.264 12/11/2026		4,211.20	4,211.20

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/11/2026	Coupon	94988J6F9	250,000.00	WELLS FARGO BANK NA 5.254 12/11/2026		6,567.50	6,567.50
06/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
06/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
06/15/2026	Coupon	26444HAJ0	275,000.00	DUKE ENERGY FLORIDA LLC 1.75 06/15/2030		2,406.25	2,406.25
06/15/2026	Coupon	3133EPN50	650,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028		13,812.50	13,812.50
06/15/2026	Coupon	341081GT8	330,000.00	FLORIDA POWER & LIGHT CO 5.15 06/15/2029		8,497.50	8,497.50
06/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
06/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
06/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
06/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		341.96	341.96
06/15/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	5,037.89		5,037.89
06/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		572.17	572.17
06/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	15,177.12		15,177.12
06/15/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		44.21	44.21
06/15/2026	Principal Paydown	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	6,005.59		6,005.59
06/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		283.06	283.06
06/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	10,133.98		10,133.98
06/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		51.22	51.22
06/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	3,026.44		3,026.44
06/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
06/15/2026	Coupon	87612EBU9	250,000.00	TARGET CORP 4.35 06/15/2028		5,437.50	5,437.50
06/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
06/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
06/15/2026	Coupon	91282CHH7	475,000.00	UNITED STATES TREASURY 4.125 06/15/2026		9,796.88	9,796.88
06/15/2026	Final Maturity	91282CHH7	475,000.00	UNITED STATES TREASURY 4.125 06/15/2026	475,000.00		475,000.00
06/15/2026	Coupon	91282CJP7	300,000.00	UNITED STATES TREASURY 4.375 12/15/2026		6,562.50	6,562.50
06/15/2026	Coupon	91282CMB4	700,000.00	UNITED STATES TREASURY 4.0 12/15/2027		14,000.00	14,000.00
06/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		97.54	97.54
06/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	3,900.94		3,900.94
06/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
06/22/2026	Coupon	17305EHA6	190,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030		4,085.00	4,085.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/22/2026	Coupon	17305EHA6	265,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030		5,697.50	5,697.50
06/22/2026	Coupon	29379VCJ0	250,000.00	ENTERPRISE PRODUCTS OPERATING LLC 4.3 06/20/2028		5,375.00	5,375.00
06/22/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
06/22/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
06/22/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		14.48	14.48
06/22/2026	Principal Paydown	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	2,784.35		2,784.35
06/22/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
06/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
06/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
06/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
06/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
06/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		462.68	462.68
06/25/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	274.31		274.31
06/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
06/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
06/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
06/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
06/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
06/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
06/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
06/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
06/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
06/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
06/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
06/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
06/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
06/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
06/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
06/25/2026	Coupon	437076DC3	295,000.00	HOME DEPOT INC 4.75 06/25/2029		7,006.25	7,006.25
06/30/2026	Coupon	91282CEV9	700,000.00	UNITED STATES TREASURY 3.25 06/30/2029		11,375.00	11,375.00
06/30/2026	Coupon	91282CGB1	700,000.00	UNITED STATES TREASURY 3.875 12/31/2029		13,562.50	13,562.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/30/2026	Coupon	91282CGC9	500,000.00	UNITED STATES TREASURY 3.875 12/31/2027		9,687.50	9,687.50
06/30/2026	Coupon	91282CME8	700,000.00	UNITED STATES TREASURY 4.25 12/31/2026		14,875.00	14,875.00
06/30/2026	Coupon	91282CNK3	700,000.00	UNITED STATES TREASURY 3.875 06/30/2030		13,562.50	13,562.50
06/30/2026	Coupon	91282CNL1	700,000.00	UNITED STATES TREASURY 3.75 06/30/2027		13,125.00	13,125.00
June 2026 Total					**521,340.61**	**261,082.29**	**782,422.90**
JULY 2026							
07/01/2026	Coupon	74464AAC5	215,000.00	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030		4,703.13	4,703.13
07/06/2026	Coupon	61776NVE0	250,000.00	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028		5,582.50	5,582.50
07/06/2026	Coupon	61776NVE0	250,000.00	MORGAN STANLEY PRIVATE BANK NA 4.466 07/06/2028		5,582.50	5,582.50
07/07/2026	Coupon	24422EXZ7	280,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		6,510.00	6,510.00
07/13/2026	Coupon	459058KT9	250,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		4,375.00	4,375.00
07/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
07/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
07/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
07/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
07/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
07/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		321.64	321.64
07/15/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	4,949.47		4,949.47
07/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		502.86	502.86
07/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	15,899.21		15,899.21
07/15/2026	Coupon	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027		18.73	18.73
07/15/2026	Effective Maturity	47800BAC2	62,219.51	JDOT 2022-C A3 5.09 06/15/2027	4,416.31		4,416.31
07/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		247.34	247.34
07/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	9,442.97		9,442.97
07/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		39.85	39.85
07/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	2,969.13		2,969.13
07/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
07/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		385.00	385.00
07/15/2026	Principal Paydown	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029	5,782.04		5,782.04
07/15/2026	Coupon	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026		11,250.00	11,250.00
07/15/2026	Final Maturity	91282CHM6	500,000.00	UNITED STATES TREASURY 4.5 07/15/2026	500,000.00		500,000.00
07/15/2026	Coupon	91282CKZ3	1,000,000.00	UNITED STATES TREASURY 4.375 07/15/2027		21,875.00	21,875.00
07/15/2026	Coupon	91282CNM9	700,000.00	UNITED STATES TREASURY 3.875 07/15/2028		13,562.50	13,562.50
07/15/2026	Coupon	91324PEU2	350,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		7,437.50	7,437.50
07/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		83.01	83.01
07/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	3,827.10		3,827.10
07/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		348.33	348.33
07/16/2026	Principal Paydown	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029	4,080.25		4,080.25
07/17/2026	Coupon	713448FX1	295,000.00	PEPSICO INC 4.5 07/17/2029		6,637.50	6,637.50
07/20/2026	Coupon	025816EJ4	285,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		6,200.18	6,200.18
07/20/2026	Coupon	025816EJ4	290,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		6,308.95	6,308.95
07/20/2026	Coupon	06428CAA2	300,000.00	BANK OF AMERICA NA 5.526 08/18/2026		6,907.50	6,907.50
07/20/2026	Effective Maturity	06428CAA2	300,000.00	BANK OF AMERICA NA 5.526 08/18/2026	300,000.00		300,000.00
07/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
07/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
07/20/2026	Coupon	78016HZT0	150,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		3,656.25	3,656.25
07/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
07/21/2026	Coupon	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027		2.79	2.79
07/21/2026	Effective Maturity	43815JAC7	23,091.71	HAROT 2023-1 A3 5.04 04/21/2027	664.04		664.04
07/23/2026	Coupon	713448GH5	250,000.00	PEPSICO INC 4.3 07/23/2030		5,375.00	5,375.00
07/27/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
07/27/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
07/27/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
07/27/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
07/27/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		461.97	461.97
07/27/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	294.41		294.41
07/27/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
07/27/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
07/27/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/27/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
07/27/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
07/27/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
07/27/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
07/27/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
07/27/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
07/27/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
07/27/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
07/27/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
07/27/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
07/27/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
07/27/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
07/27/2026	Coupon	808513AU9	250,000.00	CHARLES SCHWAB CORP 3.2 01/25/2028		4,000.00	4,000.00
07/29/2026	Coupon	06406RAF4	250,000.00	BANK OF NEW YORK MELLON CORP 3.4 01/29/2028		4,250.00	4,250.00
07/31/2026	Coupon	69371RS80	410,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		9,430.00	9,430.00
07/31/2026	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
07/31/2026	Coupon	91282CJW2	700,000.00	UNITED STATES TREASURY 4.0 01/31/2029		14,000.00	14,000.00
07/31/2026	Coupon	91282CNN7	200,000.00	UNITED STATES TREASURY 3.875 07/31/2030		3,875.00	3,875.00
07/31/2026	Coupon	91282CNN7	700,000.00	UNITED STATES TREASURY 3.875 07/31/2030		13,562.50	13,562.50
07/31/2026	Coupon	91282CNP2	700,000.00	UNITED STATES TREASURY 3.875 07/31/2027		13,562.50	13,562.50
July 2026 Total					**852,324.93**	**218,921.07**	**1,071,246.01**
AUGUST 2026							
08/03/2026	Coupon	459058KW2	250,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028		5,781.25	5,781.25
08/10/2026	Coupon	009158BH8	250,000.00	AIR PRODUCTS AND CHEMICALS INC 4.6 02/08/2029		5,750.00	5,750.00
08/14/2026	Coupon	459058KQ5	350,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 02/14/2030		6,781.25	6,781.25
08/17/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
08/17/2026	Coupon	14913UBB5	250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.1 08/15/2028		5,125.00	5,125.00
08/17/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Coupon	171239AL0	250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		5,812.50	5,812.50
08/17/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
08/17/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		68.75	68.75
08/17/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	3,722.94		3,722.94
08/17/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		333.37	333.37
08/17/2026	Principal Paydown	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029	4,933.40		4,933.40
08/17/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
08/17/2026	Coupon	438516CJ3	400,000.00	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028		9,900.00	9,900.00
08/17/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		514.50	514.50
08/17/2026	Principal Paydown	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029	4,788.63		4,788.63
08/17/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		301.68	301.68
08/17/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	4,811.61		4,811.61
08/17/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		430.26	430.26
08/17/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	11,459.69		11,459.69
08/17/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		214.05	214.05
08/17/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	9,003.31		9,003.31
08/17/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		28.69	28.69
08/17/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	2,896.17		2,896.17
08/17/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
08/17/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
08/17/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		363.80	363.80
08/17/2026	Principal Paydown	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029	5,745.78		5,745.78
08/17/2026	Coupon	9128283W8	700,000.00	UNITED STATES TREASURY 2.75 02/15/2028		9,625.00	9,625.00
08/17/2026	Coupon	912828YB0	150,000.00	UNITED STATES TREASURY 1.625 08/15/2029		1,218.75	1,218.75
08/17/2026	Coupon	91282CLG4	700,000.00	UNITED STATES TREASURY 3.75 08/15/2027		13,125.00	13,125.00
08/17/2026	Coupon	91282CLG4	700,000.00	UNITED STATES TREASURY 3.75 08/15/2027		13,125.00	13,125.00
08/20/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
08/20/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
08/20/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
08/24/2026	Coupon	17275RBX9	250,000.00	CISCO SYSTEMS INC 4.75 02/24/2030		5,937.50	5,937.50
08/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
08/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
08/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		914.67	914.67
08/25/2026	Principal Paydown	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027	39,079.92		39,079.92
08/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		461.21	461.21
08/25/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	276.22		276.22
08/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
08/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
08/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.13	1,298.13
08/25/2026	Principal Paydown	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028	28.96		28.96
08/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
08/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
08/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
08/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
08/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
08/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
08/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17
08/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
08/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
08/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
08/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		450.63	450.63
08/25/2026	Principal Paydown	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027	36,949.08		36,949.08
08/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
08/26/2026	Coupon	17275RBQ4	170,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		4,080.00	4,080.00
08/27/2026	Coupon	459058LK7	170,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.0 08/27/2026		3,400.00	3,400.00
08/27/2026	Final Maturity	459058LK7	170,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.0 08/27/2026	170,000.00		170,000.00
08/31/2026	Coupon	91282CGQ8	380,000.00	UNITED STATES TREASURY 4.0 02/28/2030		7,600.00	7,600.00
08/31/2026	Coupon	91282CGQ8	700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		14,000.00	14,000.00
08/31/2026	Coupon	91282CLH2	700,000.00	UNITED STATES TREASURY 3.75 08/31/2026		13,125.00	13,125.00
08/31/2026	Final Maturity	91282CLH2	700,000.00	UNITED STATES TREASURY 3.75 08/31/2026	700,000.00		700,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2026	Coupon	91282CLK5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2029		12,687.50	12,687.50
08/31/2026	Coupon	91282CMP3	700,000.00	UNITED STATES TREASURY 4.125 02/28/2027		14,437.50	14,437.50
August 2026 Total					**993,695.71**	**179,329.11**	**1,173,024.82**
SEPTEMBER 2026							
09/09/2026	Coupon	57636QAW4	290,000.00	MASTERCARD INC 4.875 03/09/2028		7,068.75	7,068.75
09/10/2026	Coupon	3130ATS57	700,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		15,750.00	15,750.00
09/15/2026	Coupon	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026		1,481.83	1,481.83
09/15/2026	Final Maturity	02582JKD1	340,000.00	AMXCA 2023-3 A 5.23 09/15/2026	340,000.00		340,000.00
09/15/2026	Coupon	12572QAL9	250,000.00	CME GROUP INC 4.4 03/15/2030		5,500.00	5,500.00
09/15/2026	Coupon	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,462.00	1,462.00
09/15/2026	Effective Maturity	161571HT4	340,000.00	CHAIT 2023-1 A 5.16 09/15/2028	340,000.00		340,000.00
09/15/2026	Coupon	34532BAG6	170,000.00	FORDO 2025-B A3 3.91 04/15/2030		553.92	553.92
09/15/2026	Coupon	437076DJ8	250,000.00	HOME DEPOT INC 3.95 09/15/2030		4,937.50	4,937.50
09/15/2026	Coupon	437921AD1	105,000.00	HAROT 252 A3 4.15 10/15/2029		363.13	363.13
09/15/2026	Coupon	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029		496.90	496.90
09/15/2026	Principal Paydown	448976AD2	140,000.00	HART 2024-C A3 4.41 05/15/2029	8,158.41		8,158.41
09/15/2026	Coupon	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029		282.27	282.27
09/15/2026	Principal Paydown	44934QAD3	90,000.00	HART 2024-B A3 4.84 03/15/2029	4,726.12		4,726.12
09/15/2026	Coupon	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028		377.93	377.93
09/15/2026	Principal Paydown	47787CAC7	235,240.26	JDOT 2023-C A3 5.48 05/15/2028	8,518.54		8,518.54
09/15/2026	Coupon	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028		182.32	182.32
09/15/2026	Principal Paydown	58769GAD5	130,000.00	MBALT 2024-B A3 4.23 02/15/2028	8,384.71		8,384.71
09/15/2026	Coupon	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027		17.80	17.80
09/15/2026	Principal Paydown	58770AAC7	34,703.56	MBART 2023-1 A3 4.51 11/15/2027	2,218.01		2,218.01
09/15/2026	Coupon	58770XAD5	360,000.00	MBALT 2025-B A3 3.88 04/16/2029		1,164.00	1,164.00
09/15/2026	Coupon	58933YBQ7	250,000.00	MERCK & CO INC 4.15 09/15/2030		5,187.50	5,187.50
09/15/2026	Coupon	63743HFJ6	240,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.05 09/15/2028		6,060.00	6,060.00
09/15/2026	Coupon	89231GAD0	220,000.00	TAOT 2025-D A3 3.84 06/17/2030		775.50	775.50
09/15/2026	Coupon	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029		342.73	342.73
09/15/2026	Principal Paydown	89239TAD4	105,000.00	TAOT 2024-D A3 4.4 06/15/2029	5,642.71		5,642.71
09/15/2026	Coupon	91282CLL3	700,000.00	UNITED STATES TREASURY 3.375 09/15/2027		11,812.50	11,812.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	91282CMS7	700,000.00	UNITED STATES TREASURY 3.875 03/15/2028		13,562.50	13,562.50
09/16/2026	Coupon	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028		54.88	54.88
09/16/2026	Principal Paydown	362583AD8	56,440.32	GMCAR 2023-2 A3 4.47 02/16/2028	3,652.07		3,652.07
09/16/2026	Coupon	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029		315.28	315.28
09/16/2026	Principal Paydown	38014AAD3	95,000.00	GMCAR 2024-4 A3 4.4 08/16/2029	5,408.54		5,408.54
09/17/2026	Coupon	931142ER0	40,000.00	WALMART INC 1.05 09/17/2026		210.00	210.00
09/17/2026	Final Maturity	931142ER0	40,000.00	WALMART INC 1.05 09/17/2026	40,000.00		40,000.00
09/18/2026	Coupon	857477CL5	365,000.00	STATE STREET CORP 4.993 03/18/2027		9,112.23	9,112.23
09/21/2026	Coupon	362962AD4	155,000.00	GMALT 2025-2 A3 4.58 05/22/2028		591.58	591.58
09/21/2026	Coupon	379965AD8	155,000.00	GMALT 2025-3 A3 4.17 08/21/2028		538.63	538.63
09/21/2026	Coupon	459058LR2	205,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		4,228.13	4,228.13
09/21/2026	Coupon	92348KDY6	255,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		958.38	958.38
09/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
09/25/2026	Coupon	05594HAD5	180,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		642.00	642.00
09/25/2026	Coupon	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029		836.00	836.00
09/25/2026	Principal Paydown	096924AD7	220,000.00	BMWOT 2025-A A3 4.56 09/25/2029	10,207.82		10,207.82
09/25/2026	Coupon	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027		802.96	802.96
09/25/2026	Principal Paydown	3137BVZ82	320,000.00	FHMS K-063 A2 3.43 01/25/2027	661.52		661.52
09/25/2026	Coupon	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027		460.49	460.49
09/25/2026	Principal Paydown	3137F2LJ3	180,000.00	FHMS K-066 A2 3.117 06/25/2027	277.14		277.14
09/25/2026	Coupon	3137FEBQ2	350,000.00	FHMS K-072 A2 3.444 12/25/2027		1,004.50	1,004.50
09/25/2026	Coupon	3137FEBQ2	500,000.00	FHMS K-072 A2 3.444 12/25/2027		1,435.00	1,435.00
09/25/2026	Coupon	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028		1,298.04	1,298.04
09/25/2026	Principal Paydown	3137FETN0	465,000.00	FHMS K-073 A2 3.35 01/25/2028	811.29		811.29
09/25/2026	Coupon	3137FHPJ6	325,000.00	FHMS K-080 A2 3.926 07/25/2028		1,063.29	1,063.29
09/25/2026	Coupon	3137FJEH8	155,000.00	FHMS K-081 A2 3.9 08/25/2028		503.75	503.75
09/25/2026	Coupon	3137FJKE8	220,000.00	FHMS K-082 A2 3.92 09/25/2028		718.67	718.67
09/25/2026	Coupon	3137FJKE8	460,000.00	FHMS K-082 A2 3.92 09/25/2028		1,502.67	1,502.67
09/25/2026	Coupon	3137FJXV6	297,000.00	FHMS K-083 A2 4.05 09/25/2028		1,002.38	1,002.38
09/25/2026	Coupon	3137FJZ93	240,000.00	FHMS K-084 A2 3.78 10/25/2028		756.00	756.00
09/25/2026	Coupon	3137FK4M5	350,000.00	FHMS K-085 A2 4.06 10/25/2028		1,184.17	1,184.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2026	Coupon	3137FKUP9	350,000.00	FHMS K-087 A2 3.771 12/25/2028		1,099.88	1,099.88
09/25/2026	Coupon	3137FLN91	350,000.00	FHMS K-091 A2 3.505 03/25/2029		1,022.29	1,022.29
09/25/2026	Coupon	3137FRUT6	350,000.00	FHMS K-106 A2 2.069 01/25/2030		603.46	603.46
09/25/2026	Coupon	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027		403.05	403.05
09/25/2026	Principal Paydown	3137FTFK8	350,000.00	FHMS K-738 A2 1.545 01/25/2027	53,446.32		53,446.32
09/25/2026	Coupon	3137H4BY5	315,000.00	FHMS K-746 A2 2.031 09/25/2028		533.14	533.14
09/28/2026	Coupon	743315AW3	250,000.00	PROGRESSIVE CORP 3.2 03/26/2030		4,000.00	4,000.00
09/30/2026	Coupon	912828YG9	300,000.00	UNITED STATES TREASURY 1.625 09/30/2026		2,437.50	2,437.50
09/30/2026	Final Maturity	912828YG9	300,000.00	UNITED STATES TREASURY 1.625 09/30/2026	300,000.00		300,000.00
09/30/2026	Coupon	91282CEF4	750,000.00	UNITED STATES TREASURY 2.5 03/31/2027		9,375.00	9,375.00
09/30/2026	Coupon	91282CFM8	570,000.00	UNITED STATES TREASURY 4.125 09/30/2027		11,756.25	11,756.25
09/30/2026	Coupon	91282CGT2	600,000.00	UNITED STATES TREASURY 3.625 03/31/2028		10,875.00	10,875.00
09/30/2026	Coupon	91282CKG5	700,000.00	UNITED STATES TREASURY 4.125 03/31/2029		14,437.50	14,437.50
09/30/2026	Coupon	91282CMU2	250,000.00	UNITED STATES TREASURY 4.0 03/31/2030		5,000.00	5,000.00
09/30/2026	Coupon	91282CPA3	350,000.00	UNITED STATES TREASURY 3.625 09/30/2030		6,343.75	6,343.75
September 2026 Total					**1,132,113.20**	**175,126.90**	**1,307,240.10**
Grand Total			**231,257,823.65**		**9,307,473.94**	**2,316,153.47**	**11,623,627.41**

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

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

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

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

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

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

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

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

CITY of GARDENA

Report No. P-2025-19

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the appointment of ***ARIANA ESTRADA*** to the position of Recreation Coordinator Schedule 42 ($4,902 – $6,256/month), with the Recreation & Human Services Department, effective November 9, 2025.

2. Report the promotion of ***JENNA MATAALII*** to the position of Recreation Coordinator Schedule 42 ($4,902 – $6,256/month), with the Recreation & Human Services Department, effective November 9, 2025.

3. Report the Separation of the following employees:
   a. ***BYRON MARSH,*** Bus Operator with the Transportation Department, effective November 18, 2025. Mr. Marsh provided 1 month of service to the City.
   b. ***KEYSHA RANDLE,*** Bus Operator with the Transportation Department, effective December 2, 2025. Ms. Randle provided 11 months of service to the City.

4. Report the Recruitment for the Open/Competitive position of Account Clerk (Administrative Services Department). This recruitment is open until filled.

5. Report the Recruitment for the Open/Competitive position of Lifeguard (Recreation and Human Services Department). This is a continuous recruitment.

6. Report the Recruitment for the Open/Competitive position of Lifeguard/Instructor (Recreation and Human Services Department). This is a continuous recruitment.

7. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.

8. Report the Recruitment for the Open/Competitive position of Bus Operator (Transportation Department). This is a continuous recruitment.

9. Report the Recruitment for the Open/Competitive position of On-Demand Operator (Transportation Department). This is a continuous recruitment.

10. Report the Recruitment for the Open/Competitive position of On-Demand Transit Dispatcher (Transportation Department). This is a continuous recruitment.

11. Report the Recruitment for the Open/Competitive position of Purchasing Specialist (Transportation Department). This recruitment is open until filled.

MEMORANDUM

OFFICE of the CITY CLERK

TO: Clint Osorio

DATE: December 9, 2025

FROM: Becky Romero

REF: BR-25-02

SUBJ: Annual Records Retention Report 2025

As required by California Government Code Section 34090 et seq. which sets forth certain legal requirements relating to the management and retention of certain municipal records, and as required the Secretary of State to establish, publish, update, and maintain on a permanent basis guideline for local government records retention (Government Code Section 12236), this memo shall serve as the City Clerk's annual report on records retention.

Resolution No. 6353, which was adopted on December 18, 2018, updated our retention schedule, and superseded Resolution No. 4681. There have been no updates to our records retention schedule since 2018.

Please note that our office is in the process of retaining Gladwell Governmental Services, Inc. to update our current records retention schedule. Services will begin in 2026.

Please contact the City Clerk's Office with any questions.

cc: Members of the City Council
City Attorney
City Clerk

CITY OF GARDENA

NOTICE OF CANCELLATION

PLANNING & ENVIRONMENTAL QUALITY COMMISSION

NOTICE IS HEREBY GIVEN that the regular meeting of the Planning & Environmental Quality Commission scheduled for Tuesday, November 18, 2025, has been cancelled.

NOTICE IS FURTHER GIVEN THAT the next regularly scheduled meeting of the Planning and Environmental Quality Commission will be held on Tuesday, December 2, 2025, at 7:00 p.m. in the Council Chamber at City Hall, 1700 West 162nd Street, Gardena, CA 90247.

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

Dated this 14th day of November 2025.

/s/ MINA SEMENZA
City Clerk

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11B.
Section: PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET
Meeting Date: December 9, 2025

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

AGENDA TITLE: DECEMBER 2, 2025 MEETING ITEM 6.A

PROJECT DESCRIPTION:

ENVIRONMENTAL ASSESSMENT #15-25 AND CONDITIONAL USE PERMIT #6-25

The Planning and Environmental Quality Commission reviewed a request to approve Conditional Use Permit (CUP #6-25) and Environmental Assessment (EA #15-25) to allow the operation of a warehouse within an existing 10,388 SF industrial building located in the industrial (M-1) zone per section 18.46.030.C.18 of the Gardena Municipal Code.

Environmental Consideration:

The project is considered for a categorical exemption from the provisions of the California Enivromental Quality Act (CEQA) pursuant to Section 15301 (Class 1 - Existing Facilities).

APPLICANT: Jake Mallot, Ferrari Express Inc

LOCATION: 1219 W. 135th Street, APN (6115-004-021).

Commission Action: The Planning Commission adopted Resolution No. 17-25, by a vote of 4-0 (with one commissioner absent), approving Conditional Use Permit #6-25 and Environmental Assesment #15-25, determined the project exempt from CEQA, and directed staff to file a Notice of Exemption.

STAFF RECOMMENDATION:

City Council Action: Receive and file **OR** Call for Review (by way of two votes from the City Council).

APPROVED:



_____

Clint Osorio, City Manager

Attachments

2025_12_2_PCAX.pdf

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda
Website: www.cityofgardena.org
Tuesday, December 2, 2025, 7:00
PM Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California

To view the complete Planning and Environmental Quality Commission agenda packet, Click Here

6. PUBLIC HEARING ITEMS

6.A. ENVIRONMENTAL ASSESMENT #15-25 AND CONDITIONAL USE PERMIT #6-25;

The Planning and Environmental Quality Commission reviewed a request to approve Conditional Use Permit (CUP #6-25) and Environmental Assessment (EA #15-25) to allow the operation of a warehouse within an existing 10,388 SF industrial building located in the industrial (M-1) zone per section 18.46.030.C.18 of the Gardena Municipal Code.

Environmental Consideration: The project is considered for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1- Existing Facilities).

APPLICANT: Jake Mallot, Ferrari Express Inc
LOCATION: 1219 W. 135th Street, APN (6115-004-021).

Commission Action: The Planning Commission adopted Resolution No. PC 17-25, by vote of 4-0-0, (with one commissioner absent), approving Conditional Use Permit #6-25 and Environmental Assessment #15-25, determined the project exempt from CEQA, and directed staff to file a Notice of Exemption.

City Council Action: Receive and file **OR** Call for Review (By way of two votes from the City Council).

6.B. CONDITIONAL USE PERMIT #5-25;

On November 26, 2025, Conditional Use Permit #5-25 was withdrawn by the applicant, Socially Oriented United Living, Inc, dba Soul Housing. Therefore, this item was not heard by the Planning and Environmental Quality Commission. No Commission Action was taken.

PUBLIC COMMENT #1
ORAL COMMUNICATION

'25 NOV26AM 9:09
CITY CLERK'S OFC

Katherine Rhee

From: Deborah Quiroz <dqrz156@yahoo.com>
Sent: Wednesday, November 26, 2025 8:58 AM
To: Public Comment
Subject: Public Comment

Caution! This message was sent from outside your organization.

Dear Gardena City Council,

As a concerned resident of the city of Gardena, I am writing to express my confusion and concern regarding the current operating schedule of City Hall. I have noticed that several surrounding cities have adopted schedules where City Hall is closed every Friday or every other Friday.

As a taxpayer, I do not understand why Gardena has not implemented a similar schedule. What is the benefit of keeping City Hall open every day? From my perspective, closing on Fridays or alternative Fridays could save the city hundreds of thousands of dollars in overhead costs. There are several additional reasons why this would prove beneficial to everyone involved. Additionally, many services are already available online which reduces the need for City Hall to remain open daily.

I would like to know the reasoning and logic behind maintaining the current schedule. To me, it seems like an unnecessary expense that could be better managed.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

A Concerned Resident

PUBLIC COMMENT #2
ORAL COMMUNICATION

'25 DEC 2PM 4:20
CITY CLERK'S OFC

Katherine Rhee

From: Sandeep Kooner <skooner@clearviewcare.com>
Sent: Tuesday, December 2, 2025 3:38 PM
To: Public Comment
Subject: Fwd: 15902 South Western Ave. Gardena

Caution! This message was sent from outside your organization.

Please see email sent to Mayor Tasha Cerda regarding the property located at 15902 S. Western Ave, Gardena CA 90247.

Please do not issue them a permit to operate as it is a danger to our community and does not represent Gardena.

Thanks,

Sandeep Kooner
Clear View Sanitarium
310 538 2323

---------- Forwarded message ---------
From: **Sandeep Kooner** <skooner@clearviewcare.com>
Date: Thu, Aug 14, 2025 at 2:24 PM
Subject: 15902 South Western Ave. Gardena
To: <tcerda@cityofgardena.org>

Hi Ms. Cerda,

I am sending this email to you in hopes of coming up with a resolution to the Gardena Terrace Inn property addressed at 15902 South Western Ave. We have been in business here at Clear View Sanitarium since 1937, and have not seen such a rapid decline of our location since. The Gardena Terrace Inn since it has changed to a mens housing unit has brought in some of their residents loitering around the sidewalks frequently drinking alcohol and, throwing trash on the street and sidewalks. Moreover, our families and staff at times don't feel comfortable even walking to and from their cars and frequently some of these men are outside drinking, sitting in their cars and/or loitering on the sidewalks.

I have gone to the City Hall building and spoken with Code Enforcement multiple times to try to see what resolutions can be made to alleviate the trash and loitering. I have asked for a trash can to be placed outside our building on the sidewalk in an attempt to keep the place clean, but was told that it would be very difficult as it would have to be authorized Waste Resources.

I am asking you to help with this issue. Some ideas we have thought about are: painting the curb red so that cars don't park in front of our facility; putting trash cans on the sidewalk, placing signs that state

there will be a fine if you litter, increasing police presence and /or making the Gardena Terrace Inn responsible for their tenants and their actions.

We greatly appreciate whatever help you can offer and have full confidence that you and your leadership will appropriately take care of this issue.

Thanks,

Sandeep Kooner
Administrator
Clear View Sanitarium
15823 S. Western Ave.
Gardena, Ca. 90247
310 538 2323 office
562 508 3400 cell

PUBLIC COMMENT #3
ORAL COMMUNICATION

'25 DEC 2PM 4:20
CITY CLERK'S OFC

Katherine Rhee

From: Sandeep Kooner <skooner@clearviewcare.com>
Sent: Tuesday, December 2, 2025 3:39 PM
To: Public Comment
Subject: Fwd: Gardena Terrace Inn issues
Attachments: gardena terrace inn letter.pdf

Caution! This message was sent from outside your organization.

Please see email sent to Mayor Tasha Cerda regarding the property located at 15902 S. Western Ave, Gardena CA 90247.

Please do not issue them a permit to operate as it is a danger to our community and does not represent Gardena.

Thanks,

Sandeep Kooner
Clear View Sanitarium
310 538 2323

---------- Forwarded message ---------
From: **Sandeep Kooner** <skooner@clearviewcare.com>
Date: Thu, Sep 25, 2025 at 12:44 PM
Subject: Gardena Terrace Inn issues
To: <tcerda@cityofgardena.org>

Hi Mayor Cerda,

Please see attached letter regarding the issues we are having with the Garena Terrace Inn.

Thanks for your help with this matter.

Sandeep Kooner
Administrator
Clear View Sanitarium
15823 S. Western Ave.
Gardena, CA 90247
310 538 2323 office
562 508 3400 cell

'25 DEC 2PM 4:21
CITY CLERK'S OFC

clearview

15823 south western avenue / gardena, california 90247-3788 / (310) 538-2323 / (323) 770-3131 / fax (310) 538-3509

September 25, 2025

City of Gardena
1700 West 162nd Street
Gardena, CA 90247-3778
Honorable Tasha Cerda Mayor of City of Gardena

Dear Mayor Cerda,

We are writing this letter in regard to the Gardena Terrace Inn, located at 15902 Western Avenue. Since its transformation to its new business model, which I am not exactly sure what it is, perhaps a men's housing unit, the community has been severely negatively affected by its patrons and occupants. We have been in business here as a Nursing Facility in the same location since 1937 and I have personally been working here at Clear View since 1999. I have not seen such a rapid decline in our community's level of safety and cleanliness, since the opening of this housing unit at the Gardena Terrace Inn.

Since it opened, we have had several concerns and complaints from our staff, resident family members and vendors regarding feeling safe coming and going to their cars. Frequently you will see their occupants loitering on the sidewalks in front of our facility, drinking alcohol, playing loud music, working on their cars and/or blocking the sidewalks. Additionally, the amount of trash that is left on the street and sidewalks is absurd. Frequently, we will find beer and liquor bottles, fast food bags, used condoms, and all kinds of other trash on the street, sidewalk and in our parking lot that does not represent our facility nor our city well.

Recently, a vagrant who was arrested by the Gardena Police Department we believe to be an occupant of the Gardena Terrace Inn tried to break into our facility one early morning by attempting to break the glass on the business office door. These types of actions can have an impact on the well-being of our elderly vulnerable population that we care for as well as our staff who are already fearful of the occupants of the Gardena Terrace Inn.

Honorable Mayor Cerda we are hopeful that you will be able to come up with a resolution to this problem. The City must regulate some control over this business as well as hold them responsible for their occupants. In the meantime perhaps, more police monitoring and presence, a trash can, painting the curb red and no littering signs would help.

Very Truly Yours:



Sandeep Kooner
Administrator
Clear View Sanitarium
15823 South Western Ave
Gardena, CA 90247
310 538 2323 office
562 508 3400 cell

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13A.
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: December 9, 2025

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

AGENDA TITLE: Receive and File the City of Gardena Audited Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended June 30, 2025

COUNCIL ACTION REQUIRED:

Staff Recommendation: Receive and File the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025

RECOMMENDATION AND STAFF SUMMARY:

Presented for the City Council to receive and file are the audited financial reports for the fiscal year ended June 30, 2025, as prepared by the City's contracted auditing firm, Gruber and Lopez, Inc., an independent public accounting firm fully licensed and qualified to perform audits of local governments in the State of California. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30,2025, are free of material misstatement.There were no findings in the audit of the financial statements.

The financial statements included in the ACFR represent all City funds. City management is responsible for the accuracy of the data, the fairness and completeness of the presentation, and the inclusion of all disclosures that are necessary for the reader to understand the City's operations. The report contains a citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds. The auditors issued an unmodified opinion that based upon their audit, the City's financial statements are presented fairly, as of June 30, 2025, and changes in the financial position and cash flows are in accordance with Generally Accepted Accounting Principles (GAAP) in the United States.

The City received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Associations (GFOA) for the City's ACFR for the Fiscal Year ended June 30, 2024. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This was the 39th consecutive year that the City has been recognized with this achievement. The City will be submitting the Fiscal Year ended June 30, 2025 ACFR for the Certificate of Achievement for Excellence in Financial Reporting with GFOA by December 31, 2025.

The ACFR can be found on the City's website by visiting www.cityofgardena.org/city-budget/.

FISCAL IMPACT/COST:

N/A

APPROVED:



_____

Clint Osorio, City Manager

Attachments

Gardena ACFR 2025.pdf

CITY OF GARDENA
CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025



Celebrating 95 YEARS ANNIVERSARY
1930 - 2025

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF GARDENA, CALIFORNIA

PREPARED BY

THE ADMINISTRATIVE SERVICES DEPARTMENT

Clint Osorio
City Manager

And

Raymond Beeman
Director of Administrative Services

* *

City of Gardena
Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9500

December 4, 2025

Members of the City Council,
and Citizens of Gardena

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR 2024-2025
LETTER OF TRANSMITTAL

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Gardena (the City) for the fiscal year ended June 30, 2025 (FY 2024-25). The report is intended to update readers on the status of the City's financial position and results of operations for the past fiscal year.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. This ACFR has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America as promulgated by the Government Accounting Standards Board (GASB).

The report contains a Citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds.

The City's financial statements have been audited by Gruber and Lopez, Inc., an independent public accounting firm fully licensed and qualified to perform audits of the State and local governments within the State of California. The financial statements included in this ACFR represent all City funds.

The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2025, are free of material misstatement. The auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended June 30, 2025, were fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of the ACFR. Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem
RODNEY G. TANAKA, Councilmember / PAULETTE C. FRANCIS, Councilmember / WANDA LOVE, Councilmember
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

PROFILE OF THE GOVERNMENT

The City of Gardena is located just 5 miles from the beautiful California coast, near the interchange of the Harbor, San Diego, and Gardena freeways, and just 13 miles south of the City of Los Angeles, in the South Bay Area. Gardena is a part of the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area.

Gardena has the singular distinction of having within its borders both the first legal card club licensed in the State of California, granted in 1936, and the newest club in the state, which opened in 2000. At one time only five-card draw and lowball poker could be played. During the 1960s, Gardena was the only City in Los Angeles County to have legal gambling. In the mid-1980s, a tremendous Asian influence arrived with the introduction of a number of California games. A complete listing is contained in the City of Gardena Resolution No. 6581.

The City of Gardena, incorporated on September 11, 1930 as a general law City, operates under the Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of four members of the City Council and a Mayor elected on a non- partisan basis at-large for four-year terms, with an election every two years. The Council is responsible for, among other things, establishing policy, passing ordinances, adopting an annual budget, appointing members to various City Commissions and Boards and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments.

Gardena offers a full range of municipal services, including police and code enforcement; recreation and human services; public works; streets and parks; planning and building services; engineering; transportation services (enterprise fund); and general administration. Fire services are contracted with Los Angeles County.

BUDGET PROCESS

The City is required to adopt an initial budget for the fiscal year no later than June 30 preceding the beginning of the fiscal year on July 1. This annual budget serves as the foundation for the City of Gardena's financial planning and control. The budget is prepared by fund, function (e.g. public safety), and department (e.g., police). Department heads may transfer resources within a department as they see fit. The City of Gardena adopts biennial budget, but the second fiscal year is being adopted in the subsequent fiscal year in the same manner and process.

The City's annual budget process commences in February with the distribution of the updated Budget Manual that details the City's general budgetary policy and the specific goals and objectives for the upcoming fiscal year. Departments are given specific instructions and timelines, the City's chart of accounts, a rate schedule for apportioned costs such as liability and health insurance, and budget forms and formats.

The Director of Administrative Services, in coordination with all operating departments, provides the City Manager with proposed revenue projections. These revenue estimates are reviewed with the department budget requests to determine available funding levels for the fiscal

year. Supplemental requests for new personnel, services or capital/equipment purchases are subject to City Manager review and approval before becoming part of the proposed operating budget. This process applies to all governmental and enterprise funds.

The City Manager and Director of Administrative Services meet with the Department Heads to review all operating expenditures, budget change requests, department's goals and programs for the upcoming fiscal year. After this final review and approval by the City Manager, a proposed budget will be presented to the Finance Committee for review and recommendation.

Budget study sessions and a public hearing are then presented to the City Council in May. A separate community budget forum will follow to present the proposed budget and address questions from the stakeholders. Then the budget is adopted by a resolution prior to June 30.

Throughout the fiscal year, actual expenditures and revenues are being presented to the Finance Committee for review on a quarterly basis. The budget can be amended as necessary to meet the City's needs during the fiscal year. The City Council has the legal authority to amend the budget at any time. Department Heads may only authorize expenditures based on appropriations approved by City Council. Actual expenditures may exceed budget appropriations by line-item. However, total expenditures within each fund may not exceed the total appropriation for that fund. The City Manager has the authority and discretion to approve interdepartmental appropriation transfers if they are within the same fund.

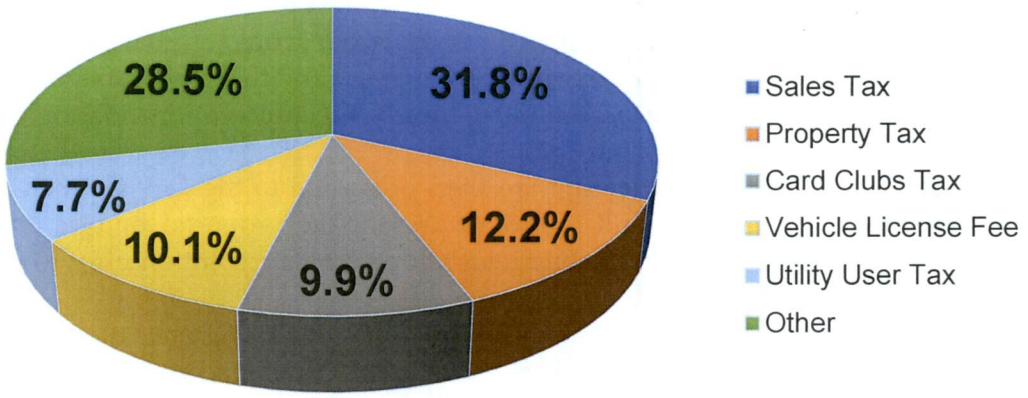
LOCAL ECONOMIC CONDITIONS AND OUTLOOK

The information presented in the financial statements, is perhaps best understood when considered from the broader perspective of the current economic environment in which the City of Gardena operates. Evaluating the state's economic trajectory requires attention to broader national trends, including declining interest rates and a potential moderation in consumer spending.

With inflationary pressures easing and unemployment edging upward, the Federal Reserve has indicated plans to reduce interest rates in the near term. While such reductions may diminish the City's long-term investment income, they are also expected to stimulate future business growth by lowering financing costs and encouraging expansion.

General Fund revenues demonstrated stability in FY 2024-25, driven by continued growth in property tax, utility users' tax, and vehicle license fees. Sales tax revenues remain resilient despite signs of potential moderation in consumer spending. The top 5 sources of General Fund revenue account for 71.8%, an increase of 0.3% over the previous fiscal year. The remaining revenues account for 28.2% of the total and are represented by a broad range of sources. Overall, the General Fund revenues rose by $1.8 million, reflecting a 2.1% increase compared to the prior fiscal year.

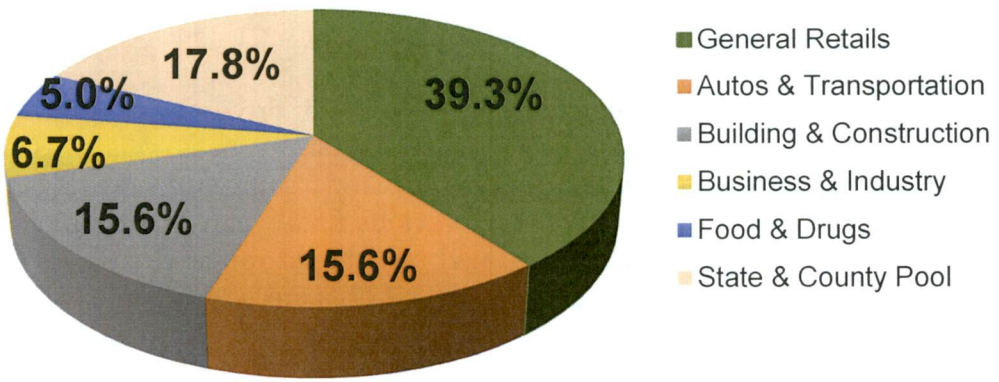
General Fund Revenues by Source
Fiscal Year Ended June 30, 2025



Sales Tax

Sales Tax represents the single largest source of General Fund revenue at $28.2 million or 31.8%. It is made up of the 7 categories below. The general retail category includes department stores, gas stations, general merchandise, restaurants, and hotels. General retail is the largest economic sector which generates 39% of the sales tax for Gardena. For fiscal year 2024-25, sales tax increased by 0.5% or $157,611. Overall, the City of Gardena's sales per capita is higher than Los Angeles County average and consistently outperforms projections, a strong indicator of a vibrant local economy and strong business support.

Sales Tax by Economic Categories
Fiscal Year Ended June 30, 2025



Property Tax

Gardena has a diverse land use for its 6 square miles. The City has a total assessed valuation of $9.3B. Of the City's 14,888 parcels, 65.4% are residential, 27.1% are commercial/industrial and the remaining 7.5% for other miscellaneous uses.

Property tax is the second highest source of General Fund revenue at 12.2% or $10.8 million. The City recorded a year-over-year increase of 7.2%, driven by higher assessment values and recent local developments. More broadly, both the City and the South Bay region continue to experience rising housing prices.

Card Club Tax

City of Gardena is fortunate to have two card clubs within the City limits, Lucky Lady Casino and Hustler Casino. The City receives 12% of the gross revenue fee from both casinos. For the fiscal year 2024-25, the City collected card club tax of $8.8 million or 9.9% of General Fund revenue. This reflects a decrease of 1.1% or $101,506 vs prior year.

Vehicle License Fee (VLF)

The City receives $8.9 million, representing 10.1% of General Fund revenue. As the third-largest revenue source for the General Fund, it has recorded year-over-year growth exceeding 5% for three consecutive years.

When a vehicle is registered in California, a license fee is charged by the State of California. This fee includes a small administrative fee and a property tax in-lieu fee. This in-lieu fee is allocated to cities and counties based on a per capita basis.

In 2005, the VLF was permanently reduced to 0.65% from 2.0% of the vehicle's fair market value. Any loss to cities by this rate reduction at that time was made up with an allocation from the County's Educational Revenue Augmentation Fund property tax account. This allocation will grow with any corresponding growth in the City's secured property tax valuation.

Utility User Tax (UUT)

The Utility User Tax revenue received by the City is based on adopted ordinances. The current UUT rate is 5% for telecommunications (wired and wireless), electricity, gas, and water. Effective in 2016, the UUT rate for prepaid wireless is 3.5%.

For the fiscal year, the City received $6.8 million or 7.7% of the total General Fund revenue. This is an increase of $425,660 or 6.6% when compared to prior year. The main reason for the increase is due to higher utility prices and increased demand from the residents and businesses.

Overall, General Fund revenue grew by 2.1%, or $1.8 million. This modest gain is primarily driven by a $1.4 million increase in revenue from the use of money and property, reflecting higher interest income and proactive investment management and rising property tax collections, an indicative of a robust local real estate market.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

The City Council has always been and continues to take a conservative approach in maintaining a strong financial position by limiting the growth of spending and acquiring additional debt. The City utilizes long-term financial forecast to make financial decisions, identifying opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support deferred maintenance to address the aging infrastructure throughout the City.

While maintaining the General Fund Reserve balance above the 25% threshold, the City adopted budget for fiscal year 2024-25 and fiscal year 2025-26 added a total of 16.45 Full-Time Equivalent positions to the City's staffing resources, as well as investments in seniors, youth and community service programs and one of the largest Capital Improvement Program budgets in the City's history.

The City maintains an existing lease rating of "A+" rating from Standard & Poor's and an "A1" rating with Moody's for its general fund lease supported debt as of June 30, 2025. The City's issuer ratings are "AA- with S&P and "Aa3" with Moody's. Which is reflective of a stable fiscal outlook and the expectation that Gardena will continue to maintain balanced operational costs with substantial fiscal reserves.

Aligning with the City's vision of making Gardena as one of the most desired communities to live, do business, work, and play in the South Bay region, the adopted budget reflects the additional investments in maintaining a safe community environment as well as continue street and sidewalk improvements Citywide. To uphold its status as the "Most Business-Friendly City" in Los Angeles County as awarded by the Los Angeles County Economic Development Corporation (LAEDC) in 2022, the City continues to invest in streamlining the permitting process.

To further the City's vision, in 2021 the City took a proactive approach to take advantage of the historical low interest rates and used its excellent issuer credit rating of AA- with S & P to obtain a Lease Revenue Bond in the amount of $15 Million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. These bonds will be used to fund various capital projects including the Gardena Community Aquatic & Senior Center, a multigenerational community building to provide public access and recreational activities to residents.

CAPITAL IMPROVEMENT PROJECTS

The City continues to allocate substantial resources toward maintaining and enhancing its highly rated streets and roads. Gardena's current street pavement condition index (PCI) of 81 ranks among the highest in California.

Because many projects span multiple years, eight budgeted projects were completed by the close of FY 2024-25. Of these, four were street improvements, including the Pedestrian Safety Improvement and the Vermont Marked Crosswalk, which significantly enhances pedestrian safety and improves traffic conditions.

Significant progress is made on the highly anticipated Community Aquatic & Senior Center as the project entered the final construction phase, with completion targeted for early 2026.

In June 2025, the City adopted its FY 2024-25 Capital Improvement Program (CIP) budget of $70.7 million. Of this, $29.5 million is dedicated to park and facility projects, including the Community Aquatic & Senior Center, while $41.2 million supports street, road, and storm drain improvements. Notably, $10.6 million has been allocated to the Redondo Beach Blvd Street Improvement project, which will address both current and future traffic demands while enhancing landscaping along one of the City's major corridors.

PENSION & OPEB STABILIZATION FUNDS

To address the raising pension liability, the City issued $101 million in Taxable Pension Obligation Bonds in 2020 at 3.29% to save the City $51 million over the 19-year life of the bond. The City also adopted an Unfunded Accrued Liability (UAL) Policy to address future pension liability. Under this policy, UAL Funds were created so each fiscal year the City must budget a contribution toward future pension liability. As of June 30, 2025, these funds have a balance of $8.7 million.

With the desire to address Other Post-Employment Benefits (OPEB) liability and take advantage of higher interest yields, in 2017 the City established the California Employers' Retiree Benefit Trust (CERBT) accounts, IRC Section 115 Trust Accounts, with CalPERS. During the fiscal year 2024-25, the City made a $600,000 contribution to the trust. As of June 30, 2025, the City's CERBT trust has a combined balance of $10.5 million, $3.9 million from the City and $6.6 million from GTrans' CERBT account.

CASH MANAGEMENT

The City manages a pooled investment program for all funds in which temporarily idle cash is invested in a variety of instruments. The investment program is managed in accordance with the Investment Policy approved by the City Council on an annual basis. Safety, liquidity, and yield, in that order, are the objectives of the investment program. Investments are diversified among investment tools including certificates of deposit, Federal agency securities, State of California Local Agency Investment Fund (LAIF), corporate medium-term notes, money market mutual funds, California Asset Management Program (CAMP) Pool.

At the fiscal year end on June 30, 2025, the City had a total investment portfolio of $105.8 million. The investment report is presented to City Council for review and approval monthly. It is also made available on the Financial Transparency Dashboard at www.cityofgardena.org.

RISK MANAGEMENT

The City maintains self-insurance programs for worker's compensation and general liability insurance up to a maximum of $750,000 per occurrence. General liability claims that exceed the Self-Insured Retention (SIR) are covered by Public Risk Innovatin Solutions Management (PRISM). Worker's compensation claims that exceed the SIR are insured by PRISM up to the California statutory limits for workers' compensation. For the City's transit department, GTrans, the SIR is $250,000 and is being covered by California Transit Indemnity Pool (CalTIP).

The City is self-insured for its PPO Health Benefits Plan and carries stop-loss insurance on individual health benefit claims in excess of $100,000 for all members. The City contracts with a third-party administrator who manages the claims filed against the City.

AWARDS and ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Gardena for its ACFR for the fiscal year ended June 30, 2024. This was the thirty-nineth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The City also received the Distinguished Budget Presentation Award from GFOA for its recent biennial adopted budget fiscal year 2024-25 & 2025-26. This is the fifth consecutive budget cycle or nine years the City has received this award for preparing budget documents of the highest quality that reflect best practices in governmental budgeting.

The preparation of this report could not have been accomplished without the collaborative assistance of the Department Heads and staff in all City departments. First and foremost, we want to recognize the dedicated employees of the Administrative Services Department. Their professional expertise and unassuming commitment to excellence is constantly manifested in the quality of the City's financial records and reporting. Appreciation is also expressed to the audit staff of Gruber and Lopez, Inc. for their advice and assistance in the preparation of this report. Finally, we would like to thank the members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,

Clint D. Osorio, MPA
City Manager

Respectfully submitted,

Ray Beeman, CPA
Director of Administrative Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Gardena
California

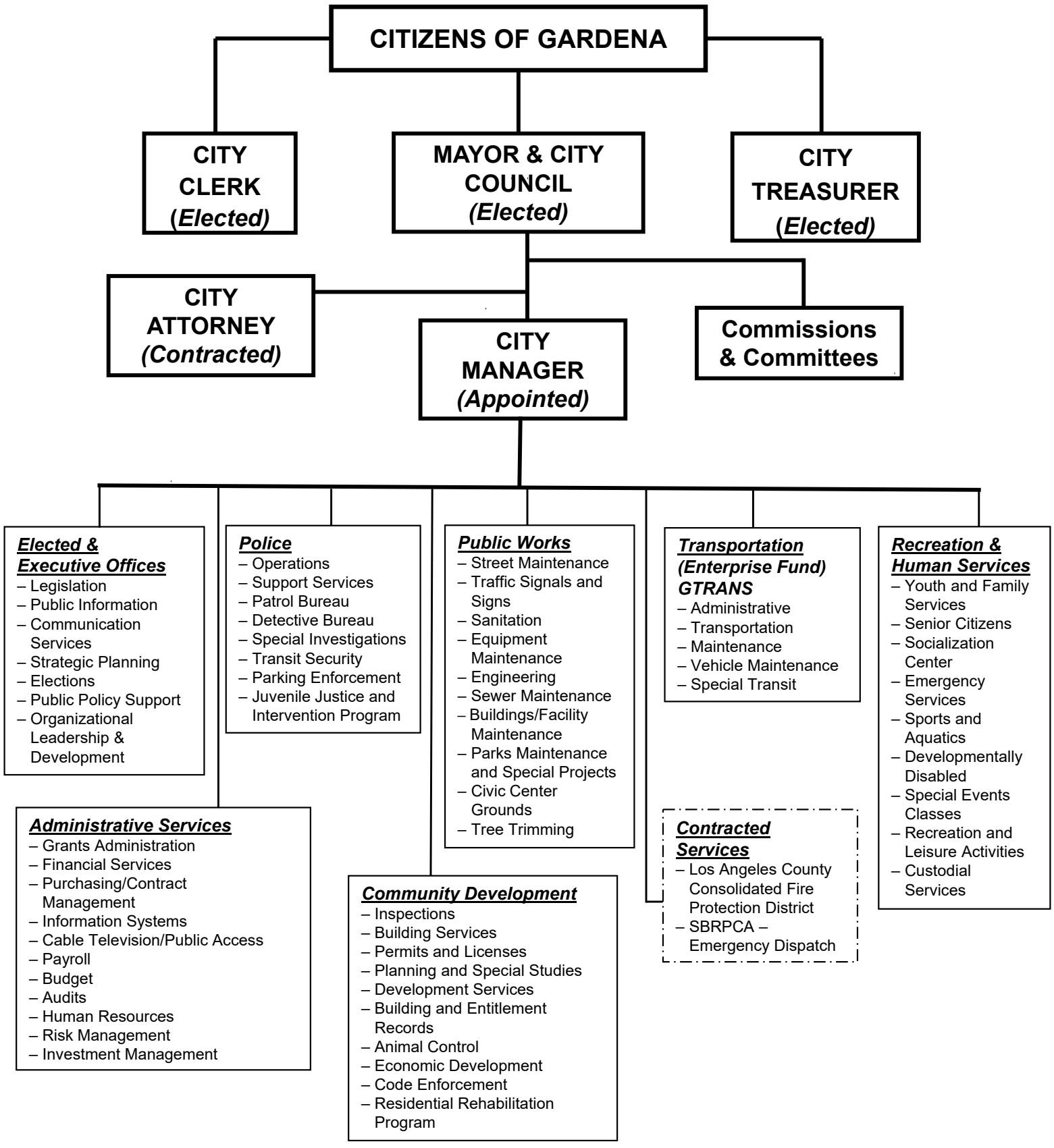
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

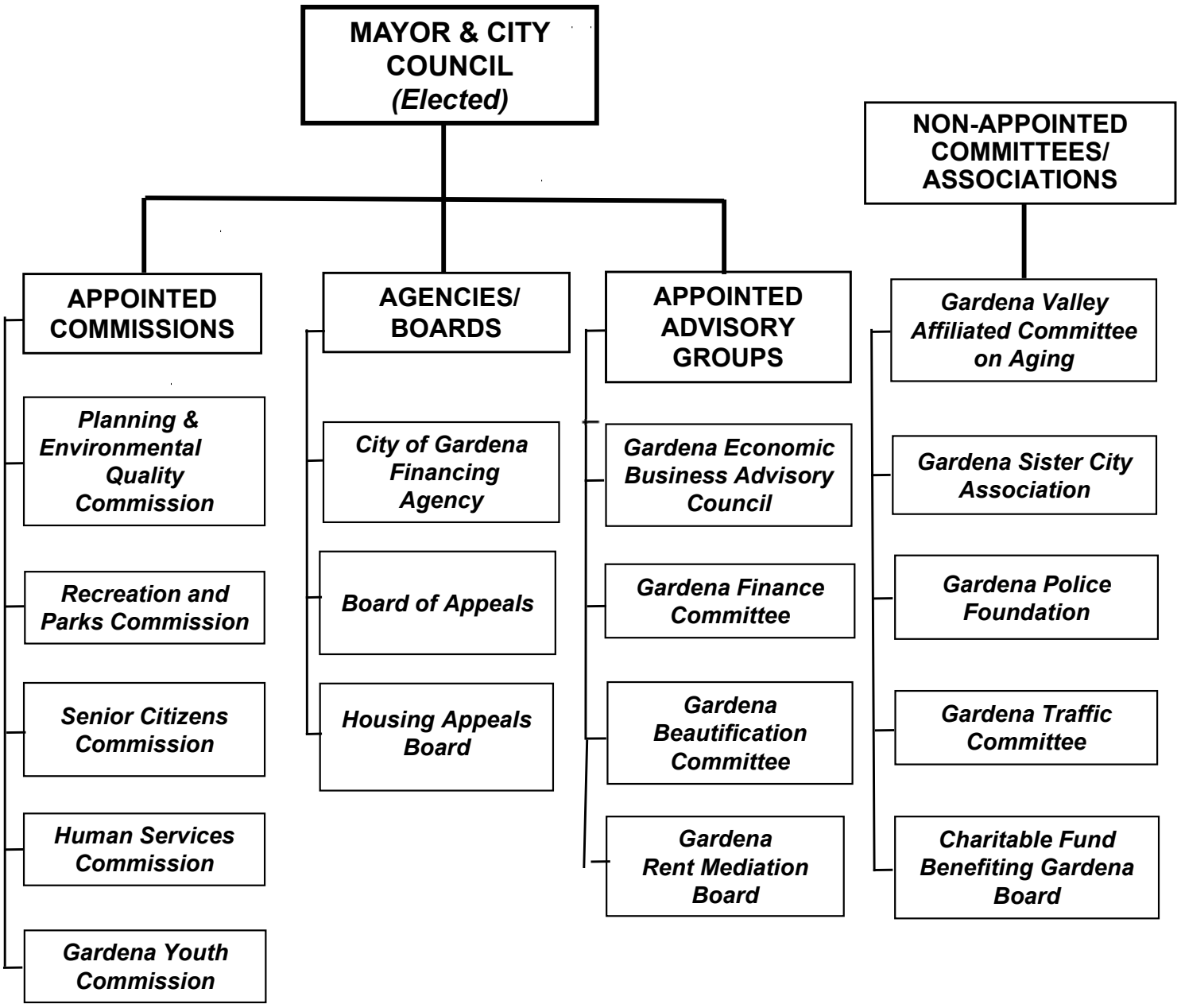
Christopher P. Morrill

Executive Director/CEO

CITY OF GARDENA ORGANIZATION CHART



CITY OF GARDENA
COMMISSIONS, BOARDS, COMMITTEES, ETC.



ELECTED OFFICIALS & EXECUTIVE STAFF

FISCAL YEAR 2024-2025

CITY OF GARDENA

ELECTED OFFICIALS

Mayor……..Tasha Cerda
Mayor Pro Tem…….. Mark E. Henderson
Councilmember……... Rodney G. Tanaka
Councilmember…… Paulette C. Francis
Councilmember……...Wanda Love

City Clerk…… Mina Semenza
City Treasurer…… Guy H. Mato

EXECUTIVE STAFF & ADMINISTRATION OFFICIALS

City Manager ..... Clint Osorio
Deputy City Manager/Director of Transportation……..Ernie Crespo
City Attorney ..... Carmen Vasquez
Chief of Police .....Todd Fox
Director of Administrative Services ..... Ray Beeman
Director of Community Development ……..... Greg Tsujiuchi
Director of Public Works ..... Allan Rigg
Director of Recreation and Human Services ..... Stephany Santin
Assistant Fire Chief – LA County Fire District ..... Brian Kane

GRUBER and LOPEZ, INC.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of the City Council of the City of Gardena
Gardena, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California (the "City"), as of and for the year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*"Government Auditing Standards")*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedules of Contributions – Other Postemployment Benefits as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS and *Government Auditing Standards*. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and the statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

GRUBER AND LOPEZ, INC.

Gruber and Lopez, Inc.

Newport Beach, California
December 4, 2025

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Management's Discussion and Analysis (Unaudited)

As management of the City of Gardena (City), California, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2025. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report, as well as with the City's financial statements, which follow this discussion.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the 2024-2025 fiscal year by $48,067,647, which resulted in the City having a positive net position. The positive net positions were due primarily to GASB No. 75 *Accounting and Financial Reporting for Postemployment benefits other than pensions and lowering of Long-Term Liabilities -Due in more than one year* and higher fund balances for various grants received during the fiscal year. The Net Pension Liabilities and Other post-employment benefits (OPEB) were included within the government-wide financial statements for both governmental and business-type financial reporting. At close of 2024-2025 fiscal year, the City's Net Pension Liabilities were $25,370,960 and $1,501,014 for governmental and business-type activities for a total of $26,871,974. The City's Other post-employment benefit liabilities were $60,080,037 and $9,753,373 for governmental and business-type activities for a total of $69,833,410. The Long-Term Liabilities were $112,344,803 and $19,923,080 for governmental and business-type activities for a total of $132,267,883 of which $89,355,440 is for the 2020 Taxable Pension Obligation Bonds; $70,547,863 for governmental and $18,807,577 for business-type activities.

- The City's total net position increased by $25,301,425 in 2024-2025. Net position of governmental activities increased by $29,637,635 while net position of business type activities decreased by $4,336,210. The increase in governmental activities was due primarily to 1) Additional Tax Revenue compared to the prior year in the amount of around $4.1 million as the economy continued to improve. 2) Additional grants received during the fiscal year. 3) Investment income increased by $3 million due to active investment management and higher interest rates. 4) Overall 8% decreased in expenses compared to prior year.

- At the close of the 2024-2025 fiscal year, the City's governmental funds reported combined fund balances of $104,391,859, an increase of $8,817,918 or 9.2% in comparison to the prior year. General Fund increased by $7,432,436 or 12.5%. The increase is due primarily to increases in tax revenue, which was higher than prior year by about $1.2 Million. The City's Use of Money and Property, primarily its return on investments increase by $1.4 million compared to the prior year because of higher investment returns and a greater fair market value on its investments. The City's General Fund expenditures were approximately $5.5 million higher compared to the previous year's amount due to additional CalPERS unfunded accrued liability (UAL) payment and cost of living adjustments. Nonmajor Governmental Funds increased by $5,411,698 or 35%, as a result of the City receiving additional grants for various projects. City Debt Service fund balance decreased by $4,087,650 due to the draw down of reserve for the fiscal year.

- At the end of the 2024-2025 fiscal year, the unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was $67,049,419 or approximately 85.3% of total General Fund expenditures.

- The City's long-term liabilities decreased by $6,374,641 or 4.6% compared to prior year based on the City paying the annual debt service principal payments for the applicable debts during the fiscal year.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements; 2) fund financial statements; and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information about all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, community development, and recreation and human services. The business-type activities of the City include GTrans and the City's Sewer Maintenance Program.

The government-wide financial statements can be found on pages 20-23 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Overview of the Financial Statements (Continued)

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City maintains thirteen (13) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Economic Development Grants Special Revenue Fund, City Debt Service Fund, and the Capital Projects Fund, which are considered to be major funds. Data from the other ten (9) governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The governmental fund financial statements can be found on pages 28-34 of this report.

Proprietary Funds. The City maintains two (2) different types of proprietary funds. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its transit operation and for its sewer maintenance. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the management of its retained risks which includes liability insurance, workers' compensation, and health insurance. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the transit operation and for the sewer maintenance, both of which are considered to be major funds of the City. Conversely, internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds are provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The proprietary fund financial statements can be found on pages 35-41 of this report.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 47-97 of this report.

Overview of the Financial Statements (Continued)

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's funding its obligation to provide pension and OPEB benefits to its employees and includes Budgetary Comparison schedules for the General Fund and the Economic Development Grants Special Revenue Fund. Required supplementary information can be found on pages 101-117 of this report.

The combining statements, referred to earlier in connection with nonmajor governmental funds and internal service funds, are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 120-153 of this report.

Government-wide Overall Financial Analysis

As noted earlier, net position, over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $48,067,647 at the close of the 2024-2025 fiscal year.

CITY OF GARDENA NET POSITION

	Governmental Activities		Business-type Activities		TOTAL	
	2025	2024	2025	2024	2025	2024
Current and Non Current assets	$ 150,307,999	$ 137,382,203	$ 13,926,181	$ 16,194,626	$ 164,234,180	$ 153,576,829
Aggregate net pension assets	-	-	-	-	-	-
Capital assets	80,003,335	68,997,398	81,956,696	86,686,881	161,960,031	155,684,279
Total Assets:	230,311,334	206,379,601	95,882,877	102,881,507	326,194,211	309,261,108
Deferred outflow of resources related to pensions	19,916,992	29,842,051	1,021,412	2,156,356	20,938,404	31,998,407
Deferred outflow of resources related to OPEB	11,371,679	10,053,521	3,252,195	2,218,832	14,623,874	12,272,353
Total deferred outflows of resources:	31,288,671	39,895,572	4,273,607	4,375,188	35,562,278	44,270,760
Current liabilities	34,652,085	31,453,953	21,220,372	24,259,325	55,872,457	55,713,278
Non-current liabilities						
Long-term liabilities-Due in more than one year	112,622,815	118,483,307	19,923,080	20,437,229	132,545,895	138,920,536
Aggregate net pension liabilities	25,370,960	27,771,137	1,501,014	1,839,594	26,871,974	29,610,731
Aggregate net other postemployment benefits liabilities	60,080,037	63,718,901	9,753,373	8,263,284	69,833,410	71,982,185
Subtotal Non-current liabilities	198,073,812	209,973,345	31,177,467	30,540,107	229,251,279	240,513,452
Total Liabilities:	232,725,897	241,427,298	52,397,839	54,799,432	285,123,736	296,226,730
Deferred inflows of resources related to pensions	10,424,601	20,535,195	43,869	326,854	10,468,470	20,862,049
Deferred inflows of resources related to OPEB	17,308,725	12,809,533	787,911	867,334	18,096,636	13,676,867
Total deferred outflows of resources:	27,733,326	33,344,728	831,780	1,194,188	28,565,106	34,538,916
Net Investment in Capital Assets	64,707,716	54,842,470	80,417,960	81,080,908	145,125,676	135,923,378
Restricted	37,370,265	71,938,998	-	-	37,370,265	71,938,998
Unrestricted (deficit)	(100,937,199)	(155,278,321)	(33,491,095)	(29,817,833)	(134,428,294)	(185,096,154)
Total Net Position:	$ 1,140,782	$ (28,496,853)	$ 46,926,865	$ 51,263,075	$ 48,067,647	$ 22,766,222

Government-wide Overall Financial Analysis (Continued)

By far, the largest portion of the City's net position reflects its net investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The City's largest liabilities are their Long-term liabilities - Due in more than one year, which decreased to $132,545,895 for the fiscal year 2024-2025, a decrease of $6,374,641 or 4.6%, mainly from the debt service payment. The other additional long-term liabilities are Other Post-Employment Benefits (OPEB) of $69,833,410, a decrease of $2,148,775 or 3% compared to the prior year; this decrease is related to the increase in contributions and 115 OPEB trust asset value, which helped reduce the estimated liabilities. These two liabilities total $202,379,305, or 88%, of the total liability balance of $229,251,279 at June 30, 2025. The remaining liability is the pension liability, which decreased by 9% or $2,738,757.

An additional portion of the City's net position (Restricted) represents resources that are subject to external restrictions on how they may be used. The remaining balance of $ (134,428,294) is unrestricted and if positive, may be used to meet the government's ongoing obligations to its citizens and creditors which include the net debt, and OPEB liabilities.

At the end of the 2024-2025 fiscal year, the City is able to report positive balances in all reported categories of net position with the exception of unrestricted, both for the government as a whole, as well as for its separate governmental and business-type activities. The negative in unrestricted net position is a result of 1) Long term Liabilities- Due in more than one year which includes the pension bond debt as a result of the 2020 Taxable Pension Obligation Bond 2) GASB 75, which is for other post-employment benefit liabilities; 3) GASB 68, which is for pension liabilities.

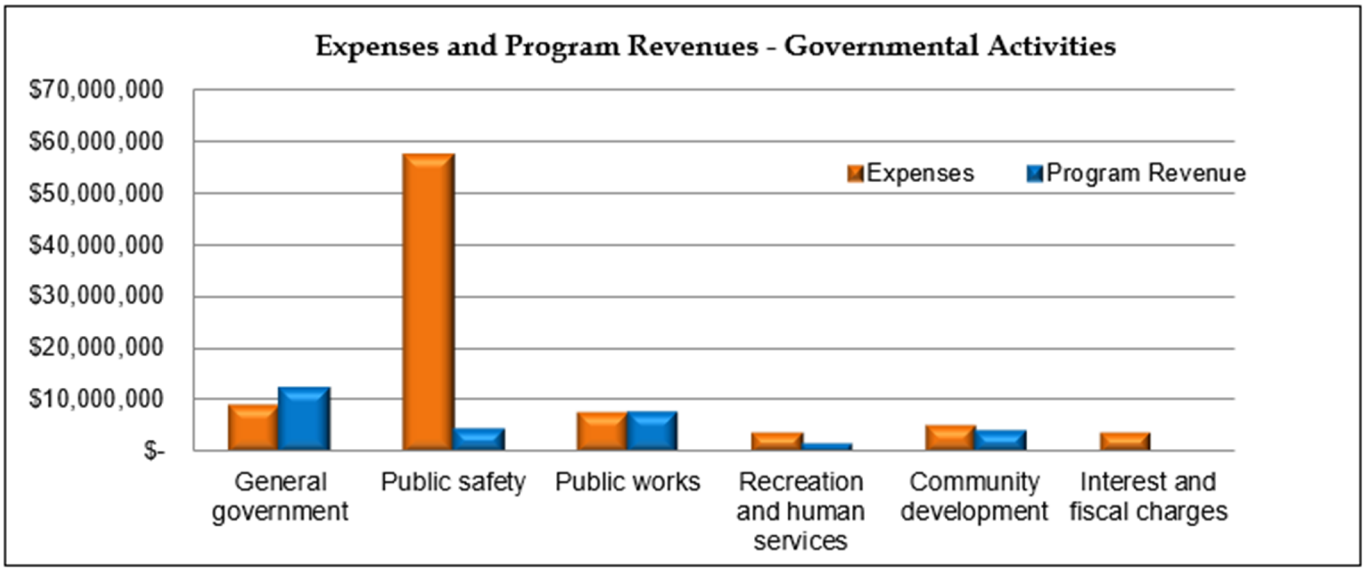
The City's overall net position increased by $25,310,425 from the prior fiscal year. The reasons for this overall increase are discussed in the below sections for governmental activities and business-type activities.

Governmental Activities. During 2024-2025 fiscal year, net position for governmental activities increased by $29,637,635 from the prior fiscal year for an ending balance of $1,140,782. The increase in the overall net position was primarily related to: 1) City received additional grants for various projects or $3.8 million increase in ; 2) Other taxes including UUT and TOT, increased by $4.1 million or 6% from prior year; 3) Expenses decreased by 8% or $7.4 million mainly due to large expenses from last fiscal year; 4) Investment income and miscellaneous revenue increased by 89% or $3.3 million from active investment management strategy and higher interest yield. The Governmental activities total revenues increased by $6,339,589 or 5.7% compared to fiscal year 2023-2024.

Government-wide Overall Financial Analysis (Continued)

CITY OF GARDENA'S CHANGES IN NET POSITION

	Governmental Activities		Business -type Activities		TOTAL	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program Revenues:						
Charges for services	$ 15,104,323	$ 18,164,245	$ 4,581,765	$ 4,493,095	$ 19,686,088	$ 22,657,340
Operating grants and contributions	11,866,495	8,113,744	28,022,172	22,853,192	39,888,667	30,966,936
Capital grants and contributions	3,083,454	5,535,276	2,815,854	30,651,564	5,899,308	36,186,840
General Revenues:						
Property taxes	10,874,154	10,141,426	-	-	10,874,154	10,141,426
Sales and other taxes	68,065,191	63,952,330	-	-	68,065,191	63,952,330
Investment income and miscellaneous	6,912,795	3,659,802	1,064,789	624,943	7,977,584	4,284,745
Total Revenues:	115,906,412	109,566,823	36,484,580	58,622,794	152,390,992	168,189,617
Expenses:						
General government	9,107,752	10,765,058	-	-	9,107,752	10,765,058
Public safety	56,285,591	53,473,334	-	-	56,285,591	53,473,334
Public works	8,013,865	11,783,411	-	-	8,013,865	11,783,411
Recreation and human services	3,220,079	8,503,950	-	-	3,220,079	8,503,950
Community development	6,125,888	5,022,928	-	-	6,125,888	5,022,928
Interest and fiscal charges	3,715,867	3,233,912	-	-	3,715,867	3,233,912
Enterprise operations	-	-	40,620,525	33,696,792	40,620,525	33,696,792
Total Expenses:	86,469,042	92,782,593	40,620,525	33,696,792	127,089,567	126,479,385
Increase (decrease) in Net Position before other revenues and transfers	29,437,370	16,784,230	(4,135,945)	24,926,002	25,301,425	41,710,232
Transfers	200,265	158,160	(200,265)	(158,160)	-	-
Change in Net Position	29,637,635	16,942,390	(4,336,210)	24,767,842	25,301,425	41,710,232
Net position- beginning of year	(28,496,853)	(45,439,243)	51,263,075	26,495,233	22,766,222	(18,944,010)
Net position - end of year	**$ 1,140,782**	**$ (28,496,853)**	**$ 46,926,865**	**$ 51,263,075**	**$ 48,067,647**	**$ 22,766,222**



Government-wide Overall Financial Analysis (Continued)

Business-type Activities. In the 2024-2025 fiscal year, the City's *business-type activities* decreased the net position by $4,336,210 compared to the prior year balance, for the fiscal year ended June 30, 2025. Business-type activities revenue decreased by $22,138,214 or approximately 38% compared to the prior year for a total of $36,484,580 in revenues at year-end. In comparison to the prior fiscal year, the charges for services increased by $88,670 or 2% with charges for services remaining constant with prior years. Operating grants and contributions increased by $5,168,980 or 22.6% compared to the prior fiscal year. Operation costs increased by $6,923,734 or 20.5%, which was largely due to the cost-of-living expenses paid to employees and higher operating costs. Capital grants and contributions decreased by $27,835,710 or approximately 91% primarily due to the major acquisition in prior fiscal year, which includes the 21 CNG buses and 7 zero-emission buses. Investment income and miscellaneous increased by $439,846 or 70.4% compared to the prior year due to the City exploring additional investment options within its investment policy and earning significantly higher interest rates.

Financial Analysis of Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information about near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, an unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

On June 30, 2025, the City's governmental funds reported combined fund balances of $104,391,859 an increase of $8,817,918 or 9% in comparison with the prior year. Approximately 0.3% of this amount or $298,796 constitutes an *unassigned fund balance,* which is available for spending at the government's discretion. The remainder of the fund balance is either *nonspendable, restricted, committed,* or assigned to indicate that it is: 1) not in spendable form $408,842; 2) restricted for purposes $36,989,142 ; 3) committed for purposes $36,418,505 ; or 4) assigned for purposes $30,276,574.

The General Fund is the chief operating fund of the City. At the end of the 2024-2025 fiscal year, the unassigned fund balance of the General Fund was $300,000, while the total fund balance increased from $59,616,983 to $67,049,419, an increase of $7,432,436 or a 12.5% increase from the prior year. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents approximately 0.3% of total General Fund expenditures, while total fund balance represents approximately 85.3% of that same amount.

Financial Analysis of Governmental Funds (Continued)

The fund balance of the City's General Fund increased by $7,432,436 during the 2024-2025 fiscal year. The Taxes make up 84.4% of the General Fund total revenues, which represents an increase of $1.2 million or approximately 2% from prior year. The increase is mainly from Motor Vehicle In-Lieu increased and property taxes which from increased assessed valuation. The use of money and property also increased by $1.4 million or 70% due to active investment management and higher interest rates.

The Economic Development Grants Special Revenue Fund, a major fund, had a decrease in fund balance of $455,444 during the fiscal year primarily due to receiving additional expenditures for the various development projects within the fiscal year.

The Debt Service Fund, a major fund, had a decrease of $2,050,418 in fund balance during the fiscal year, due to drawdown for project. The 2021 Lease Revenue Bond will be used to fund a portion of the new Gardena Community Aquatic & Senior Center, the cost of acquiring and renovating an existing building to be converted into a new Community Center and various park improvements.

The Capital Projects Fund, a major fund, had a fund balance of $301,894. During the fiscal year, the expenditures for this fund were being reimbursed by the project funding sources such as local and state grants. Therefore, no changes in the fund balance for the fiscal year.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

General Fund Budgetary Highlights

The final budget of $77,953,104 for revenue was amended with a decrease of $5,502,894 from the original adopted budget. Actual revenue compared to the final budget was up by $7.6 million or 9.8% compared to the final budget. This is primarily a result of an increase in tax revenue compared to the budget of about $4.3 million. The other major contribution is the increase in the use of money and property of $3 million over the final budgeted amount due to active investment activities and higher interest rates. A detailed budgetary comparison schedule for the year ended June 30, 2025, is presented as required supplementary information following the notes to the financial statements.

The final budget for combined General Fund expenditures was $76,812,790, which is $3.5 million lower than the original budget due to the cancellation of some capital projects. The actual expenditure total was less than the final budget by $1,828,004 or 2.3%, which was primarily due to salary savings from vacancies in various departments. A detailed budgetary comparison schedule for the year ended June 30, 2025, is presented as required supplementary information following the notes to the financial statements.

Capital Assets and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of June 30, 2025, amounts to $161,960,031 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, machinery, equipment, vehicles, park facilities, roads, and highways. The total increase in capital assets compared to prior year was $6,275,752 or 4%, primarily due to the completion of GTrans CNG Station Facility Project of $5,884,511.

CITY OF GARDENA'S CAPITAL ASSETS
(Net of depreciation)

	Governmental Activities		Business -type Activities		TOTAL	
	2025	2024	2025	2024	2025	2024
Non-depreciable assets:						
Land	$13,993,823	$13,993,823	$12,956,405	$12,956,405	$ 26,950,228	$26,950,228
Monuments	63,893	63,893	-	-	63,893	63,893
Investment in RCC - Non-Depreciable	223,346	-		-	223,346	-
Construction in progress	20,152,551	8,630,839	1,657,822	11,685,097	21,810,373	20,315,936
Total Non-depreciable assets	34,433,613	22,688,555	14,614,227	24,641,502	49,047,840	47,330,057
Capital assets/lease assets, being depreciated:						
Building/structures and improvements	5,503,384	7,388,121	23,015,441	24,038,350	28,518,825	31,426,471
Buses	-	-	31,551,735	34,917,212	31,551,735	34,917,212
Machinery and equipment	3,226,426	2,052,058	11,863,072	2,384,963	15,089,498	4,437,021
Furniture and fixtures	-	-	19,090	51,822	19,090	51,822
Infrastructure	-	-	454,803	488,492	454,803	488,492
Street lights network	129,237	172,317	-	-	129,237	172,317
Traffic lights network	226,247	238,817	-	-	226,247	238,817
Roadway network	33,831,292	35,234,310	-	-	33,831,292	35,234,310
Investment in RCC	1,511,834	-	-	-	1,511,834	-
Total depreciable assets (net)	44,428,420	45,085,623	66,904,141	61,880,839	111,332,561	106,966,462
Intangible assets, being amortized						
Right-to-use lease assets	486,832	548,127	13,613	17,694	500,445	565,821
Right-to-use subscription assets	654,470	675,093	424,715	146,846	1,079,185	821,939
Total intangible assets, (net)	1,141,302	1,223,220	438,328	164,540	1,579,630	1,387,760
Total capital assets	80,003,335	68,997,398	81,956,696	86,686,881	161,960,031	155,684,279

Major capital asset events during the 2024-2025 fiscal year included the following:

- Completion of the GTrans CNG Station Facility Project
- Completion of the Demolition of the Community Building on Rosecrans
- Completion of Marked Crosswalk on Vermont and 133rd Street
- Completion of Pedestrian Safety Improvement FY2023-24 Project
- Completion of Nakaoka Community Center HVAC Upgrade

Additional information on the City's capital assets can be found in Note 7 on pages 67-68 of this report.

Long-Term Liabilities. At the end of the 2024-2025 fiscal year, the City had total bonded debt outstanding of $99,579,479. The City's long-term liabilities, excluding compensated absences and claim payables, decreased by $5,983,018 or approximately 5% compared to prior year based on the City paying the annual debt service principal payments for the applicable debts below during the fiscal year.

CITY OF GARDENA'S OUTSTANDING DEBT

	Governmental Activities		Business-Type Activities		TOTAL	
	2025	2024	2025	2024	2025	2024
Refunding Revenue Bonds	$ 9,550,000	$ 9,750,000	$ -	$ -	$ 9,550,000	$ 9,750,000
Certificates of Participation	4,570,000	5,275,000	-	-	4,570,000	5,275,000
Direct Purchase Lease	-	-	-	-	-	-
- Bond discount	(150,521)	(164,405)	-	-	(150,521)	(164,405)
Pension Obligation Bonds	66,802,423	70,547,863	18,807,577	19,862,137	85,610,000	90,410,000
Lease Revenue Bonds	11,485,000	11,975,000	-	-	11,485,000	11,975,000
- Bond premium	1,688,695	1,795,349	-	-	1,688,695	1,795,349
SCE On-Bill Financing Loan	7,000	14,769	-	-	7,000	14,769
Loan Payable	-	3,804,551	-	-	-	3,804,551
Lease Payable	497,070	544,477	13,613	17,884	510,683	562,361
Subscription liabilites	613,661	617,471	424,715	154,290	1,038,376	771,761
Claim Payable	17,743,439	15,709,264	-	-	17,743,439	15,709,264
Compensated absences	11,811,179	10,421,122	2,514,968	2,037,065	14,326,147	12,458,187
	124,617,946	130,290,461	21,760,873	22,071,376	146,378,819	152,361,837

The City maintains an existing lease rating of "A+" rating from Standard & Poor's and an "A1" rating with Moody's for its general fund lease supported debt as of June 30, 2025. The City's issuer ratings are "AA-" with S & P and "Aa3" with Moody's.

Additional information about the City's long-term debt can be found in Note 8 on pages 69-76 of this report.

Economic Factors and Next Year's Budget and Rates

As a result of the City's fiscally conservative approach taken these past couple of years, the City finds itself in a financially stable position, which allowed the City in its adopted budget for fiscal year 2024-2025 & fiscal year 2025-2026, to budget for and add a total of 14.45 full-time equivalent (FTE) positions, as well as investments in seniors, youth and community service programs and the largest budgeted Capital Improvement Program in the Cities history with over $70.7 million budgeted for the budget cycle.

The City adopted the biennial budget for Fiscal Year 2024-2025 & 2025-2026 budget on June 25, 2024. The Fiscal Year 2025-2026 budget was amended on June 24, 2025, with the total General Fund revenue of $87,404,784 with expenditures of $87,331,738 for a surplus of $73,046.

In 2025-2026 the Top 5 Amended Budgeted General Fund revenue sources, which make up 74% of the City's General Fund, include: 1) Sales and Use Tax - $28 million (32%), 2) Property Taxes - $11.1 million (13%), 3) Card Club Gross Revenue Fees - $9.2 million (10%), 4) Vehicle License Fees - $9.4 million (11%), and 5) Utility Users Tax - $7.2 million (8%).

The Amended General Fund expenditures were $87,331,738, with the Police Department making up $38.4 million or 44%, Non-Departmental (including the Fire Department and our South Bay Regional Public Communications Authority) $16.6 million or 19%, Transfers Out at $8.1 million or 9%, Public Works at $7.6 million or 9%, Recreation and Human Services at $6.7 million or 8%, Elected and City Managers Offices at $2.9 million or 3.3%, Community Development Department at $3.6 million or 4.1% and the Administrative Services Department at $3.4 million or 3.9%.

While the City is on solid economic footing with diverse revenue base and prudent fiscal management, potential fiscal challenges remain. As we look to futures years, the continued reliance on card clubs' revenue fee resurfaces as a major threat to the General Fund budget due to the recently signed casino legislation, the Gaming: Tribal Nations Access to Justice Act (SB 549). A court declaration in favor of the Indian tribe would stop almost all controlled Vegas-style games operated by the local card clubs. The potential adverse financial impact to the City would be the loss of $8-$10 million per fiscal year. In October 2025, the court dismissed the case, but the plaintiff is appealing.

The City will continue to be challenged by the raising CalPERS pension costs. The City, like many others, has a significant unfunded pension benefit liability with CalPERS. The City's net total unfunded pension liability was $26.8 million as of June 30, 2025, per the CalPERS actuarial valuation. The City has been proactive and taken steps to reduce its unfunded pension liability including adopting the UAL policy during the issuance of the Pension Obligation Bonds in 2020. The City will continue to evaluate the projected contributions and funding levels and various options to lower the liability.

One of the immediate financial challenges confronting the City arose in July 2023, when the Los Angeles County Fire Department requested an amendment to the existing contract to include an annual cost share of $1.7 million. This change would add $1.7 million to the City's General Fund expenditures, along with a recurring 5%–6% increase each year. The City is actively negotiating with the Fire Department and reviewing all possible options to address this issue.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's and to show the city's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Administrative Services Department, 1700 W. 162nd Street, Gardena, CA 90247.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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BASIC FINANCIAL STATEMENTS

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

City of Gardena
Statement of Net Position
June 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments	$ 109,889,991	$ 19,646,421	$ 129,536,412
Receivable, net	8,504,392	580,357	9,084,749
Due from other governments	4,609,252	2,804,751	7,414,003
Internal balances	9,987,259	(9,987,259)	-
Prepaid items	385,489	43,024	428,513
Inventories	52,628	838,887	891,515
Total current assets	133,429,011	13,926,181	147,355,192
Noncurrent assets:			
Restricted cash and investments:			
Cash with fiscal agent	15,092,284	-	15,092,284
Loans receivable	1,786,704	-	1,786,704
Capital assets:			
Capital assets, not being depreciated	34,433,613	14,614,227	49,047,840
Capital assets, being depreciated	44,428,420	66,904,141	111,332,561
Intangible asset, being amortized	1,141,302	438,328	1,579,630
Total capital assets	80,003,335	81,956,696	161,960,031
Total noncurrent assets	96,882,323	81,956,696	178,839,019
Total assets	230,311,334	95,882,877	326,194,211
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows of resources	19,916,992	1,021,412	20,938,404
OPEB related deferred outflows of resources	11,371,679	3,252,195	14,623,874
Total deferred outflows of resources	31,288,671	4,273,607	35,562,278

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Net Position (Continued)
June 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
LIABILITIES			
Current liabilities:			
Accounts payable	7,873,849	1,191,221	9,065,070
Accrued liabilities	114,633	179,302	293,935
Salaries and benefits payable	891,735	344,691	1,236,426
Due to other governments	1,092,823	-	1,092,823
Retention payable	960,711	-	960,711
Deposits payable	4,520,483	-	4,520,483
Unearned revenue	6,452,611	17,745,531	24,198,142
Accrued interest payable	750,109	12,649	762,758
Compensated absences - due within one year	2,084,224	502,994	2,587,218
Claims payable - due within one year	3,936,012	-	3,936,012
Long-term debt - due within one year	5,974,895	1,243,984	7,218,879
Total current liabilities	34,652,085	21,220,372	55,872,457
Noncurrent liabilities:			
Compensated absences - due in more than one year	9,726,955	2,011,974	11,738,929
Claims payable - due in more than one year	13,807,427	-	13,807,427
Long-term debt - due in more than one year	89,088,433	17,911,106	106,999,539
Aggregate net pension liabilities	25,370,960	1,501,014	26,871,974
Aggregate net OPEB liabilities	60,080,037	9,753,373	69,833,410
Total noncurrent liabilities	198,073,812	31,177,467	229,251,279
Total liabilities	232,725,897	52,397,839	285,123,736
DEFERRED INFLOWS OF RESOURCES			
Pension related deferred inflows of resources	10,424,601	43,869	10,468,470
OPEB related deferred inflows of resources	17,308,725	787,911	18,096,636
Total deferred inflows of resources	27,733,326	831,780	28,565,106
NET POSITION			
Net investment in capital assets	64,707,716	80,417,960	145,125,676
Restricted for:			
Law enforcement	3,425,402	-	3,425,402
Local street improvements	10,691,870	-	10,691,870
Economic development	6,033,175	-	6,033,175
Capital projects	6,817,525	-	6,817,525
Human services	62,900	-	62,900
Debt service	10,339,393	-	10,339,393
Total restricted	37,370,265	-	37,370,265
Unrestricted (Deficit)	(100,937,199)	(33,491,095)	(134,428,294)
Total net position	$ 1,140,782	$ 46,926,865	$ 48,067,647

See accompanying notes to the basic financial statements.

City of Gardena

Statement of Activities

For the Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Program Revenues: Total Program Revenue
Primary Government:					
Governmental activities:					
General government	$ 9,107,752	$ 10,706,359	$ 1,685,513	$ -	$ 12,391,872
Public safety	56,285,591	1,329,081	2,830,299	327,203	4,486,583
Public works	8,013,865	312,825	4,714,940	2,600,830	7,628,595
Recreation and human services	3,220,079	523,835	871,016	-	1,394,851
Community development	6,125,888	2,232,223	1,764,727	155,421	4,152,371
Interest	3,715,867	-	-	-	-
Total governmental activities	86,469,042	15,104,323	11,866,495	3,083,454	30,054,272
Business-type activities:					
GTrans	38,864,525	2,047,491	28,022,172	2,815,854	32,885,517
Sewer	1,756,000	2,534,274	-	-	2,534,274
Total business-type activities	40,620,525	4,581,765	28,022,172	2,815,854	35,419,791
Total primary government	$ 127,089,567	$ 19,686,088	$ 39,888,667	$ 5,899,308	$ 65,474,063

See accompanying notes to the basic financial statements.

City of Gardena

Statement of Activities (Continued)

For the Year Ended June 30, 2025

Functions/Programs	Net (Expenses) Revenues and Changes in Net Position		
	Governmental Activities	Business-type Activities	Total
Primary Government:			
Governmental activities:			
General government	$ 3,284,120	$ -	$ 3,284,120
Public safety	(51,799,008)	-	(51,799,008)
Public works	(385,270)	-	(385,270)
Recreation and human services	(1,825,228)	-	(1,825,228)
Community development	(1,973,517)	-	(1,973,517)
Interest and fiscal charges	(3,715,867)	-	(3,715,867)
Total governmental activities	(56,414,770)	-	(56,414,770)
Business-type activities:			
GTrans	-	(5,979,008)	(5,979,008)
Sewer	-	778,274	778,274
Total business-type activities	-	(5,200,734)	(5,200,734)
Total primary government	(56,414,770)	(5,200,734)	(61,615,504)
General revenues:			
Property taxes	10,874,154	-	10,874,154
Sales taxes	31,656,201	-	31,656,201
Business license	3,153,491	-	3,153,491
Utility users taxes	6,829,968	-	6,829,968
Franchise taxes	3,572,251	-	3,572,251
Card club	8,808,950	-	8,808,950
Other taxes	4,901,510	-	4,901,510
Total taxes	69,796,525	-	69,796,525
Vehicle license - unrestricted	9,142,820	-	9,142,820
Investment income	5,315,119	1,064,789	6,379,908
Miscellaneous	1,597,676	-	1,597,676
Total general revenues	85,852,140	1,064,789	86,916,929
Transfers	200,265	(200,265)	-
Change in net position	29,637,635	(4,336,210)	25,301,425
Net position (deficit) - beginning of year	(28,496,853)	51,263,075	22,766,222
Net position (deficit) - end of year	$ 1,140,782	$ 46,926,865	$ 48,067,647

See accompanying notes to the basic financial statements.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements
Fiduciary Fund Financial Statements

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund - To account for and report all financial resources not accounted for and reported in another fund.

Economic Development Grants Special Revenue Fund - To account for the fourteenth funds used for housing, environmental issues, and land use improvement. Six of the funds receive pass-through funding from the California U.S. Department of Housing and Urban Development ("HUD") or program income to assist cities and counties to create and retain affordable housing and community projects. Eligible activities include housing rehabilitation loans to benefit lower income owners and loans for development of the low-income senior rental property. One fund is used to provide park or recreational facilities using fees received from the developers as required by the City's ordinance. Two funds receive funding from the U.S. Environmental Protection Agency ("EPA"). These grants are used to empower communities and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably use brownfields (previously unusable land) reuse contaminated properties. Two funds receive funding from the California Department of Housing and Community Development ("HCD") to assist local government for the preparation, adoption, and implementation of planning and process improvements that streamline housing approvals and accelerate housing production. One fund to account for development impact fee to provide infrastructure and facility improvements as required by City's ordinance. One fund to account for a community project grant from the California Department of Technology (DOT).

City Capital Projects Fund - Represents the financial resources that are restricted, committed or assigned to expenditures for capital outlay.

City Debt Service Fund - To account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Nonmajor Governmental Funds - To account for the aggregate of all the nonmajor governmental funds.

City of Gardena
Balance Sheet
Governmental Funds
June 30, 2025

	Major Funds			
	General Fund	Economic Development Grants Special Revenue Fund	City Capital Projects Fund	City Debt Service Fund
ASSETS				
Cash and investments	$ 62,061,214	$ 10,719,086	$ 5,682,204	$ -
Cash and investments with fiscal agents	-	-	-	15,092,284
Receivables:				
Accounts	1,815,721	-	-	-
Taxes	5,838,983	-	-	-
Interest	63,144	-	-	-
Employees	42,979		-	-
Loans	-	1,786,704	-	-
Inventories	52,628	-	-	-
Prepaid items and deposits	303,605	-	-	2,297
Due from other governments	-	-	-	-
Due from other funds	4,771,460	-	-	-
Total assets	$ 74,949,734	$ 12,505,790	$ 5,682,204	$ 15,094,581
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 2,350,169	$ 20,004	$ 4,422,028	$ -
Accrued liabilities	65,472	-	-	-
Salaries and benefits payable	872,373	-	-	-
Due to other funds	-	-	-	4,754,095
Due to other governments	-	-	-	-
Unearned revenues	-	6,452,611	-	-
Retention payable	-	-	958,283	-
Deposits payable	4,520,483	-	-	-
Total liabilities	7,808,497	6,472,615	5,380,311	4,754,095
Deferred Inflows of Resources:				
Unavailable revenue	91,818	-	-	-
Total deferred inflows of resources	91,818	-	-	-
Fund Balances:				
Nonspendable	356,233	-	-	2,297
Restricted	-	6,033,175	-	10,339,393
Committed	36,116,612	-	301,893	-
Assigned	30,276,574	-	-	-
Unassigned	300,000	-	-	(1,204)
Total fund balances	67,049,419	6,033,175	301,893	10,340,486
Total liabilities, deferred inflows of resources and fund balances	$ 74,949,734	$ 12,505,790	$ 5,682,204	$ 15,094,581

See accompanying notes to the basic financial statements.

City of Gardena
Balance Sheet (Continued)
Governmental Funds
June 30, 2025

	Nonmajor Governmental Funds	Total
ASSETS		
Cash and investments	$ 17,422,578	$ 95,885,082
Cash and investments with fiscal agents	-	15,092,284
Receivables:		
Accounts	265,595	2,081,316
Taxes	451,961	6,290,944
Interest	-	63,144
Employees	-	42,979
Loans	-	1,786,704
Inventories	-	52,628
Prepaid items and deposits	50,312	356,214
Due from other governments	4,609,252	4,609,252
Due from other funds	-	4,771,460
Total assets	$ 22,799,698	$ 131,032,007
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES		
Liabilities:		
Accounts payable	$ 602,224	$ 7,394,425
Accrued liabilities	-	65,472
Salaries and benefits payable	11,956	884,329
Due to other funds	17,365	4,771,460
Due to other governments	1,092,823	1,092,823
Unearned revenues	-	6,452,611
Retention payable	2,428	960,711
Deposits payable	-	4,520,483
Total liabilities	1,726,796	26,142,314
Deferred Inflows of Resources:		
Unavailable revenue	406,016	497,834
Total deferred inflows of resources	406,016	497,834
Fund Balances:		
Nonspendable	50,312	408,842
Restricted	20,616,574	36,989,142
Committed	-	36,418,505
Assigned	-	30,276,574
Unassigned	-	298,796
Total fund balances	20,666,886	104,391,859
Total liabilities, deferred inflows of resources and fund balances	$ 22,799,698	$ 131,032,007

See accompanying notes to the basic financial statements.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2025

Total Fund Balances - Total Governmental Funds		$ 104,391,859
Amounts reported for governmental activities in the Statement of Net Position were reported differently because:		
Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet.		
Capital assets, not being depreciated	$ 34,433,613	
Capital assets, depreciable	132,891,445	
Less accumulated depreciation	(88,463,025)	
Right-to-use lease assets	889,592	
Right-to-use lease assets accumulated amortization	(402,760)	
Right-to-use subscription assets	1,795,336	
Right-to-use subscription assets accumulated amortization	(1,140,866)	80,003,335
Interest in recognized when due, and therefore, interest payable is not reported in the governmental funds.		(750,109)
Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities.		
Long-term debt - due within one year		(5,974,895)
Long-term debt - due in more than one year		(89,088,433)
Compensated absences - due within one year		(2,084,224)
Compensated absences - due in more than one year		(9,726,955)
Net pension liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements.		
Pension related deferred outflows of resources		19,916,992
Aggregate net pension liabilities		(25,370,960)
Pension related deferred inflows of resources		(10,424,601)
Net other postemployment benefits liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:		
OPEB related deferred outflows of resources		11,371,679
Aggregate net OPEB liabilities		(60,080,037)
OPEB related deferred inflows of resources		(17,308,725)
Internal service funds are used by management to charge the costs of general liability, workers; compensation and health benefit claims to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Government-Wide Statement of Net Position (net of $9,987,259 allocated to business-type activities).		5,768,022
Revenues earned but not available to pay for current expenditures for governmental funds are unavailable.		497,834
Net position of governmental activities		$ 1,140,782

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2025

	Major Funds			
	General Fund	Economic Development Grants Special Revenue Fund	City Capital Projects Fund	City Debt Service Fund
REVENUES:				
Taxes	$ 72,234,462	$ -	$ -	$ -
Licenses and permits	1,967,596	-	-	-
Intergovernmental	501,611	528,716	-	-
Charges for services	5,941,699	157,000	-	5,952,098
Fines, forfeitures, and penalties	1,017,194	11,251	-	-
Use of money and property	3,384,334	161,308	-	626,280
Miscellaneous	517,710	137,542	-	-
Total revenues	85,564,606	995,817	-	6,578,378
EXPENDITURES:				
Current:				
General government	7,746,625	-	-	-
Public safety	51,354,947	-	-	-
Public works	7,853,200	-	-	-
Recreation and human services	5,659,246	373,912	-	-
Community development	3,513,725	25,567	-	-
Capital outlay	1,886,398	79,459	13,297,684	-
Debt service:				
Principal retirement	536,927	-	-	5,140,440
Interest and fiscal charges	89,726	-	-	3,475,170
Total expenditures	78,640,794	478,938	13,297,684	8,615,610
REVENUES OVER (UNDER) EXPENDITURES	6,923,812	516,879	(13,297,684)	(2,037,232)
OTHER FINANCING SOURCES (USES):				
Transfers in	3,614,730	4,048	13,297,683	2,692,510
Transfers out	(3,591,816)	(459,492)	-	(4,742,928)
Issuance of subscription debt	485,710	-	-	-
Total other financing sources (uses)	508,624	(455,444)	13,297,683	(2,050,418)
NET CHANGE IN FUND BALANCE	7,432,436	61,435	(1)	(4,087,650)
Fund balances, beginning of year	59,616,983	5,971,740	301,894	14,428,136
Fund balances, end of year	$ 67,049,419	$ 6,033,175	$ 301,893	$ 10,340,486

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Governmental Funds
For the Year Ended June 30, 2025

	Nonmajor Governmental Funds	Total
REVENUES:		
Taxes	$ 4,369,171	$ 76,603,633
Licenses and permits	-	1,967,596
Intergovernmental	16,493,661	17,523,988
Charges for services	-	12,050,797
Fines, forfeitures, and penalties	35,381	1,063,826
Use of money and property	790,569	4,962,491
Miscellaneous	61,643	716,895
Total revenues	21,750,425	114,889,226
EXPENDITURES:		
Current:		
General government	32	7,746,657
Public safety	286,211	51,641,158
Public works	2,591,995	10,445,195
Recreation and human services	964,529	6,997,687
Community development	1,154,922	4,694,214
Capital outlay	47,579	15,311,120
Debt service:		
Principal retirement	78,084	5,755,451
Interest and fiscal charges	905	3,565,801
Total expenditures	5,124,257	106,157,283
REVENUES OVER (UNDER) EXPENDITURES	16,626,168	8,731,943
OTHER FINANCING SOURCES (USES):		
Transfers in	60,634	19,669,605
Transfers out	(11,275,104)	(20,069,340)
Issuance of subscription debt	-	485,710
Total other financing sources (uses)	(11,214,470)	85,975
NET CHANGE IN FUND BALANCE	5,411,698	8,817,918
Fund balances, beginning of year	15,255,188	95,573,941
Fund balances, end of year	$ 20,666,886	$ 104,391,859

See accompanying notes to the basic financial statements.

City of Gardena

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance to the Governmental-wide Statement of Activities

For the Year Ended June 30, 2025

Net Change in Fund Balances - Total Governmental Funds		$ 8,817,918
Amounts reported for governmental activities in the Statement of Activities are different because:		
Acquisition of capital assets was reported as expenditures in the governmental funds. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over the estimated useful lives as depreciation expense. The following was the amount of capital assets recorded in the		
Capital outlay ($389,120) of capital outlay expenditures were for current public works expenditures for repairs and maintenance and therefore, were not capitalized.		20,124,702
Depreciation and amortization expenses on capital, lease, and subscription assets were reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources. Therefore, depreciation and amortization expenses were not reported as an expenditure in the governmental funds.		(9,118,765)
The fund financial statements record interest expenditures on the current financial resources of measurement focus whereas the Government-Wide financial statements recognize interest expense on the accrual basis. The reconciling amount was the change in accrued interest from the prior year.		40,012
Long-term compensated absences expense was reported in the Government-Wide Statement of Activities, but it did not require the use of current resources. Therefore, the increase in other postemployment benefits liability and net pension liabilities were not reported as an expenditure in the governmental funds.		(1,390,057)
Other postemployment benefits and pension expenses were reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, the increases in other postemployment benefits liability and net pension liabilities were not reported as an expenditure in the governmental funds.		
OPEB expense net of contribution made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as OPEB expenditures in the governmental funds.		457,830
Pension expense net of contributions made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as pension expenditures in the governmental funds.		2,585,712
Proceeds from long-term debt provided current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of bond principal was an expenditure in the governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.		
Principal repayments of long-term debt	$ 8,952,760	
Interest accrual on loans payables	536,927	
Proceeds from issuance of long-term debt	(485,710)	
Amortization of bond premium	106,654	
Amortization of bond discount	(13,884)	9,096,747
Internal service funds were used by management to charge the costs of certain activities, such as insurance, to individual funds. The net revenue of the internal service funds was reported with governmental activities (net of $749,481 allocated to business-type activities).		(566,516)
Unavailable revenue is not recognized as revenue in the governmental funds since the revenue is not available to fund expenditures of the current year.		(409,948)
Change in net position of governmental activities		$ 29,637,635

See accompanying notes to the basic financial statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

GTrans Enterprise Fund - To account for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City's bus line.

Sewer Enterprise Fund (Nonmajor) - To account for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstructions of the City's sanitary sewer system.

Internal Service Funds - To account for financing of goods and services provided by one department (general liability, workers' compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.

City of Gardena
Statement of Net Position
Proprietary Funds
June 30, 2025

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
ASSETS				
Current assets:				
Cash and investments	$ 14,046,261	$ 5,600,160	$ 19,646,421	$ 14,004,909
Account receivables, net	358,653	221,704	580,357	26,009
Due from other governments	2,804,751	-	2,804,751	-
Inventories	838,887	-	838,887	-
Prepaid items and deposits	40,450	2,574	43,024	29,275
Total current assets	18,089,002	5,824,438	23,913,440	14,060,193
Noncurrent assets:				
Capital assets, net	80,974,007	982,689	81,956,696	-
Total noncurrent assets	80,974,007	982,689	81,956,696	-
Total assets	99,063,009	6,807,127	105,870,136	14,060,193
DEFERRED OUTFLOWS OF RSOURCES				
Deferred outflows of resources related to pensions	962,654	58,758	1,021,412	-
Deferred outflows of resources related to other postemployment benefits	3,180,052	72,143	3,252,195	-
Total deferred outflows of resources	4,142,706	130,901	4,273,607	-

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Net Position (Continued)
Proprietary Funds
June 30, 2025

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
LIABILITIES				
Current liabilities:				
Accounts payable	1,191,221	-	1,191,221	479,424
Accrued liabilities	176,180	3,122	179,302	49,161
Salaries and benefits payable	335,843	8,848	344,691	7,406
Unearned revenue	17,745,531	-	17,745,531	-
Accrued interest payable	10,476	2,173	12,649	-
Compensated absences, due within one year	454,183	48,811	502,994	-
Lease payable, due withing one year	4,034	-	4,034	-
Subscription payable, due within one year	111,792	13,180	124,972	-
Long-term debt, due within one year	1,065,243	49,735	1,114,978	-
Claims payable, due within one year	-	-	-	3,936,012
Total current liabilities	21,094,503	125,869	21,220,372	4,472,003
Noncurrent liabilities:				
Compensated absences, due in more than one year	1,816,733	195,241	2,011,974	-
Long-term debt, due in more than one year	17,102,640	808,466	17,911,106	-
Claims payable, due in more than one year	-	-	-	13,807,427
Aggregate net pension laibility	1,414,666	86,348	1,501,014	-
Aggregate net other postemployment benefits liabilities	9,506,335	247,038	9,753,373	-
Total noncurrent liabilities	29,840,374	1,337,093	31,177,467	13,807,427
Total liabilities	50,934,877	1,462,962	52,397,839	18,279,430
DEFERRED INFLOWS OF RSOURCES				
Deferred inflows of resources related to pensions	41,345	2,524	43,869	-
Deferred inflows of resources related to other postemployment benefits	462,538	325,373	787,911	-
Total deferred inflows of resources	503,883	327,897	831,780	-
NET POSITION				
Net investment in capital assets	79,472,710	945,250	80,417,960	-
Unrestricted (deficit)	(27,705,755)	4,201,919	(23,503,836)	(4,219,237)
Total net position	$ 51,766,955	$ 5,147,169	$ 56,914,124	$ (4,219,237)
Net position reconciliation				
Net position of proprietary funds	$ 51,766,955	$ 5,147,169	$ 56,914,124	$ (4,219,237)
Adjustment to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	(10,102,279)	115,020	(9,987,259)	9,987,259
Net position of business-type activities	$ 41,664,676	$ 5,262,189	$ 46,926,865	
Net position of governmental activities				$ 5,768,022

See accompanying notes to the basic financial statements.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the year ended June 30, 2025

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
OPERATING REVENUES:				
Charges for services	$ 1,648,528	$ 2,530,554	$ 4,179,082	$ 18,233,959
Other	398,963	3,720	402,683	986,663
Total operating revenues	2,047,491	2,534,274	4,581,765	19,220,622
OPERATING EXPENSES:				
Salaries and benefits	18,586,918	1,031,417	19,618,335	261,279
Insurance claims	-	-	-	11,202,291
General and administrative	10,055,367	413,711	10,469,078	8,143,898
Depreciation and amortization	7,878,544	199,211	8,077,755	-
Other operating expenses	2,439,642	140,134	2,579,776	392,086
Total operating expenses	38,960,471	1,784,473	40,744,944	19,999,554
OPERATING INCOME	(36,912,980)	749,801	(36,163,179)	(778,932)
NON-OPERATING REVENUES (EXPENSES):				
Local transportation fund	3,990,153	-	3,990,153	-
Other local assistance	12,305,961	-	12,305,961	-
Federal transit assistance	1,500,000	-	1,500,000	-
State transit assistance fund	10,226,058	-	10,226,058	-
Interest income	864,554	200,235	1,064,789	361,897
Interest expense	(597,348)	(27,714)	(625,062)	-
Total non-operating revenues (expenses)	28,289,378	172,521	28,461,899	361,897
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(8,623,602)	922,322	(7,701,280)	(417,035)
CONTRIBUTIONS AND TRANSFERS				
Capital contributions	2,815,854	-	2,815,854	-
Transfers in	-	56,858	56,858	2,033,776
Transfers out	-	(257,123)	(257,123)	(1,433,776)
Total contributions and transfers	2,815,854	(200,265)	2,615,589	600,000
Change in net position	(5,807,748)	722,057	(5,085,691)	182,965
Net position (deficit), beginning of year	57,574,703	4,425,112	61,999,815	(4,402,202)
Net position (deficit), end of year	$ 51,766,955	$ 5,147,169	$ 56,914,124	$ (4,219,237)
Change in net position reconciliation:				
Change in net position of proprietary funds	$ (5,807,748)	$ 722,057	$ (5,085,691)	$ 182,965
Adjustments to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	693,294	56,187	749,481	(749,481)
Change in net position of business-type activities	$ (5,114,454)	$ 778,244	$ (4,336,210)	
Change in net position related to governmental activities				$ (566,516)

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2025

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	$ 1,639,216	$ 2,546,339	$ 4,185,555	$ 18,217,843
Receipts from claims and recoveries	-	-	-	986,663
Payments for insurance claims	-	-	-	(9,424,483)
Payments to suppliers	(16,645,781)	(507,901)	(17,153,682)	(8,231,383)
Payments to employees	(17,274,546)	(929,213)	(18,203,759)	-
Other receipts	398,963	3,720	402,683	-
Net cash provided (used by) operating activities	(31,882,148)	1,112,945	(30,769,203)	1,548,640
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:				
Transfers from other funds	-	62,871	62,871	2,033,776
Transfers to other funds	-	(263,136)	(263,136)	(1,433,776)
Principal payments on long term debt	(843,636)	(35,586)	(879,222)	-
Interest paid	(591,216)	(26,561)	(617,777)	-
Transit assistance funds received	32,897,091	-	32,897,091	-
Net cash provided (used by) non-capital financing activities	31,462,239	(262,412)	31,199,827	600,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition of capital assets	(3,192,615)	(154,955)	(3,347,570)	-
Receipt from capital grants	3,717,835	-	3,717,835	-
Net cash provided (used by) capital and related financing activities	525,220	(154,955)	370,265	-
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received	864,554	200,235	1,064,789	361,897
Net cash provided (used by) investing activities	864,554	200,235	1,064,789	361,897
Net increase (decrease) in cash and cash equivalents	969,865	895,813	1,865,678	2,510,537
Cash and equivalents, beginning of year	13,076,396	4,704,347	17,780,743	11,494,372
Cash and equivalents, end of year	$ 14,046,261	$ 5,600,160	$ 19,646,421	$ 14,004,909

See accompanying notes to the basic financial statements.

City of Gardena
Statement of Cash Flows (Continued)
Proprietary Funds
For the year ended June 30, 2025

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:				
Operating income (loss)	$ (36,912,980)	$ 749,801	$ (36,163,179)	$ (778,932)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation and amortization expenses	7,878,544	199,211	8,077,755	-
(Increase) decrease:				
Accounts receivable	(9,312)	15,785	6,473	(16,116)
Inventories	(72,296)	-	(72,296)	-
Prepaid items and deposits	28,857	45,651	74,508	57,705
Deferred outflows of resources - pensions	1,073,216	61,728	1,134,944	-
Deferred outflows of resources - OPEB	(1,035,608)	2,245	(1,033,363)	-
Increase (decrease):				
Accounts payable	(4,170,391)	(2,829)	(4,173,220)	276,078
Accrued liabilities	63,058	3,122	66,180	(29,182)
Accrued salaries and benefits payable	54,304	(8,313)	45,991	4,912
Compensated absences	388,497	89,406	477,903	-
Net pension liability	(322,947)	(15,633)	(338,580)	-
Net other postemployment benefits liability	1,560,738	(70,649)	1,490,089	-
Deferred outflows of resources - pensions	(267,389)	(15,596)	(282,985)	-
Deferred outflows of resources - OPEB	(138,439)	59,016	(79,423)	-
Claims payable	-	-	-	2,034,175
Total adjustments	5,030,832	363,144	5,393,976	2,327,572
Net cash provided (used) by operating activities	$ (31,882,148)	$ 1,112,945	$ (30,769,203)	$ 1,548,640

Supplemental disclosures of noncash investing and capital related financing activities:

The City had noncash financing transactions relating to operating leases on new equipment of $0 during the fiscal year June 30, 2025.

See accompanying notes to the basic financial statements.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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NOTES TO THE BASIC FINANCIAL STATEMENTS

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Gardena, California, (the "City") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant policies:

A. Financial Reporting Entity

The City was incorporated September 11, 1930, under the General Laws of the State of California. The City is governed by an elected five-member council.

Blended Component Unit

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body's financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship, if it appoints a voting majority of an organization's governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

Management determined that the following component unit should be blended based on the criteria above:

Although the following is legally separate from the City, it has been "blended" as though it is part of the City because the component unit's governing body is substantially the same as the City's and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component unit; and/or the component unit provides services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

City of Gardena Financing Agency - The City of Gardena Financing Agency ("the Agency") was created primarily to finance the acquisition of a public parking structure. The members of the City Council serve as the governing board of the Agency and there is a financial benefit or burden relationship between the City and the Agency. The Agency does not issue separate financial statements.

The City had no discretely presented component units.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Government-Wide Financial Statements

The Government-Wide Financial Statements are presented on an *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Fiduciary activities are not included in these statements.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Transfers in and out

Governmental Fund Financial Statements

All governmental funds are accounted for on a spending or *"current financial resources"* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "*measurable*" and "*available*". Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, other local taxes, franchise fees, forfeitures and penalties, motor license fees, rents and concessions, interest revenue, and state and federal grants and subventions. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Reconciliations of the fund financial statements to the Government-Wide Financial Statements are provided to explain the differences.

Certain indirect costs are included as part of the program expenses reported for individual functions and activities.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements (Continued)

The City reports the following major governmental funds:

- General Fund - The General Fund is used to account for and report all financial resources not accounted for and reported in another fund.

- Economic Development Grants Special Revenue Fund - The Economic Development Grants Special Revenue Fund is used to account for and report of housing, environmental activities, and land use improvement, including funding received from the U.S. Department of Housing and Urban Development (HUD), the U.S. Environmental Protection Agency, and California Department of Housing & Community Development (HCD) and to account for fees received from developers to fund park and recreation facilities.

- City Capital Projects Fund - Represents the financial resources that are restricted, committed or assigned to expenditures for capital outlay.

- City Debt Service Fund - The City Debt Service Fund is used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Proprietary Fund Financial Statements

Proprietary funds are accounted for using the "*economic resources*" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities and business-type activities in the Government-Wide Financial Statements. The City's internal service funds include three individual funds which provide services directly to other City funds. These areas of service include general liability, workers' compensation, and health benefits.

The City reports the following proprietary funds:

- GTrans Enterprise Fund - The GTrans Fund accounts for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City's bus line.

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Proprietary Fund Financial Statements (Continued)

- Sewer Enterprise Fund (Nonmajor) - The Sewer Fund accounts for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstruction of the City's sanitary sewer system.

- Internal Service Funds – The Internal Service Funds account for financing of goods and services provided by one department (general liability, workers' compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.

The City considers the GTrans Enterprise Fund to be a major fund for the year ended June 30, 2025.

C. Cash, Cash Equivalents, and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. All cash and investments of proprietary funds are held in the City's investment pool. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Investments are stated at fair value.

D. Cash and Investments with Fiscal Agents

Cash and investments with fiscal agents are restricted for the redemption of bonded debt and for acquisition and construction of capital projects.

E. Fair Value Measurement

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosure about fair value measurement. Investments, unless otherwise specified at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

F. Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due from/to other funds" (i.e., current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the Government-Wide Financial Statements as "internal balances".

Note 1 – Summary of Significant Accounting Policies (Continued)

G. Inventories and Prepaid Items

Inventories within the various fund types consist of materials and supplies which are valued at cost on a first-in, first-out basis. Reported expenditures reflect the consumption method of recognizing inventory-related expenditures.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements by using purchase method.

A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute "available spendable resources," even though they are a component of current assets.

H. Capital Assets

In the Government-Wide Financial Statements, capital assets are recorded at cost where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets are valued at their acquisition value. City policy has set the capitalization threshold for reporting capital assets at $5,000.

The City defines infrastructure assets as the basic physical assets that allow the City to function. The assets include streets, bridges, sidewalks, drainage systems, and lighting systems, etc. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Capital assets acquired under capital lease are capitalized at the net present value of the total lease payments.

For all infrastructure systems, the City elected to use the "Basic Approach".

The intangible right-to-use asset includes lease assets or subscription-based information technology arrangements ("SBITA") assets ("subscription asset"). These intangible assets are recorded at the amount of the initial measurement of the lease liabilities or SBITA liabilities ("subscription liabilities") and adjusted by any lease made to the lessor or subscription payments to the SBITA vendor at or before the commencement of the lease or subscription term, less any incentives received from the lessor or SBITA vendor at or before the commencement of the lease or subscription term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service or subscription implementation costs. Lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset. Subscription assets are amortized over the shorter of the subscription term or the useful life of the underlying Information Technology assets.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

Buildings/structures and improvements	40 years
Machinery and equipment	3-15 years
Buses	12 years
Furniture and fixtures	3-10 years
Infrastructure	30-60 years

Note 1 – Summary of Significant Accounting Policies (Continued)

I. Deferred Outflows and Inflows of Resources

The statement of net position and balance sheet – governmental funds reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent a consumption of net assets that applies to future periods.

Deferred Inflows of Resources represent an acquisition of net assets that applies to future periods.

J. Interest Payable

In the Government-wide Financial Statements, interest payable on long-term debt is recognized as the liability incurred for governmental activities and business-type activities.

In the Fund Financial Statements, only proprietary fund types recognize the interest payable when the liability is incurred.

K. Unearned Revenue

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services and grants received but not yet earned.

L. Compensated Absences

It is the City's policy to accrue annual leave when incurred in the Government-wide Financial Statements and the proprietary funds in accordance with GASB Statement No. 101 – *Compensated Absences*. In governmental funds, the costs for annual leave that are expected to be liquidated with expendable available financial resources are reported as an expenditure and reported as a liability of the governmental fund only if they have matured.

A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination benefits, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.

M. Leases

The City has a policy to recognize a lease liability and a right-to-use asset (lease asset) in the financial statements with an initial, individual value of $5,000 or more with a lease term greater than one year. Variable payments based on future performance or usage of the underlying assets are not included in the measurement of the lease liability.

At the commencement of a lease, the lease liability is measured at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made.

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Leases (Continued)

Lease assets are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service. Lease assets are amortized using the straight–line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the State has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease, plus any option periods that are reasonably certain to be exercised.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise. The City monitors changes in circumstances that would require a remeasurement of a lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported as right-to-use along with other capital assets and lease liabilities are reported on the statement of net position.

N. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Measurement Period	July 1, 2023 to June 30, 2025

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

Note 1 – Summary of Significant Accounting Policies (Continued)

O. Other Postemployment Benefits ("OPEB")

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments, which are reported at amortized cost.

The following timeframes are reported OPEB reporting:

OPEB	
Valuation Date	June 30, 2024
Measurement Date	June 30, 2025
Measurement Period	July 1, 2023 to June 30, 2024

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

P. Claims Payable

Claims payable in the Internal Service Fund represents estimates of claims against the City. The estimated claims payable represents the City's best estimate of the amount to be paid on workers' compensation and general liability claims. Losses for claims incurred but not reported are also recorded if the probable amount of loss can be reasonably estimated. The City is self-insured for general liability in the amount of $750,000 per claim and $250,000 per claim for GTrans. In addition, City also self-insured for workers' compensation for $750,000 per claim for both the City and GTrans. Losses in excess of $750,000 for the City and $250,000 for GTrans, up to $25,000,000 for general liability, and in excess of $750,000 for both the City and GTrans, up to the statutory limit for workers' compensation, are covered by outside insurance.

Q. Subscription Based Information Technology Arrangements Liabilities

The City recognizes subscription liabilities with an initial, individual value of $5,000 or more with a subscription term greater than one year in the government-wide and proprietary fund financial statements. Variable payments based on future performance of the City, usage of the underlying IT assets, or number of user seats are not included in the measurement of the subscription liability.

At the commencement of a subscription, the City initially measures the subscription liability at the present value of subscription payments expected to be made during the subscription term. Subsequently, the lease liability is reduced by the principal portion of subscription payments made.

Note 1 – Summary of Significant Accounting Policies (Continued)

Q. Subscription Based Information Technology Arrangements Liabilities (Continued)

Key estimates and judgments related to subscription liabilities include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for subscription liabilities.

- The subscription term includes the noncancellable period of the SBITA. Subscription payments included in the measurement of the subscription liability are composed of fixed payments.

The City monitors changes in circumstances that would require a remeasurement of its SBITA and will remeasure any subscription asset or liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

R. Long-Term Debt

In the Government-Wide Financial Statements and Proprietary Fund Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premium and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when incurred.

The governmental fund financial statements do not present long-term liabilities. Consequently, long-term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

S. Property Taxes

Under California law, property taxes are assessed and collected by the counties for up to 1% of assessed property value, plus other increases approved by the voters. Property taxes collected are pooled and then allocated to the cities based on complex formulas. The following are key dates pertaining to property taxes:

January 1	Lien Date
June 30	Levy Date
November 1 and February 1	Due Dates
December 10 and April 10	Collection Dates

Distribution Dates:

November 20, 2024	Unsecured, redemptions, and SB813 taxes
December 20, 2024	Homeowners' exemption, secured, and SB813 taxes
January 17, 2025	Homeowners' exemption, secured, and SB813 taxes
February 20, 2025	Redemptions, secured, and SB813 taxes
March 20, 2025	Secured and SB813 taxes
April 17, 2025	Secured and SB813 taxes
May 20, 2025	Redemptions, homeowners' exemption, secured, and SB813 taxes
June 20, 2025	Homeowners' exemption, SB813 taxes
July 18, 2025	Secured and SB813 taxes
August 20, 2025	Secured, redemptions, unsecured, and SB813 taxes

Note 1 – Summary of Significant Accounting Policies (Continued)

T. Net Position and Fund Balances

In the Government-Wide Financial Statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of retention payable and debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred outflows and inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

In the Governmental Fund Financial Statements, fund balances are classified as follows:

Nonspendable – Nonspendable fund balances are items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body, and that remain binding unless removed in the same manner. The City Council is considered the highest authority for the City. Adoption of a resolution by the City Council is required to commit resources or to rescind the commitment.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government's intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized by resolution the City Manager or the City Fiscal Officer for that purpose.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Spending Policy

Government-Wide Financial Statements and the Proprietary Fund Financial Statements

When expenses are incurred for purposes for which both restricted and unrestricted components of net position are available, the City's policy is to apply the restricted component of net position first, then the unrestricted component of net position as needed.

Note 1 – Summary of Significant Accounting Policies (Continued)

T. Net Position and Fund Balances (Continued)

Spending Policy (Continued)

Governmental Fund Financial Statements

When expenditures are incurred for purposes for which all restricted, committed, assigned and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance:

- Restricted
- Committed
- Assigned
- Unassigned

U. Use of Estimates

The preparation of the basic financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

V. Implementation of New GASB Pronouncements

For the year ended June 30, 2025, the financial statements include the adoption of GASB Statement No. 101, *Compensated Absences*. The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The cumulative effect of adopting this standard was not significant, hence, no restatement of beginning net position was required.

The City also adopted GASB Statement No. 102, *Certain Risk Exposures* during the current year. See notes 16 and 17 below for certain risk exposure disclosures.

Note 2 – Stewardship, Compliance and Accountability

A. Deficit Net Position

In the Government-Wide Financial Statements, the City had a deficit unrestricted net position at June 30, 2025 for its governmental activities of $(100,937,199). The deficit was mainly due to the reporting of the aggregate net pension liabilities, the aggregate net OPEB liabilities and the pension obligation bonds issued to pay for the unfunded pension liabilities. The aggregate net pension liabilities reported were $25,370,960 and $1,501,014 for governmental activities and business-type activities, respectively. The aggregate net OPEB liabilities were $60,080,037 and $9,753,373 for governmental activities and business- type activities, respectively. The Pension Obligation Bonds were $66,802,423 and $18,807,577 for governmental activities and business-type activities, respectively.

The following funds had a deficit fund balance/net position at June 30, 2025:

Nonmajor Governmental Funds:	
Community Development Block Grant (CDBG)	$ (79,230)
Internal Service Funds:	
Liability Insurance Fund	(922,997)
Workers' Compensation Fund	(8,310,177)

In addition, the GTrans Enterprise had deficit unrestricted net position of $(27,705,757) at June 30, 2025.

The net position balance includes both short and long-term liabilities. The deficit balances are expected to be recovered through future interfund transfers and other revenues as applicable for this purpose.

B. Expenditures in Excess of Appropriations

The following funds had expenditures in excess of appropriations:

Fund	Appropriations	Expenditures	Excess of Expenditures over Appropriations
Major Governmental Funds:			
General Fund			
General government:			
City treasurer	$ 81,686	$ 108,102	$ (26,416)
Public safety			
Police	36,096,596	37,446,965	(1,350,369)
L.A. County Fire Department	13,493,514	13,907,982	(414,468)
Recreation and human services	5,083,378	5,659,246	(575,868)
Community development	3,263,654	3,513,725	(250,071)
Capital outlay	1,105,607	1,479,262	(373,655)
Debt service:			
Principal	-	536,927	(536,927)
Interest and fiscal charges	-	89,726	(89,726)

Note 2 – Stewardship, Compliance and Accountability (Continued)

B. Expenditures in Excess of Appropriations (Continued)

Fund	Appropriations	Expenditures	Excess of Expenditures over Appropriations
Economic Development Grants Special Revenue Fund			
Recreation and human services	-	373,912	(373,912)
Capital outlay	-	79,459	(79,459)
2006 Refunding COP's, Series A Debt Service Fund			
Debt service:			
Principal retirement	665,000	705,000	(40,000)
2007 Refunding Revenue Bonds SBRPCA Debt Service Fund			
Debt service:			
Principal retirement	125,000	130,000	(5,000)
2020 Taxable Pension Obligation Bonds Debt Service Fund			
Debt service:			
Principal retirement	3,285,063	3,745,440	(460,377)
Nonmajor Governmental Funds:			
Prop C Local Return Special Revenue Fund	41,228	55,335	(14,107)
Gas Tax Special Revenue Fund	574,300	1,262,338	(688,038)
Public Safet Grants Special Revenue Fund	276,126	379,290	(103,164)
Community Development Block Grant (CDBG) Special Revenue Fund	592,299	1,154,922	(562,623)

Note 3 – Cash and Investments

The City maintains a cash and investment pool, which includes cash balances and authorized investments of all funds. Certain restricted funds which are held and invested by independent outside custodians through contractual agreements are not pooled. These restricted funds include cash and investments with fiscal agents.

The City had the following cash and investments at June 30, 2025:

	Governmental Activities	Business-Type Activities	Total
Cash and investments	$ 109,889,991	$ 19,646,421	$ 129,536,412
Cash and investments held by fiscal agents	15,092,284	-	15,092,284
Total cash and investments	$ 124,982,275	$ 19,646,421	$ 144,628,696

The City's cash and investments at June 30, 2025, in more detail:

Cash:	
Petty cash	$ 1,490
Demand deposits	23,785,145
Total cash and cash equivalents	23,786,635
Investments:	
Money market mutual fund	35,251,124
U.S. Treasury	14,224,587
Local Government investment pools	30,538,591
Corporate notes	11,659,679
Local Agency Investment Fund	5,770,315
U.S. Government sponsored enterprise securities	6,379,733
Foreign negotiable certificates of deposit	1,925,748
Total investments	105,749,777
Total cash and investments	129,536,412
Cash and investments with fiscal agents	15,092,284
Total	$ 144,628,696

A. Deposits

The carrying amounts of the City's demand deposits were $23,785,145 at June 30, 2025. Bank balances at that date were $23,787,348, the total amount of which was collateralized or insured with accounts held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, deposits, which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City did not waive the collateral requirement for deposits insured by FDIC.

Note 3 – Cash and Investments (Continued)

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

B. Investments

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio *	Maximum Investment in One Issuer
Municipal securities	5 years	30%	5%
United States treasury obligations	5 years	No Limit	No Limit
U.S. Government sponsored enterprise securities	5 years	No Limit	25%
Bankers' acceptances	180 days	40%	5%
Commercial paper	270 days	25%	5%
Negotiable certificates of deposit	5 years	30%	5%
Federally insured time deposits	5 years	20%	Federally Insured
Collateralized time deposits	5 years	20%	Federally Insured
Certificate of deposit placement service ("CDARS")	5 years	30%	Federally Insured
Local Agency Investment Fund ("LAIF")	N/A	No Limit	No Limit
Medium-term notes	5 years	30%	5%
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage	5 years	20%	5%
Mutual funds	N/A	20%	10%
Money market mutual funds	N/A	20%	20%
Supranationals	5 years	30%	10%
Investment Trust of California ("CalTrust")	N/A	No Limit	No Limit

N/A - Not Applicable

* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2025, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities:

Structured Notes: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2025, the City had $5,770,315 invested in LAIF, which had invested 3.81% of the pool investment funds in Structured Notes and Asset-Backed Securities. The fair value of the City's portion in the pool is the same as the value of the pool shares and reported at amortized cost.

Note 3 – Cash and Investments (Continued)

C. *Fair Value Measurement*

At June 30, 2025, investments are reported at fair value. The following table presents the fair value measurements of investments on a recurring basis and the levels with GASB 72 fair value hierarchy in which the fair value measurements fall at June 30, 2025:

	Measurement Input			
Investment Type	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Uncategorized[3]	Total
Money market mutual fund	$ -	$ -	$ 35,251,124	$ 35,351,124
U.S. Treasury	14,224,587	-	-	14,224,587
Local Government investment pools [1]	-	30,538,591	-	30,538,591
Corporate notes[1]	-	11,659,679	-	11,659,679
Local Agency Investment Fund	-	-	5,770,315	5,770,315
U.S. Government sponsored enterprise securities [1]	-	6,379,733	-	6,379,733
Foreign negotiable certificates of deposit [2]	-	1,925,748	-	1,925,748
Cash and investments with fiscal agents:				
Money market mutual fund	-	-	14,862,488	14,862,488
U.S. Government sponsored enterprise securities [1]	-	229,796	-	229,796
Total	$ 14,224,587	$ 50,733,547	$ 55,883,927	$ 120,842,061

[1] Pricing based on Institutional Bond Quotes - evaluations based on various market and industry inputs.

[2] Pricing based on Intercontinental Exchange Extel Financial Ltd - evaluations based on various market factors.

[3] Cash and cash equivalent.

D. *Risk Disclosures*

<u>*Interest Rate Risk*</u> - As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments to a maximum maturity of five years. At June 30, 2025, the City had the following investment maturities:

		Investment Maturities (in Years)		
Investment Type	Fair Value	Less Than 1 Year	1 to 3 Years	4 to 5 Years
Money market mutual fund	$ 35,251,124	$ 35,251,124	$ -	$ -
U.S. Treasury	14,224,587	4,621,829	7,423,320	2,179,438
Local Government investment pools	30,538,591	30,538,591	-	-
Corporate notes	11,659,679	1,552,838	5,397,687	4,709,154
Local Agency Investment Fund	5,770,315	5,770,315	-	-
U.S. Government sponsored enterprise securities	6,379,733	790,758	3,394,545	2,194,430
Foreign negotiable certificates of deposit	1,925,748	-	899,485	1,026,263
Cash and investments with fiscal agents:				
Money market mutual fund	14,862,488	14,862,488	-	-
U.S. Government sponsored enterprise securities	229,796	229,796	-	-
Total	$ 120,842,061	$ 93,617,739	$ 17,115,037	$ 10,109,285

<u>*Custodial Credit Risk*</u> - For deposits, custodial credit risk is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer), the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Credit Risk - State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). It is the City's policy to limit its investments in these investment types to the top rating issued by Standard & Poor's and Moody's Investors Service. At June 30, 2025, the City's credit risks, expressed on a percentage basis, were as follows:

Credit Quality Distribution for Securities
with Credit Exposure as a Percentage of Total Investments

Investment Type	Moody's Credit Rating	S&P's Credit Rating	% of Investments with Interest Rate Risk
Local Agency Investment Fund	Not Rated	Not Rated	4.78%
U.S. Treasury	Aaa	Not Rated	11.77%
U.S. Government sponsored enterprise securities	Aa1	AA+	5.28%
Local Government investment pools	Not Rated	Not Rated	25.27%
Foreign negotiable certificates of deposit	A2	Aa	1.59%
Corporate notes	Aaa	A	9.65%
Money market mutual fund	Aaa	AAAm	41.47%
U.S. Government sponsored enterprise securities	AAA	AAAm	0.19%
Total			100.00%

Concentration of Credit Risk - The City's investment policy states that no more than 5% of the City's total investment portfolio shall be invested in a single type or with a single financial institution. The only exception to these limits shall be the investment in U.S. Treasury and authorized pools. There are no investments in any one issuer than the external investment pools that represent 5% or more of total City investments.

Note 4 – Other Receivables

A. YMCA Receivables

In February 1994, the City entered into a long-term lease contract to lease land to the YMCA for construction of a new YMCA facility that would benefit the community. The facility opened on February 6, 1995 with a renewable 30-year lease term. On February 28, 2025, the lease term was extended to February 29, 2040. Under the terms of the agreement, the maximum amount that the City could receive was $1,400,000. This amount is payable in monthly payments, with annual rent adjustments over the lease term. In January 2025, the monthly payment was increased from $1,030 to $1,336 per month. At the adjustment date, annual rent was equal to total rent of $1,400,000 less all previous payments, multiplied by the six-month average LAIF interest rate. The lease includes an option to purchase the land at the end of the lease for the amount of $1,400,000 reduced by the amount already paid as of the time of purchase. As of June 30, 2025, future lease payments from the YMCA, including interest, were $346,717. Since the City has not earned the revenue for the future lease payments, there was no revenue recognized or receivables reported at June 30, 2025 for these future lease payments.

B. State Mandated Claims Reimbursement

The City recorded an outstanding receivable of $818,539 for the State Mandated Claims Reimbursement (SB90 Claims) from the State of California (the "State"). The payments of the mandated claims reimbursement are subject to State approval and management cannot estimate the timing and amount of the payments that will be made and reported an allowance for doubtful accounts in the amount of $818,539. As a result, both the General Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for accounts receivable associated with the State Mandated Claims Reimbursement as of June 30, 2025.

Note 5 – Loans Receivable

Loans receivable consists of Home-Owner Occupied Deferred Loans and Spring Park Senior Villa Developer Loan as following:

	Balance July 1, 2024	Additions	Deletions	Allowance	Balance June 30, 2025
Home-Owner Occupied Deferred Loans					
CalHOME	$ 362,254	$ -	$ -	$ -	$ 362,254
State HOME Loans	1,473,041	-	(48,591)	-	1,424,450
Subtotal	1,835,295	-	(48,591)	-	1,786,704
Spring Park Senior Villa Developer Loan	-	-	-	-	-
Total	$ 1,835,295	$ -	$ (48,591)	$ -	$ 1,786,704

A. Home-Owner Occupied Deferred Loans

The City issues deferred payment loans to home owners funded by the Federal Home Investment Partnerships Program ("HOME Program") and CalHOME to improve the living conditions of the lower income families. These loans are to be repaid to the City, and the repayments of the loans are used to fund future home-owner occupied deferred loans. As of June 30, 2025, the outstanding loan balance is $1,786,704.

B. Spring Park Senior Villa Developer Loan

The City entered into a development agreement on August 1, 2013, with Spring Park Senior Villa, Inc., a nonprofit organization for the development of the Spring Park Senior Villa in the City. The agreement provided funding for the development of 36 rental units and one manager unit ("the Project") up to $2,874,115 for construction. The loan bears 3% simple interest over a term of 55 years. The repayment of the loan is based on the residual receipts of the rental units. The affordability covenant also expires in 55 years after completion of the project. As of June 30, 2025, the City funded $2,874,115 for the development of the project and accrued interest in the amount of $1,016,659 which was required by the State of California. This results the City in reporting loans receivable in the amount of $3,890,774. However, management estimated that the loans will not be repaid due to negative residual receipts and reported an allowance for doubtful accounts in the amount of $3,890,774. As a result, both the Economic Development Grants Special Revenue Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for loans receivable associated with the Spring Park Senior Villa as of June 30, 2025.

Note 6 – Interfund Transactions

A. Fund Financial Statements

Due From/To Other Funds - At June 30, 2025, the City had the following due from/to other funds:

	Due From Other Funds
Due To Other Funds	General Fund
Governmental Funds:	
City Debt Service Funs	$ 4,754,095
Nonmajor Governmental Funds	$ 17,365
Total	$ 4,771,460

The above amounts resulted from temporary reclassifications made at June 30, 2025 to cover cash shortfalls.

Transfers In/Out – During the year ended June 30, 2025, the City had the following transfers in/out, which arise in the normal course of operations:

	Transfers In							
		Governmental Funds				Enterprise Funds		
Transfers Out	General Fund	City Capital Projects Fund	Economic Develop-ment Fund	City Debt Service	Nonmajor Govern-Mental Funds	Nonmajor Sewer Enterprise Fund	Internal Service Funds	Total
Governmental Funds:								
General Fund	$ -	$ 234,393	$ 4,048	$2,692,510	$ 60,634	$ -	$ 600,000	$ 3,591,585
Economic Development Grants Special Revenue Fund	-	459,952	-	-	-	-	-	459,952
Debt Service Fund	-	4,742,928	-	-	-	-	-	4,742,928
Nonmajor Governmental Funds	3,357,607	7,860,409	-	-	-	56,858	-	11,274,874
Enterprise Funds:								
Nonmajor Sewer	257,123	-	-	-	-	-	-	257,123
Internal Service Funds	-	-	-	-	-	-	1,433,776	1,433,776
Total	$3,614,730	$13,297,683	$ 4,048	$2,692,510	$ 60,634	$ 56,858	$2,033,776	$21,760,239

Note 6 – Interfund Transactions (Continued)

B. Fund Financial Statements (Continued)

Transfers In/Out (Continued)

General Fund transferred $234,393 to the City Capital Projects Fund to fund the deferred maintenance projects, $2,692,510 to Debt Service Fund for debt service payments and bank admin fees, $64,048to Nonmajor Governmental Funds and Grants to cover deficit grants funds and grant unallowable expenditures, and $600,000 to Internal Service Funds to pay as you go general liability and workers' compensation liability.

Economic Development Grants Special Revenue funds transferred $459,952 to Capital Project Fund to fund capital projects

Transfers of $4,742,928 from Debt Service Fund to the City Capital Projects Fund was to fund for community projects.

Nonmajor Governmental Funds transfers to the General Fund consists of $3,357,607 for fiscal year 2025 ARPA claims and qualified expenditures job costs relating capital projects, police department expenditures, street sweeping program, and tree maintenance and street maintenance program. Transfers from Nonmajor Governmental Funds of $7,860,409 to the City Capital Projects Fund are for grant funded projects

Sewer Enterprise Funds transfers consists of transfer of $257,123 to the General Fund for job costs related to capital projects.
Internal Service Funds transfers of $1,433,776 to Internal Service Funds to pay as you go workers' compensation liability and pay as you general liability.

Note 7 – Capital Assets

A. Governmental Activities

A summary of changes in the capital assets for the governmental activities for the year ended June 30, 2025 is as follows:

	Governmental Activities				
	Balance July 1, 2024	Additions	Deletions	Transfers	Balance June 30, 2025
Capital assets, not being depreciated:					
Land	$ 13,993,823	$ -	$ -	$ -	$ 13,993,823
Monuments	63,893	-	-	-	63,893
Investments in JPA	-	223,346	-	-	223,346
Construction in progress	8,630,839	11,610,804	-	(89,092)	20,152,551
Total capital assets, not being depreciated	22,688,555	11,834,150	-	(89,092)	34,433,613
Capital assets, being depreciated:					
Buildings/structures and improvements	27,932,024	342,710	(1,731,987)	-	26,542,747
Machinery and equipment	13,346,044	1,915,204	(415,460)	89,092	14,934,881
Investment in JPA	-	7,083,490	-	-	7,083,490
Infrastructure:					
Street lights network	1,292,393	-	-	-	1,292,393
Traffic lights network	12,940,788	-	-	-	12,940,788
Roadway network	70,097,147	-	-	-	70,097,147
Total capital assets, being depreciated	125,608,396	9,341,404	(2,147,447)	89,092	132,891,445
Less accumulated depreciation for:					
Buildings/structures and improvements	(20,543,903)	(635,891)	140,431	-	(21,039,363)
Machinery and equipment	(11,293,986)	(769,965)	355,497	-	(11,708,454)
Investment in JPA	-	(5,571,656)	-	-	(5,571,656)
Infrastructure:					
Street light network	(1,120,076)	(43,080)	-	-	(1,163,156)
Traffic lights network	(12,701,971)	(12,570)	-	-	(12,714,541)
Roadway network	(34,862,837)	(1,403,018)	-	-	(36,265,855)
Total accumulated depreciation	(80,522,773)	(8,436,180)	495,928	-	(88,463,025)
Total capital assets, being depreciated, net	45,085,623	905,224	(1,651,519)	89,092	44,428,420
Intangible assets, being amortized					
Right-to-use lease assets-equipment	905,527	128,744	(144,679)	-	889,592
Right-to-use subscription assets	1,456,361	471,179	(132,204)	-	1,795,336
Total intangible assets, being amortized	2,361,888	599,923	(276,883)	-	2,684,928
Less accumulated amortization for:					
Right-to-use lease assets-equipment	(357,400)	(190,039)	144,679	-	(402,760)
Right-to-use subscription assets	(781,268)	(492,547)	132,949	-	(1,140,866)
Total accumulated amortization	(1,138,668)	(682,586)	277,628	-	(1,543,626)
Total intangible assets, being amortized, net	1,223,220	(82,663)	745	-	1,141,302
Governmental activities capital assets, net	$ 68,997,398	$ 12,656,711	$ (1,650,774)	$ -	$ 80,003,335

Depreciation and amortization expenses were charged to functions/programs of the governmental activities for the fiscal year ended June 30, 2025 as follows:

	Depreciation	Amortization
General government	$ 297,605	$ 158,351
Public safety	6,198,432	237,812
Public works	1,679,940	67,194
Community development	248,919	93,916
Recreation and human services	11,284	125,313
Total depreciation expense	$ 8,436,180	$ 682,586

Note 7 – Capital Assets (Continued)

B. Business-Type Activities

A summary of changes in the capital assets for the business-type activities for the year ended June 30, 2025 is as follows:

	Business-Type Activities				
	Balance July 1, 2024	Additions	Deletions	Transfers	Balance June 30, 2025
Capital assets, not being depreciated:					
Land	$ 12,956,405	$ -	$ -	$ -	$ 12,956,405
Construction in progress	11,685,097	2,845,736	-	(12,873,011)	1,657,822
Total capital assets, not being depreciated	24,641,502	2,845,736	-	(12,873,011)	14,614,227
Capital assets, being depreciated:					
Buildings/structures and improvements	39,893,428	-	-	-	39,893,428
Buses	61,131,930	-	-	-	61,131,930
Machinery and equipment	13,353,609	69,616	(29,973)	12,873,011	26,266,263
Furniture and fixtures	1,639,908	-	-	-	1,639,908
Infrastructure	11,184,496	-	-	-	11,184,496
Total capital assets, being depreciated	127,203,371	69,616	(29,973)	12,873,011	140,116,025
Less accumulated depreciation for:					
Buildings/structures and improvements	(15,855,078)	(1,022,908)	-	-	(16,877,986)
Buses	(26,214,718)	(3,365,477)	-	-	(29,580,195)
Machinery and equipment	(10,968,646)	(3,459,531)	24,985	-	(14,403,192)
Furniture and fixtures	(1,588,086)	(32,732)	-	-	(1,620,818)
Infrastructure	(10,696,004)	(33,689)	-	-	(10,729,693)
Total accumulated depreciation	(65,322,532)	(7,914,337)	24,985	-	(73,211,884)
Total capital assets, being depreciated, net	61,880,839	(7,844,721)	(4,988)	12,873,011	66,904,141
Intangible assets, being amortized					
Right-to-use lease assets-equipment	20,415	-	-	-	20,415
Right-to-use subscription assets	373,407	474,542	(74,988)	-	772,961
Total intangible assets, being amortized	393,822	474,542	(74,988)	-	793,376
Less accumulated amortization for:					
Right-to-use lease assets-equipment	(2,721)	(4,081)	-	-	(6,802)
Right-to-use subscription assets	(226,561)	(165,613)	43,928	-	(348,246)
Total accumulated amortization	(229,282)	(169,694)	43,928	-	(355,048)
Total intangible assets, being amortized, net	164,540	304,848	(31,060)	-	438,328
Business-type activities capital assets, net	$ 86,686,881	$ (4,694,137)	$ (36,048)	$ -	$ 81,956,696

Depreciation and amortization expenses for business-type activities for the year ended June 30, 2025 was charged as follows:

	Depreciation	Amortization
Gtrans major enterprise fund	$ 7,743,454	$ 135,090
Sewer nonmajor enterprise fund	170,883	34,604
Total depreciation expense	$ 7,914,337	$ 169,694

Note 8 – Long-Term Liabilities

A. Governmental Activities

A summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2025 is as follows:

	Balance July 1, 2024	Additions	Deletions	Balance June 30, 2025	Due within One Year	Due in more One Year
2006 Refunding Certificates of Participation Series A - publicly offered	$ 5,275,000	$ -	$ (705,000)	$ 4,570,000	$ 750,000	$ 3,820,000
2007 Refunding Revenue Bonds, Series A - publicly offered	1,070,000	-	(130,000)	940,000	135,000	805,000
2014 Taxable Lease Revenue Refunding Bonds - publicly offered	8,680,000	-	(70,000)	8,610,000	75,000	8,535,000
Bond discount - 2014 Taxable Lease Revenue Refunding Bonds	(164,405)	-	13,884	(150,521)	(13,884)	(136,637)
2016 SCE On-Bill Financing Loan - Direct borrowing	14,769	-	(7,769)	7,000	7,000	-
2020 Taxable Pension Obligation Bonds - publicly offered	70,547,863	-	(3,745,440)	66,802,423	3,960,023	62,842,400
2021 Lease Revenue Bonds - Publicly offered	11,975,000	-	(490,000)	11,485,000	510,000	10,975,000
Bond premium - 2021 Lease Revenue Bonds	1,795,349	-	(106,654)	1,688,695	106,654	1,582,041
Loan payable	3,804,551	-	(3,804,551)	-	-	-
Lease payable	544,477	-	(47,407)	497,070	148,758	348,312
Subscription liabilities	617,471	485,710	(489,520)	613,661	296,344	317,317
Claims payable	15,709,264	11,108,465	(9,074,290)	17,743,439	3,936,012	13,807,427
Compensated absences	10,421,122	1,390,057 *	-	11,811,179	2,084,224	9,726,955
Total	$ 130,290,461	$ 12,984,232	$ (18,656,747)	$ 124,617,946	$ 11,995,131	$ 112,622,815

* The change in the compensated absences liability is presented as a net change.

Typically, the General Fund has been used to liquidate the liability for compensated absences, claims payable, and net other postemployment benefits.

2006 Certificates of Participation, Series A – Original Issuance $12,495,000

In June 2006, the Agency issued the 2006 Refinancing Project, Series A Taxable Certificates of Participation in the amount of $12,495,000. The purpose of the issue was to refinance the City's 1999 Certificates of Participation in connection with a Memorandum of Understanding ("MOU") entered into with certain financial institutions.

Pursuant to the MOU, the Agency paid the financial institutions $19 million (the "Initial Amount") as prepayment of the 1999 Certificates, of which $18 million were funded by the 2006 Series A and B Certificates and the balance of $1 million from other available City funds. Upon payment of the Initial Amount, the 1999 Leases as well as the pledges and security interests granted in connection with the 1999 Leases will be terminated and the City's obligations under the Reimbursement Agreement for the 1999 Certificates will be terminated. The Initial Payment represents approximately 75% of the principal owed.

Interest rates for the 2006A Certificates range from 5.98% to 6.38% with principal maturing through July 1, 2030.

Mandatory prepayment of the 2006 Series A Certificates occurred in July 2008 and will occur again in July 2030. The certificates of participation debt service payments will be made from the debt service funds.

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2006 Certificates of Participation, Series A – Original Issuance $12,495,000 (Continued)

The amount outstanding at June 30, 2025 totaled $4,570,000. The annual debt service requirements on these certificates are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 750,000	$ 267,641	$ 1,017,641
2027	800,000	218,196	1,018,196
2028	850,000	165,561	1,015,561
2029	905,000	109,577	1,014,577
2030	965,000	49,923	1,014,923
2031	300,000	9,570	309,570
Total	$ 4,570,000	$ 820,468	$ 5,390,468

2007 Refunding Revenue Bonds, Series A – Original Issuance $2,800,000

In January 2007, the City issued the South Bay Regional Public Communications Authority Refunding Revenue Bonds, 2007 Series A in the amount of $2,800,000. The purpose of the bonds was to advance refund the South Bay Regional Public Communications Authority Revenue Bonds, 2001 Series A, to provide a reserve fund for the Bonds, and to pay certain costs of issuance of the Bonds. The 2001 Series A Bonds were fully redeemed as of January 1, 2012.

The bonds accrue interest at rates between 5% and 5.125%. Interest on the bonds is payable semiannually on each January 1 and July 1, commencing July 1, 2007. Principal payments are due in annual installments ranging from $70,000 to $175,000, commencing July 1, 2007 through January 1, 2031. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2025 totaled $940,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 135,000	$ 47,825	$ 182,825
2027	145,000	41,075	186,075
2028	155,000	33,825	188,825
2029	160,000	25,881	185,881
2030	170,000	17,681	187,681
2031	175,000	8,670	183,670
Total	$ 940,000	$ 174,957	$ 1,114,957

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2014 Taxable Lease Revenue Refunding Bonds – Original Issuance $9,110,000

In December 2014, the City issued the Taxable Lease Revenue Refunding Bonds, Series 2014 in the amount of $9,110,000 to current refund 2006 Certificate of Participation, Series B. The current refunding resulted in an economic gain in the amount of $1,637,398 and saving in debt service payments in the amount of $2,360,051. The current refunding resulted in no deferred gains or losses as the bond proceeds net of the issuance discount was sufficient to cover repayment of 2006 Certificates of Participation, Series B, the interests due, and the issuance cost on the 2014 Taxable Lease Revenue Refunding Bonds.

The bonds bear interest at rates between 3.95% and 5%. Interest on the bonds is payable annually on each May 1 and November 1. Principal payments are due in annual installments ranging from $55,000 to $1,430,000, commencing May 1, 2018 through May 1, 2036. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2025 totaled $8,610,000. The annual debt service requirements on these bonds as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 75,000	$ 429,709	$ 504,709
2027	75,000	426,148	501,148
2028	80,000	422,586	502,586
2029	85,000	418,787	503,787
2030	815,000	414,750	1,229,750
2031-2035	6,490,000	1,252,500	7,742,500
2036	990,000	49,500	1,039,500
Total	$ 8,610,000	$ 3,413,980	$ 12,023,980

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2016 SCE On-Bill Financing Loan

On April 4, 2016, the City entered into a loan agreement with Southern California Edison ("SCE") for the Energy Management Solutions Incentives Application. The agreement provides zero- percent interest financing for the installation of certain energy efficient equipment for up to $126,580, of which is to be repaid over ten years through the Customer's electric utility bills.

SCE may determine the loan to be breached and the City to be in default if the City (1) sells, assigns or otherwise transfers ownership, possession or title of the site or the equipment, (2) fails to pay the money payment when due, (3) closes, discontinues or otherwise causes the termination of the service account(s), or (4) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, SCE shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

The amount outstanding at June 30, 2025 totaled $7,000. The annual debt service requirements on this loan as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 7,000	$ -	$ 7,000
Total	$ 7,000	$ -	$ 7,000

2020 Taxable Pension Obligation Bonds – Original Issuance $101,490,000 ($79,193,585 for Governmental Activities)

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of $101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original $101,490,000 of bond principal issued, $79,193,585 was allocated to governmental activities and $22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from $2,995,000 to $7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2020 Taxable Pension Obligation Bonds – Original Issuance $101,490,000 ($79,193,585 for Governmental Activities) (Continued)

The amount outstanding for the governmental activities at June 30, 2025 totaled $66,802,423. The annual debt service requirements for the governmental activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 3,960,023	$ 2,142,912	$ 6,102,935
2025	4,038,053	2,061,098	6,099,151
2028	4,131,689	1,965,558	6,097,247
2029	4,244,832	1,855,530	6,100,362
2030	4,361,877	1,738,244	6,100,121
2031-2035	23,853,772	6,644,794	30,498,566
2036-2039	22,212,177	2,234,488	24,446,665
Total	$ 66,802,423	$ 18,642,624	$ 85,445,047

2021 Lease Revenue Bonds – Original Issuance $13,155,000

In September 2021, the City of Gardena Financing Agency issued the Lease Revenue Bonds, Series 2021 in the amount of $13,155,000. The purpose of the bonds was to fund various capital projects including the Gardena Community Aquatic & Senior Center, the Community Center, and various Park Improvement projects.

The bonds bear interest at rates between 3% and 5%. Interest on the bonds is payable annually on each May 1. Principal payments are due in annual installments ranging from $275,000 to $915,000, commencing May 1, 2022 through May 1, 2041. The bonds are subject to optional and mandatory redemption prior to maturity. The revenue bonds debt service payments will be made from the debt service funds. The unspent project fund is in the amount of $12,837,149 at June 30, 2025.

The amount outstanding at June 30, 2025 totaled $11,485,000. The annual debt service requirements on these bonds as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 510,000	$ 428,250	$ 938,250
2027	540,000	402,750	942,750
2028	565,000	375,750	940,750
2029	595,000	347,500	942,500
2030	620,000	317,750	937,750
2031-2035	3,560,000	912,550	4,472,550
2036-2040	4,180,000	520,650	4,700,650
2041	915,000	27,450	942,450
Total	$ 11,485,000	$ 3,332,650	$ 14,817,650

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

Lease Payable

The City has entered leases for the building, vehicle, and machine uses. The terms of the agreements range from 18 months to 60 months. The calculated interest rates used were between 0.185% to 3.305% based on the term of the agreements.

Principal and interest payments to maturity at June 30, 2025 are as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 148,758	$ 12,761	$ 161,519
2026	133,823	8,777	142,600
2027	128,829	4,668	133,497
2028	49,872	1,812	51,684
2029	17,119	925	18,044
2030 - 2032	18,669	543	19,212
Total	$ 497,070	$ 29,486	$ 526,556

Subscription Liabilities

The City has entered into subscriptions for information technology arrangements. The terms of the arrangements range from 24 to 60 months with implicit rates used between 0.552% to of 3.305%. Principal and interest to maturity are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 296,344	$ 16,432	$ 312,776
2027	220,072	8,856	228,928
2028	73,284	2,818	76,102
2029	21,695	545	22,240
2030	2,266	9	2,275
Total	$ 613,661	$ 28,660	$ 642,321

Legal Debt Margin

The City is subject to legal debt margin and the City's legal debt limit was in the amount of $343,155,948 at June 30, 2025.

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

Compensated Absences

The long-term portion of compensated absences payable has been accrued for the Governmental Activities on the Government-Wide Financial Statements. In prior years, the General Fund has typically been used to liquidate the liability. The balance outstanding at June 30, 2025 was $11,811,179.

B. Business-Type Activities

The following is a summary of changes in long-term liabilities for business-type activities for the year ended June 30, 2025:

	Balance July 1, 2024	Additions	Deletions	Balance June 30, 2025	Due within One Year	Due in more One Year
2020 Taxable Pension Obligation Bonds - publicly offered	$ 19,862,137	$ -	$ (1,054,560)	$ 18,807,577	$ 1,114,978	$ 17,692,599
Lease payable	17,884	-	(3,902)	13,982	4,034	9,948
Subscription liabilities	154,290	496,882	(317,641)	333,531	124,972	208,559
Compensated absences	2,037,065	477,903 *	-	2,514,968	502,994	2,011,974
Total	$ 22,071,376	$ 974,785	$ (1,376,103)	$ 21,670,058	$ 1,746,978	$ 19,923,080

* The change in the compensated absences liability is presented as a net change.

2020 Taxable Pension Obligation Bonds – Original Issuance $101,490,000 ($22,296,415 for Business-Type Activities)

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of $101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original $101,490,000 of bond principal issued, $79,193,585 was allocated to governmental activities and $22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from $2,995,000 to $7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

The amount outstanding for the business-type activities at June 30, 2025 totaled $18,807,577. The annual debt service requirements for the business-type activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 1,114,978	$ 603,356	$ 1,718,334
2026	1,136,948	580,320	1,717,268
2027	1,163,312	553,420	1,716,732
2028	1,195,168	522,440	1,717,608
2029	1,228,123	489,418	1,717,541
2030-2034	6,716,230	1,870,896	8,587,126
2035-2039	6,252,818	613,920	6,866,738
Total	$ 18,807,577	$ 5,233,770	$ 24,041,347

Note 8 – Long-Term Liabilities (Continued)

B. Business-Type Activities (Continued)

Lease Payable

The City's business-type activities have entered leases for the machine uses. The terms of the agreements range from 18 months to 60 months. The calculated interest rates used were between 0.185% to 3.305% based on the term of the agreements.

Principal and interest payments to maturity at June 30, 2025 are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 4,034	$ 401	$ 4,435
2027	4,170	265	4,435
2028	4,309	126	4,435
2029	1,469	10	1,479
Total	$ 13,982	$ 802	$ 14,784

Subscription Liabilities

The City's business-type activities has entered into subscriptions for information technology arrangements. The terms of the arrangements range from 24 to 60 months with implicit rates used between 0.552% to of 3.305%. Principal and interest to maturity are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 124,973	$ 9,949	$ 134,922
2027	134,859	6,255	141,114
2028	73,699	2,274	75,973
Total	$ 333,531	$ 18,478	$ 352,009

Compensated Absences

All vested vacation and compensatory leave time is recognized as an expense and as a liability in the business-type funds at the time the liability vests. GTrans and the Sewer Enterprise funds have been used to liquidate the liability. The balance outstanding at June 30, 2025was $2,514,968.

Note 9 – Self-Insurance Programs

A. Self-Insurance Programs of the City

The City is self-insured for the first $750,000 of each workers' compensation claim for both the GTrans and the City, $750,000 each general liability claim and $250,000 of each GTrans claim against the City. In addition, the City carries insurance of individual general liability claims in excess of $750,000 to $25,000,000 with Public Risk Innovation Solutions Management ("PRISM"). Additionally, the City has health insurance coverage for the employees and their families with an annual maximum amount of $1 million for all services.

The City carries stop-loss insurance of individual health benefit claims in excess of $75,000 for Medicare retirees and $50,000 for all other members. At June 30, 2025, $17,743,439 has been accrued for the City's self-insurance programs, of which $3,915,095 is considered to be current. Said accruals represent estimates of amounts to be paid for reported claims and incurred but unreported claims based upon past experience, modified for current trends and information. While the ultimate amounts of losses incurred through June 30, 2025 are dependent on future developments, based upon information provided from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the prior three (3) fiscal years, no settlements exceeded the City's insurance coverage.

Changes in the balances of claims liabilities during the past three years are as follows:

	Claims Payable					
	Beginning Balance	Expenses and Changes in Estimates	Claims Payments	Ending Balance	Due within One Year	Due in more than One Year
2022-2023	$ 16,803,625	$ 8,658,461	$ (7,121,728)	$ 18,340,358	$ 4,811,358	$ 13,529,000
2023-2024	18,340,358	5,665,770	(8,296,864)	15,709,264	3,915,095	11,794,169
2024-2025	15,709,264	11,108,465	(9,074,290)	17,743,439	3,936,012	13,807,427

B. Purchased Insurance

Property Insurance - Several insurance companies underwrite this insurance protection. The City is currently insured according to a schedule of covered property submitted by the City to Alliant Property Insurance Company. Total all-risk property insurance coverage is $100 million. There is a $10,000 per loss deductible.

Crime Insurance - The City purchases crime insurance coverage with a limit of $2 million per occurrence. This policy provides coverage for all City employees. There is a $10,000 per loss deductible.

Cyber Security Insurance - The City purchases cyber security insurance coverage with a limit of $1 million per occurrence and $2 million aggregate limit.

C. Adequacy of Protection

During the past three fiscal years none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in insured liability coverage from coverage in the prior year.

Note 10 – Retirement Plans

A. California Public Employees' Retirement System ("CalPERS")

The following is the summary of net pension liability and related deferred outflows of resources and deferred inflows of resources at June 30, 2024 and pension expense for the year then ended.

	Governmental Activities	Business-Type Activities	Total
Deferred outflows of resources:			
Pension contribution made after measurement date:			
Safety	$ 4,153,900	$ -	$ 4,153,900
Change in assumptions:			
Miscellaneous	282,330	52,083	334,413
Safety	424,620	-	424,620
Total change in assumptions	706,950	52,083	759,033
Difference in projected and actual earnings on pension investments:			
Miscellaneous	3,112,673	574,217	3,686,890
Safety	833,031	-	833,031
Total difference in projected and actual earnings on pension investments	3,945,704	574,217	4,519,921
Differences between expected and actual experience			
Miscellaneous	2,141,792	395,112	2,536,904
Safety	1,406,479	-	1,406,479
Total differences between expected and actual experience	3,548,271	395,112	3,943,383
Adjustment due to differences in proportions:			
Safety	7,562,167	-	7,652,167
Total deferred outflows of resources	$ 19,916,992	$ 1,021,412	$ 20,938,404
Aggregate net pension liabilities:			
Miscellaneous	$ 8,136,581	$ 1,501,014	$ 9,637,595
Safety	17,234,379	-	17,234,379
Total aggregate net pension liabilities	$ 25,370,960	$ 1,501,014	$ 26,871,974
Deferred inflows of resources:			
Differences between expected and actual experience:			
Miscellaneous	$ 237,799	$ 43,869	$ 281,668
Safety	45,731	-	45,731
Total differences between expected and actual experience	283,530	43,869	327,399
Difference between City's contribution and proportionate share of contributions:			
Safety	10,141,071	-	10,141,071
Adjustment due to differences in proportions:			
Safety	-	-	-
Total deferred inflows of resources	$ 10,424,601	$ 43,869	$ 10,468,470
Pension Expense:			
Miscellaneous	$ 4,384,347	$ 808,812	$ 5,193,159
Safety	(1,215,788)	-	(1,215,788)
Total pension expense	$ 3,168,559	$ 808,812	$ 3,977,371

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

General Information about the Pension Plan

Plan Description

The City contribution to the California Public Employees Retirement System ("CalPERS"), an agent multiple-employer defined benefit pension plan for miscellaneous employees and a cost-sharing multiple-employer defined benefit plan for safety employees. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statue and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the June 30, 2023 Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Benefit Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member or PEPRA Safety member becomes eligible for service retirement upon attainment of age 50 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation.

The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% of average final 12 months compensation. Retirement benefit for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation. Retirement benefits for classic safety employees are calculated as 3% of the average final 12 months compensation. Retirement benefits for PEPRA safety employees are calculated as 2.7% of average final 36 months.

Participant is eligible for non-industrial disability retirement if the participant becomes disabled and has at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefit to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50 percent of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death. Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

General Information about the Pension Plan (Continued)

Benefit Provided (Continued)

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

Employees Covered by Benefit Terms

At June 30, 2023, the valuation date, the following employees were covered by the benefit terms:

	Plans		
	Miscellaneous	Safety	
		Classic	PEPRA
Active employees	301	51	38
Transferred and terminated employees	404	45	12
Retired Employees and Beneficiaries	439	245	0
Total	1,144	341	50

Contributions

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The required contribution rates are as follow:

Measurement Period June 30, 2024

	Plans			
	Miscellaneous		Safety	
	Classic	PEPRA	Classic	PEPRA
Employer Contribution Rate	10.68%	10.68%	29.091%	14.5%
Employee Contribution Rate	7.000%	7.750%	9.000%	14.5%

Current Fiscal Year Ended June 30, 2025

	Plans			
	Miscellaneous		Safety	
	Classic	PEPRA	Classic	PEPRA
Employer Contribution Rate	10.34%	10.34%	29.30%	14.72%
Employee Contribution Rate	7.000%	7.750%	9.000%	14.500%

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Net Pension Liability

Actuarial Methods and Assumption Used to Determine Total Pension Liability

The June 30, 2023 valuation was rolled forward to determine the June 30, 2024 total pension liability, based on following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Actuarial Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.300%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table[1]	Derived using CalPERS' Membership Data for all Funds.
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter

[1] The mortality table used for June 30, 2022 was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from Novermber 2021 that can be found on the CalPERS website.

Change of Assumptions

Effective with the June 30, 2023 valuation date (2023 measurement date), the accounting discount rate remained at 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2023 CalPERS Experience Study and Review of Actuarial Assumptions.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 basis points.

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Net Pension Liability (Continued)

Long-term Expected Rate of Return (Continued)

The expected real rates of return by asset class are as followed:

Asset Class[1]	Assumed Asset Allocation	Real Return Years 1 - 10[1, 2]
Global Equity - Cap-weighted	30.00%	4.54%
Global Equity - Non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
	100.00%	

[1] An expected inflation of 2.30% used for this period.

[2] Figures are based on the 2021 Asset Liability Management study.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability

The following table shows the changes in net pension liability for the City's Miscellaneous Plan recognized over the measurement period.

Miscellaneous Plan	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance at June 30, 2022 (Valuation Date)	$ 196,197,513	$ 185,466,498	$ 10,731,015
Changes recognized for the measurement period:			
Service Cost	3,573,524	-	3,573,524
Interest on the total pension liability	13,456,137	-	13,456,137
Changes of benefit terms	-	-	-
Difference between expected and actual experience	2,839,560	-	2,839,560
Changes of assumptions	-	-	-
Plan to plan resource movement	-	(2,486)	2,486
Contributions from the employer	-	1,896,803	(1,896,803)
Contributions from employees	-	1,898,079	(1,898,079)
Net investment income	-	17,321,160	(17,321,160)
Benefit payments, including refunds of employee contributions	(11,614,714)	(11,614,714)	-
Administrative expense	-	(150,915)	150,915
Other miscellaneous income/(expense)	-	-	-
Net changes during July 1, 2022 to June 30, 2023	8,254,507	9,347,927	(1,093,420)
Balance at June 30, 2023 (Measurement Date)	$ 204,452,020	$ 194,814,425	$ 9,637,595

Proportionate Share of Net Pension Liability and Pension Expense

The following table shows the City's safety plan's proportionate share of the risk pool collective net pension liability over the measure period.

Safety Plan	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (asset) (c) = (a) - (b)
Balance at June 30, 2023 (Valuation Date)	$ 259,527,416	$ 240,647,700	$ 18,879,716
Balance at June 30, 2024 (Measurement Date)	270,914,930	253,680,551	17,234,379
Net Changes during 2023-2024	11,387,514	13,032,851	(1,645,337)

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability (Continued)

Proportionate Share of Net Pension Liability and Pension Expense (Continued)

The following is the approach established by the plan actuary to allocate the net pension liability and pension expense to the individual employers within the risk pool.

(1) In determining a cost-sharing plan's proportionate share, total amounts of liabilities and assets are first calculated for the risk pool as a whole on the valuation date (June 30, 2023). The risk pool's fiduciary net position ("FNP") subtracted from its total pension liability ("TPL") determines the net pension liability ("NPL") at the valuation date.

(2) Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2024). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date. For purposes of FNP in this step and any later reference thereto, the risk pool's FNP at the measurement date denotes the aggregate risk pool's FNP at June 30, 2023 less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2023-2024).

(3) The individual plan's TPL, FNP and NPL are also calculated at the valuation date. TPL is allocated based on the rate plan's share of the actuarial accrued liability. FNP is allocated based on the rate plan's share of market value assets.

(4) Two ratios are created by dividing the plan's individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool's total TPL and FNP, respectively.

(5) The plan's TPL as of the Measurement Date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4). The plan's FNP as of the Measurement Date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.

(6) The plan's NPL at the Measurement Date is the difference between the TPL and FNP calculated in (5).

Deferred outflows of resources, deferred inflows of resources, and pension expense are allocated based on the City's share of net pension liability at the end of measurement date.

The City's proportionate share of the net pension liability was as follows:

June 30, 2023	0.252574%
June 30, 2024	0.236384%
Change - Increase (Decrease)	(0.016190)%

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the plans as of the measurement date, calculated using the discount rate of 6.90%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90%) or 1 percentage-point higher (7.90%) than the current rate:

	Plan's Net Pension Liability (asset)		
	Discount Rate - 1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate + 1% (7.90%)
Miscellaneous Plan	$ 36,490,811	$ 9,637,595	$ (12,399,319)
Safety Plan	$ 54,241,098	$ 17,234,379	$ (13,031,915)

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued CalPERS financial report.

Pension Expense (Credit) and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2025, the City recognized pension expense (credit) in the amounts of $5,193,159 and $(1,215,788) for the miscellaneous plan and safety plan, respectively.

As of measurement date of June 30, 2024, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

Miscellaneous Plan		
	Deferred outflows of Resources	Deferred inflows of Resources
Changes of assumptions	$ 334,413	$ -
Difference between expected and actual experience	2,536,904	(281,668)
Net difference between projected and actual earning on pension plan investments	3,686,890	-
Total	$ 6,558,207	$ (281,668)

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (Continued)

	Safety Plan	
	Deferred outflows of Resources	Deferred inflows of Resources
Pension contribution made after measurement date	$ 4,153,900	$ -
Changes of assumptions	424,620	-
Difference between expected and actual experience	1,406,479	(45,731)
Difference between projected and actual earnings on pension plan investments	833,031	-
Adjustment due to differences in proportions	7,562,167	-
Difference between City contributions and proportionate share of contributions	-	(10,141,071)
Total	$ 14,380,197	$ (10,186,802)

The amounts above are net of outflows and inflows recognized in the 2023-24 measurement period expense.

The expected average remaining service lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the miscellaneous plan and the safety risk pool for the 2023-24 measurement period is 3.2 and 3.7 years, which was obtained by dividing the total service years of 3,539 and 578,205 (the sum of remaining service lifetimes of the active employees) by 1,106 and 156,271 (the total number of participants: active, inactive, and retired), respectively.

$4,153,900 reported as deferred outflows of resources related to pensions for safety plan, resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and collectively net pension liability, respectively, in the year ending June 30, 2026.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

Measurement Periods Ended June 30	Deferred Outflows/ (Inflows) of Resources	
	Miscellaneous Plan	Safety Plan
2026	$ 1,889,781	$ 770,126
2027	6,052,547	178,674
2028	(704,552)	(624,279)
2029	(961,237)	(285,026)
2030	-	-
Thereafter	-	-
	$ 6,276,539	$ 39,495

Note 10 – Retirement Plans (Continued)

B. Public Agency Retirement System ("PARS")

Defined Contribution Pension Plan

For all of its part-time employees who are not eligible for coverage under the CalPERS pension plan, the City provides pension benefits through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the Public Agency Retirement Systems ("PARS"). The PARS Trust Agreement may be amended by a two-thirds majority or greater of the Member Agencies. The plan conforms to the requirements under Internal Revenue Code 401(a) and has received a favorable Letter of Determination from the Internal Revenue Service.

All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5 percent to a retirement plan, and City Council resolved to match the employees' contributions up to 3.75 percent. The City's contributions for each employee (and interest earned by the accounts) are fully vested immediately. For the year ended June 30, 2025 the City's payroll covered by the plan was $823,668. The City made employer contributions in the amount of $30,646. There were 74 participants of the Plan as of June 30, 2025.

The assets of the defined contribution pension plan are those of the part-time employees and are not included in the accompanying financial statements.

Note 11 – Other Postemployment Benefits ("OPEB")

At June 30, 2025, total OPEB liability and related deferred outflows of resources and deferred inflows of resources are as follows:

	Governmental Activities	Business-Type Activities	Total
Deferred outflows of resources:			
OPEB contribution made after measurement date	$ 3,914,761	$ 764,333	$ 4,679,094
Change in assumptions	3,644,350	961,889	4,606,239
Differences between expected and actual experience	3,812,568	1,470,170	5,282,738
Differences in projected and actual earnings	-	55,803	55,803
Total deferred outflows of resources	$ 11,371,679	$ 3,252,195	$ 14,623,874
Total other postemployment benefit liabilities	$ 60,080,037	$ 9,753,373	$ 69,833,410
Deferred inflows of resources:			
Change in assumptions	$ 16,643,669	$ 422,603	$ 17,066,272
Net difference between projected and actual return on OPEB investment	62,381	-	62,381
Differences between expected and actual experience	602,675	365,308	967,983
Total deferred inflows of resources	$ 17,308,725	$ 787,911	$ 18,096,636
OPEB expense	$ 3,456,931	$ 1,141,636	$ 4,598,567

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

General Information about the OPEB Plan

Plan Description

The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the City and who meet the qualifying criteria negotiated by the various City labor groups. The OPEB plan is a single employer plan with a trust, but without special funding situation, or non-employer contribution entities. The City offers insurance coverage from Kaiser Permanente and a self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the City. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify. Safety employees must be 50 years of age and have 25 years of full-time service in the police or fire department of the City. In October 2000, City fire services transferred to contracted services with the Los Angeles County Fire District. Postemployment benefits continue only for fire personnel retiring from service prior to that date.

The City's health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits to be paid by the City are $1,566 and $1,531 per month for the calendar years 2025 and 2024, respectively.

Eligibility

All of the Plan's employees became participants in accordance with a negotiated Memorandum of Understanding ("MOU") as negotiated by each group or bargaining unit. In order to receive benefits, eligible employees must meet the minimum requirements defined in their MOU. At June 30, 2025 valuation date, the following numbers of participants were covered by the benefit terms:

	Plans		
	Governmental Activities	GTrans	Sewer
Inactives currently receiving benefits	193	41	1
Inactives entitled to benefit payments	-	-	-
Active employees	226	101	2
Total	419	142	3

Contributions

	Fiscal Year Ended June 30, 2025		
	Governmental Activities	GTrans	Total
Benefit payments	$ 3,060,971	$ 651,738	$ 3,712,709
Trust contributions	750,000	-	750,000
Total	$ 3,810,971	$ 651,738	$ 4,462,709

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

Net OPEB Liability

The City's Net OPEB liability was measured as of June 30, 2024, and total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2024.

Significant Actuarial Assumptions Used for Total OPEB Liability

The total OPEB liability, measured as of June 30, 2024, was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age, Level Percent of Pay
Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2024
Valuation of Fiduciary Net Position	Governmental Activities and Gtrans: Fair value assets. Sewer: No assets held in an irrevocable trust as of the measurement date.
Recognition of deferred inflows and outflows of resources	Closed period equal to the average of the expected remaining service lives of all employees provided with OPEB.
Salary Increases	2.75%
Discount Rate	Governmental Activities and Sewer: 3.54% Gtrans: 6.25%
Inflation Rate	2.50%
Investment Rate of Return	6.25%, net OPEB plan investment expense
Healthcare Cost Trend Rate (City Plan)	6.00% for 2023, 5.50% for 2024, 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069 and 4.00% for 2070 and later years.
Healthcare Cost Trend Rate (Kaiser)	6.00% for 2023, 5.50% for 2024, 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069 and 4.00% for 2070 and later years.
Preretirement Mortality:	
Miscellaneous	Preretirement Mortality Rates for Public Agency Miscellaneous from CalPERS Experience Study (2000-2019).
Safety	Preretirement Mortality Rates for Public Agency Police and Fire from CalPERS Experience Study (2000-2019).
Preretirement Mortality:	
Miscellaneous	Post-retirement Mortality Rates for Public Agency Miscellaneous from CalPERS Experience Study (2000-2019).
Safety	Post-retirement Mortality Rates for Public Agency Police and Fire from CalPERS Experience Study (2000-2019).

Actuarial assumptions used in the June 30, 2024 valuation were based on a review of the plan experience during the period June 30, 2024 to June 30, 2025.

Total OPEB Liability

Change in Assumptions

Discount rate changed from 3.54% at June 30, 2022 to 3.65% at June 30, 2023 for the governmental activities and Sewer Enterprise's plans. No change in discount rate for GTrans Plan. Medical plan assumption, trend rate assumption, demographic assumption and mortality improvement scale were updated.

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

Total OPEB Liability (Continued)

Discount Rate

a. A long-term expected rate of return on OPEB plan investments – to the extent that the OPEB plan's fiduciary net position (if any) is projected to be enough to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return.

b. A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher – to the extent that the conditions in (a) are not met. To determine a resulting single (blended) rate, the amount of the plan's projected fiduciary net position (if any) and the amount of projected benefit payments is compared in each period of projected benefit payments. The discount rate used to measure the City's total OPEB liability is based on these requirements and the following information:

Reporting Date	Measurement Date	Long-Term Expected Return of Plan Investments	Bond Buyer 20-Bond GO Index	Discount Rate
June 30, 2025	June 30, 2024	6.25%	3.65%	3.65%

The discount rate used to measure total OPEB liability for Governmental Activities and Sewer was 3.65%. The discount rate used to measure the total OPEB liability for GTrans was 6.25% percent.

Investment Policy

The City's policy regarding the allocation of the plan's invested assets is established and may be amended by City management. The City participates in the California Employers' Retiree Benefit Trust (CERBT), a Section 115 trust fund dedicated to prefunding Other Postemployment Benefits for all eligible California public agencies.

The City has adopted the CERBT Strategy 1 portfolio with an objective to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. The portfolio is invested in various asset classes in percentages approved by the CalPERS Board.

Asset Class Component	Target Allocation	Expected Real Rate of Return	Benchmark
Global Equity	49.00%	+/-5%	MSCI All Country Would Index IMI (net)
Fixed Income	23.00%	+/-5%	Bloomberg Barclays Long Liability Index
Treasury Inflation-Protected Securities	5.00%	+/-3%	Bloomberg Barclays Barclays US TIPS Index
Real Estate Investment Trusts	20.00%	+/-5%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3.00%	+/-3%	S&P GSCI Total Return Index
Cash	0.00%	+2%	91 Day Treasury Bill
	100.00%		

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

Total OPEB Liability (Continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. The calculated investment rate of return was set equal to the expected ten-year compound (geometric) real return plus inflation (rounded to the nearest 25 basis points, where appropriate). The table below provides the long-term expected real rates of return by asset class (based on published capital market assumptions). Change in Net OPEB Liability.

Asset Class	Assumed Asset Allocation	Real Rate of Return
Global ex-U.S. Equity	49.00%	4.80%
U.S. Fixed	23.00%	1.80%
TIPS	5.00%	1.60%
Real Estate	20.00%	3.70%
Commodities	3.00%	1.90%
	100.00%	

Rate of Return

For the year ended on the measurement date, the annual money-weighted rate of return on investments, net of investment expense, was 6.42 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts invested.

Change in Net OPEB Liability

The following presents the changes in the net OPEB liability for the governmental activities' Retiree Health Plan:

	Increase (Decrease)		
	Total OPEB Liability (a)	**Fiduciary Net Position (b)**	**Net OPEB Liability (c) = (a) - (b)**
Balance at June 30, 2023	$ 65,653,327	$ 1,934,426	$ 63,718,901
Changes recognized for the measurement period:			
Service Cost	2,150,896	-	2,150,896
Interest on the total pension liability	2,419,492	-	2,419,492
Differences between expected and actual experience	4,175,127	-	4,175,127
Changes in assumptions and other inputs	(8,362,730)	-	(8,632,730)
Contributions - employer	-	3,810,971	(3,810,971)
Net investment income	-	211,315	(211,315)
Benefits payments	(3,060,971)	(3,060,971)	-
Administrative expenses	-	(637)	637
Net changes during July 1, 2023 to June 30, 2024	(2,678,186)	960,078	(3,638,864)
Balance at June 30, 2024 (Measurement Date)	$ 62,975,141	$ 2,895,104	$ 60,080,037

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

Change in Net OPEB Liability (Continued)

The following presents the changes in the net OPEB liability for the GTrans Enterprise's retiree OPEB Plan:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2023	$ 13,208,865	$ 5,263,268	$ 7,945,597
Changes recognized for the measurement period:			
Service cost	338,423	-	338,423
Interest on the total OPEB liability	826,647	-	826,647
Differences between expected and actual experience	628,776	-	628,776
Changes in assumptions	992,561	-	992,561
Contributions - employer	-	651,738	(651,738)
Net investment income	-	575,646	(575,646)
Benefit payments	(651,738)	(651,738)	-
Administrative expenses	-	(1,715)	1,715
Net changes during July 1, 2023 to June 30, 2024	2,134,669	573,931	1,560,738
Balance at June 30, 2024 (Measurement Date)	$ 15,434,534	$ 5,837,199	$ 9,506,335

The following presents the changes in the net OPEB liability for the Sewer Enterprise Fund (nonmajor):

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2023	$ 317,687	$ -	$ 317,687
Changes recognized for the measurement period:			
Service cost	10,819	-	10,819
Interest on the total OPEB liability	11,855	-	11,855
Differences between expected and actual experience	(92,381)	-	(92,381)
Changes in assumptions	6,997	-	6,997
Contributions - employer	-	-	-
Net investment income	-	-	-
Benefit payments	(7,489)	-	(7,489)
Administrative expenses	-	-	-
Net changes during July 1, 2023 to June 30, 2024	(70,649)	-	(70,649)
Balance at June 30, 2024 (Measurement Date)	$ 247,038	$ -	$ 247,308

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

Change in Net OPEB Liability (Continued)

Sensitivity of the net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the governmental activities Retiree Health Plans, as well as what the governmental activities total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.11 percent) or 1-percentage- point higher (6.11 percent) than the current discount rate:

	Plan's Net OPEB Liability		
	Discount Rate - 1% (4.11%)	Current Discount Rate (5.11%)	Discount Rate + 1% (6.11%)
Governmental Activities	$ 68,837,918	$ 60,080,037	$ 52,870,492

The following presents the net OPEB liability of the Sewer's Retiree Health Plans, as well as what the Sewer Enterprise's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.93 percent) or 1-percentage- point higher (4.93 percent) than the current discount rate:

	Plan's Net OPEB Liability		
	Discount Rate - 1% (2.93%)	Current Discount Rate (3.93%)	Discount Rate + 1% (4.93%)
Sewer	$ 285,499	$ 247,038	$ 215,293

The following presents the net OPEB liability of the GTrans Enterprise Retiree Health Plan, as well as what the GTrans Enterprise Retiree Health Plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage- point higher (7.25 percent) than the current discount rate:

Plan's Net OPEB Liability		
Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
$ 11,574,721	$ 9,506,335	$ 7,796,867

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the total OPEB liability of the City, GTrans, and Sewer, as well as what the City's, GTrans', and Sewer's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Plan's Net OPEB Liability		
	1% Decrease	Current Trend	1% Increase
Governmental Activities	$ 68,837,918	$ 60,080,037	$ 52,570,492
GTrans	$ 7,557,050	$ 9,506,335	$ 11,923,649
Sewer	$ 209,603	$ 247,038	$ 293,788

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

For the measurement period ended June 30, 2024, the governmental activities recognized expense of $3,456,931. At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to governmental activities OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	$ 3,812,568	$ (602,675)
Changes in assumptions	3,644,350	(16,643,669)
Net difference between projected and actual earnings on plan investments	-	(62,381)
Employer contributions made subsequent to the measurement date	3,914,761	-
Total	$ 11,371,679	$ (17,308,725)

For the measurement period ended June 30, 2024, GTrans recognized expense of $1,143,283. At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to GTrans OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	$ 1,460,820	$ (112,694)
Changes in assumptions	906,837	(349,844)
Net difference between projected and actual earnings on plan investments	55,803	-
Employer contributions made subsequent to the measurement date	756,592	-
Total	$ 3,180,052	$ (462,538)

For the measurement period ended June 30, 2024, Sewer recognized a credit of $1,647. At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to Sewer OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	$ 9,350	$ (252,614)
Changes in assumptions	55,052	(72,759)
Employer contributions made subsequent to the measurement date	7,741	-
Total	$ 72,143	$ (325,373)

The difference between projected OPEB plan investment earnings and actual earnings is amortized over a five-year period. The remaining gains and losses are amortized over the expected average remaining service life. The expected average remaining service life is 7.8 years, 8.2 years, and 14.2 years for the governmental activities, the GTrans, and the Sewer, respectively, which was determined as of June 30, 2024, the beginning of the measurement period, for employees covered by the OPEB plan benefit terms.

Note 11 – Other Postemployment Benefits ("OPEB") (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

$3,914,761, $756,592, and $7,741 reported as deferred outflows of resources related to OPEB under the governmental activities, GTrans, and Sewer, respectively resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2026. Other amount reported as deferred inflows of resources related to OPEB will be recognized in the future OPEB expense as follows:

Measurement Periods Ended June 30	Deferred Outflows/(Inflows) of Resources		
	Governmental Activities	GTrans	Sewer
2026	$ (743,672)	$ 277,531	$ (24,321)
2027	(1,215,325)	474,133	(24,321)
2028	(2,364,646)	250,545	(24,321)
2029	(2,458,154)	239,192	(23,709)
2030	(2,087,604)	323,449	(21,608)
Thereafter	(982,133)	363,354	(142,691)
	$ (9,851,534)	$ 1,928,204	$ (260,971)

Note 12 – Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salaries until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. The plan assets are under the participants control and are principally invested in demand deposits and mutual funds and are held in trust for the exclusive benefit of the participants and their beneficiaries. The plan assets are not included in the accompanying financial statements. At June 30, 2025, the amount held by the Trustee for the City employees is $38,599,034.

Note 13 – Net Position and Fund Balances

A. Government-Wide Financial Statements

Net Investment in Capital Assets

The following is the calculation of net investment in capital assets at June 30, 2025:

	Governmental Activities	Business-Type Activities
Capital Assets, net of accumulated depreciation and amortization	$ 80,003,335	$ 81,956,694
Less: outstanding principal on capital related debt, net	(22,743,905)	(347,513)
Add: Unspent debt proceeds	12,828,297	-
Less: capital assets related accounts payable	(4,422,028)	(1,191,221)
Less: retention payable	(958,283)	-
Net investments in capital assets	$ 64,707,716	$ 80,417,960

Note 13 – Net Position and Fund Balances (Continued)

B. Fund Financial Statements

Fund Balance Classification:

At June 30, 2025, fund balances are classified in the governmental funds as follows:

	General Fund	Economic Development Grants Special Revenue Fund	City Capital Projects Fund	City Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:						
Inventories	$ 52,628	$ -	$ -	$ -	$ -	$52,628
Prepaid items and deposits	303,605	-	-	2,297	50,312	356,214
Total nonspendable	356,233	-	-	2,297	50,312	408,842
Restricted:						
Economic development	-	6,033,175	-	-	-	6,033,175
Debt service	-	-	-	10,339,393	-	10,339,393
Law enforcement	-	-	-	-	3,425,402	3,425,402
Local street improvements	-	-	-	-	10,691,870	10,691,870
Community development	-	-	-	-	(79,230)	(79,230)
Capital projects	-	-	301,893	-	6,515,632	6,817,525
Other purposes	-	-	-	-	62,900	62,900
Total restricted	-	6,033,175	301,893	10,339,393	20,616,574	37,291,035
Committed:						
Emergency contingency	16,876,424	-	-	-	-	16,876,424
Senior and Aquatic Center Project	11,299,375	-	-	-	-	11,299,375
Pension stabilization fund	7,940,813	-	-	-	-	7,940,813
Total committed	36,116,612	-	-	-	-	36,116,612
Assigned:						
ERP and vehicle replacement	7,038,597	-	-	-	-	7,038,597
Equipment replacement	14,267,131	-	-	-	-	14,267,131
Future debt service payments	5,529,793	-	-	-	-	5,529,793
Benefit liability stabilization	3,441,053	-	-	-	-	3,441,053
Total assigned	30,276,574	-	-	-	-	30,276,574
Unassigned:	300,000	-	-	(1,204)	-	298,796
Total fund balance	$67,049,419	$6,033,175	$ 301,983	$ 10,340,486	$20,666,886	$104,391,859

Note 14 – Jointly Governed Organization

South Bay Regional Public Communications Authority

The City is a member of the South Bay Regional Public Communications Authority ("SBRPCA"), which provides financing and equipment for a police communications system for the City and the other member municipalities of SBRPCA - Hawthorne and Manhattan Beach. SBRPCA financial statements can be obtained from the SBRPCA at 4440 West Broadway, Hawthorne, California 90250.

Revenues, expenses and indebtedness incurred by the SBRPCA relating to services associated with central dispatch are divided by member agencies in accordance with set percentages; however, expenses incurred relating to specific equipment and services requested by an individual member agency for use by its own public safety services are paid entirely by that member agency. As of June 30, 2025, the City's percentage interest is 45.07%.

Note 15 – Commitments and Contingencies

The City participates in a number of federal and state assisted grant programs, which are subject to program compliance audits by the grantors or their representatives. Final closeout audits of these programs have not yet been completed. Accordingly, the City's ultimate compliance with applicable grant requirements will be established at some future date. Expenditures, if any, which may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City is currently a party to various claims and legal proceedings. In management's opinion, the ultimate liabilities, if any, resulting from such claims and proceedings, will not materially affect the City's financial position.

The City had outstanding construction commitments in the amount of $56,502,247 as of June 30, 2025.

Note 16 – Risk Due to Additional Spending

Since 2000, the City of Gardena has contracted with Los Angeles County to provide fire protection and emergency services. In July 2023, the Los Angeles County Fire Department requested that the City amend its contract to include an annual cost share of $1.7 million going forward. This adjustment would result in an additional $1.7 million plus 5%-6% increase each year in expenditure for the General Fund. The City is currently negotiating with the Los Angeles County Fire Department and evaluating all available options.

Note 17 – Subsequent Events

On September 28, 2024, SB549: Gaming Trial Nations Access to Justic Act was signed into law. This law allows Indian tribes to bring legal action against California licensed card clubs. A court declaration in favor of the Indian tribe would stop almost all controlled games at local card clubs like the Hustler Casino and the Lucky Lady Casino in Gardena. The potential adverse financial effect to the City is estimated to be around $8-$10 million per fiscal year for the General Fund. In October 2025, the court dismissed the case, but the plaintiff is appealing.

Management has evaluated subsequent events through December 4, 2025, which is the date the financial statements were available to be issued.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Required Supplementary Information (Unaudited)
Budgetary Comparison Schedule - General Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 71,987,230	$ 67,906,603	$ 72,234,462	$ 4,327,859
Licenses and permits	2,047,130	1,968,790	1,967,596	(1,194)
Intergovernmental	452,500	537,500	501,611	(35,889)
Charges for services	6,445,052	5,461,996	5,941,699	479,703
Fines, forfeitures and penalties	875,000	1,220,929	1,017,194	(203,735)
Use of money and property	1,147,050	355,000	3,384,334	3,029,334
Miscellaneous	502,036	502,286	517,710	15,424
Total revenues	83,455,998	77,953,104	85,564,606	7,611,502
EXPENDITURES:				
Current:				
General government:				
City clerk	641,173	761,567	587,413	174,154
City treasurer	92,546	81,686	108,102	(26,416)
Executive office	1,945,742	1,864,266	1,509,598	354,668
Administrative services	3,615,151	3,356,682	3,123,429	233,253
Non-departmental	1,753,662	3,793,859	2,418,083	1,375,776
Public safety:				
Police	37,490,259	36,096,596	37,446,965	(1,350,369)
L.A. County Fire Department	14,645,597	13,493,514	13,907,982	(414,468)
Public works	8,333,344	7,911,981	7,853,200	58,781
Recreation and human services	6,864,213	5,083,378	5,659,246	(575,868)
Community development	3,592,599	3,263,654	3,513,725	(250,071)
Capital outlay	1,348,472	1,105,607	1,886,398	(780,791)
Debt service:				
Principal retirement	-	-	536,927	(536,927)
Interest and fiscal charges	-	-	89,726	(89,726)
Total expenditures	80,322,758	76,812,790	78,640,794	(1,828,004)
REVENUES OVER (UNDER) EXPENDITURES	3,133,240	1,140,314	6,923,812	5,783,498
OTHER FINANCING SOURCES (USES):				
Transfers in	11,358,940	11,272,245	3,614,730	(7,657,515)
Transfers out	(12,690,623)	(12,428,759)	(3,591,816)	8,836,943
Issuance of subscription debt	-	-	485,710	485,710
Total other financing sources (uses)	(1,331,683)	(1,156,514)	508,624	1,665,138
NET CHANGE IN FUND BALANCE	1,801,557	(16,200)	7,432,436	7,448,636
FUND BALANCE:				
Beginning of year			59,616,983	
End of year			$ 67,049,419	

City of Gardena
Required Supplementary Information (Unaudited)
Budgetary Comparison Schedule - Economic Development Grants Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ -	$ -	$ 528,716	$ 528,716
Charges for services	46,000	-	157,000	157,000
Fines, forfeitures and penalties	486,000	790,000	11,251	(778,749)
Use of money and property	30,000	20,000	161,308	141,308
Miscellaneous	3,800,000	4,000,000	137,542	(3,862,458)
Total revenues	4,362,000	4,810,000	995,817	(3,814,183)
EXPENDITURES:				
Current:				
Public works	4,000,000	4,000,000	-	4,000,000
Recreation and human services	-	-	373,912	(373,912)
Community development	30,000	4,758,000	25,567	4,732,433
Capital outlay	-	-	79,459	(79,459)
Total expenditures	4,030,000	8,758,000	478,938	8,279,062
REVENUES OVER (UNDER) EXPENDITURES	332,000	(3,948,000)	516,879	4,464,879
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	4,048	4,048
Transfers out	(9,432,178)	(4,656,000)	(459,492)	4,196,508
Total other financing sources (uses)	(9,432,178)	(4,656,000)	(455,444)	4,200,556
NET CHANGE IN FUND BALANCE	(9,100,178)	(8,604,000)	61,435	8,665,435
FUND BALANCE:				
Beginning of year			5,971,740	
End of year			$ 6,033,175	

City of Gardena
Required Supplementary Information (Unaudited)
Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2025

Note 1 - Budgetary Control and Accounting Policy

The City adopts annual budgets for the General Fund, special revenue funds, and debt service funds as well as adopts project length budgets for projects within the City Capital Projects Fund. During the year ended June 30, 2025, the City did not adopt a budget for the Asset Forfeiture Special Revenue Fund.

The City's budget is a detailed operating plan, which identifies estimated costs and results in relation to estimated revenues. The budget includes (1) the programs, projects, services, and activities to be provided during the fiscal year, (2) the estimated resources (inflows) and amounts available for appropriation and (3) the estimated charges to appropriations (outflows). The budget represents a process through which policy decisions are made, implemented, and controlled. The City's policy prohibits expending funds for which there is no legal appropriation.

The City's procedures for preparing the budgetary data reflected in the financial statements are:

- The budget is prepared under the City Manager's direction and adopted by the City Council, generally prior to June 30 of each year. It is revised periodically during the year by the City Council. The budget presented in the financial statements includes the original and final amounts.
- The budget serves as a policy document for the deliverance of public services; however, expenditures are individually approved by the City Council. The City Manager is authorized to transfer amounts within individual fund budgets without the approval of City Council. Additional appropriations during the year may be submitted to the City Council for review and approval.
- Budget information is presented for the governmental fund types. Budgeted revenue amounts represent the original budget modified by Council-authorized adjustments during the year, which were contingent upon new, or additional revenue sources. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year.
- Total expenditures of each governmental fund may not legally exceed fund appropriations, and total expenditures for each department (for example: police department, public works department, community development department, etc.) may not legally exceed departmental appropriations. The City does not employ encumbrance accounting. The budgets conform, in all material respects, to U.S. GAAP.
- Appropriations lapse at year-end to the extent they have not been expended, except for capital projects appropriations which lapse when individual projects are completed.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended June 30, 2025

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

Measurement period	2014-15	2015-16	2016-17	2017-18	2018-19
Total pension liability					
Service cost	$ 2,672,238	$ 2,740,901	$ 3,129,118	$ 3,173,762	$ 3,162,100
Interest	10,024,136	10,454,955	10,781,297	11,153,035	11,820,982
Changes of benefit terms	-	-	-	-	-
Change in assumptions	(2,344,195)	-	8,715,907	(778,396)	-
Difference between expected and actual experience	(500,092)	(36,375)	(553,030)	122,851	3,672,690
Benefit payments, including refunds of employee contributions	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)	(8,816,825)
Net change in total pension liability	2,920,315	5,965,855	14,403,800	5,184,605	9,838,947
Total pension liability - beginning	136,008,515	138,928,830	144,894,685	159,298,485	164,483,090
Total pension liability - ending (a)	$138,928,830	$ 144,894,685	$ 159,298,485	$ 164,483,090	$ 174,322,037
Pension fiduciary net position					
Contributions - employer	$ 2,016,919	$ 2,317,060	$ 2,645,234	$ 3,015,630	$ 3,688,807
Contributions - employee	1,242,246	1,321,368	1,327,795	1,405,045	1,457,546
Net investment income	2,536,012	604,797	12,260,577	10,029,125	8,130,102
Benefit payments, including refunds of employee contributions	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)	(8,816,825)
Net plan to plan resource movement	-	(1,234)	11,249	(291)	-
Administrative expense	(128,654)	(69,658)	(164,291)	(186,505)	(89,280)
Other miscellaneous income/(expense)[1]	-	-	-	(354,176)	291
Net change in plan fiduciary net position	(1,265,249)	(3,021,293)	8,411,072	5,422,181	4,370,641
Plan fiduciary net position - beginning[2]	115,562,210	114,296,961	111,275,668	119,686,740	125,108,921
Plan fiduciary net position - ending (b)	$114,296,961	$ 111,275,668	$ 119,686,740	$ 125,108,921	$ 129,479,562
Plan net pension liability - ending (a)-(b)	$ 24,631,869	$ 33,619,017	$ 39,611,745	$ 39,374,169	$ 44,842,475
Plan fiduciary net position as a percentage of the total pension liability	82.27%	76.80%	75.13%	76.06%	74.28%
Covered payroll	$ 18,094,788	$ 19,012,911	$ 19,306,012	$ 19,929,430	$ 20,102,352
Plan net pension liability as a percentage of covered payroll	136.13%	176.82%	205.18%	197.57%	223.07%

[1] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statement to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[2] Includes one year's payroll growth using 2.80% payroll growth assumption for fiscal year ended June 20, 2022; 2.75% payroll growth assumption for fiscal years ended June 20, 2018-21; 3.00% payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Benefit Changes: The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Management Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios (Continued)
For the Year Ended June 30, 2025

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

Measurement period	2019-20	2020-21	2021-22	2022-23	2023-24
Total pension liability					
Service cost	$ 3,329,543	$ 3,190,091	$ 3,211,338	$ 3,290,767	$ 3,573,524
Interest	12,201,071	12,451,995	12,420,366	12,911,242	13,456,137
Changes of benefit terms	-	-	-	274,039	-
Change in assumptions	-	-	5,350,605	-	-
Difference between expected and actual experience	(593,300)	(1,841,509)	(4,506,679)	1,931,594	2,839,560
Benefit payments, including refunds of employee contributions	(9,498,332)	(10,721,565)	(10,568,643)	(10,957,147)	(11,614,714)
Net change in total pension liability	5,438,982	3,079,012	5,906,987	7,450,495	8,254,507
Total pension liability - beginning	174,322,037	179,761,019	182,840,031	188,747,018	196,197,513
Total pension liability - ending (a)	$ 179,761,019	$ 182,840,031	$ 188,747,018	$ 196,197,513	$ 204,452,020
Pension fiduciary net position					
Contributions - employer	$ 4,397,533	$ 46,940,155	$ 2,100,703	$ 1,934,460	$ 1,896,803
Contributions - employee	1,611,737	1,203,298	1,242,880	1,594,067	1,898,079
Net investment income	6,417,192	35,069,162	(15,201,569)	11,006,934	17,321,160
Benefit payments, including refunds of employee contributions	(9,498,332)	(10,721,565)	(10,568,643)	(10,957,147)	(11,614,714)
Net plan to plan resource movement	-	-	-	(8,010)	(2,486)
Administrative expense	(182,534)	(132,085)	(127,444)	(133,856)	(150,915)
Other miscellaneous income/(expense)[1]	-	-	-	-	-
Net change in plan fiduciary net position	2,745,596	72,358,965	(22,554,073)	3,436,448	9,347,927
Plan fiduciary net position - beginning[2]	129,479,562	132,225,158	204,584,123	182,030,050	185,466,498
Plan fiduciary net position - ending (b)	$ 132,225,158	$ 204,584,123	$ 182,030,050	$ 185,466,498	$ 194,814,425
Plan net pension liability - ending (a)-(b)	$ 47,535,861	$ (21,744,092)	$ 6,716,968	$ 10,731,015	$ 9,637,595
Plan fiduciary net position as a percentage of the total pension liability	73.56%	111.89%	96.44%	94.53%	95.29%
Covered payroll	$ 21,343,226	$ 20,567,963	$ 18,319,096	$ 19,110,147	$ 20,897,800
Plan net pension liability as a percentage of covered payroll	222.72%	-105.72%	36.67%	56.15%	46.12%

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended June 30, 2025

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Safety Plan

Measurement period	2014-15	2015-16	2016-17	2017-18	2018-19
City's Proportion of the Net Pension Liability/(Asset)	0.65832%	0.62924%	0.61206%	0.62701%	0.55899%
City's Proportionate share of the Net Pension Liability/(Asset)	$ 45,186,413	$ 54,448,433	$ 60,699,742	$ 60,419,894	$ 57,280,320
City's Covered payroll	$ 9,351,143	$ 10,491,839	$ 10,435,515	$ 11,232,919	$ 12,156,428
City's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its covered payroll	483.22%	518.96%	581.67%	537.88%	471.19%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	77.40%	68.79%	68.27%	69.50%	72.58%

	2019-20	2020-21	2021-22	2022-23	2023-24
City's Proportion of the Net Pension Liability/(Asset)	0.56472%	-0.50839%	0.10940%	0.25257%	0.23638%
City's Proportionate share of the Net Pension Liability/(Asset)	$ 61,443,923	$ (27,495,287)	$ 12,636,888	$ 18,879,716	$ 17,234,379
City's Covered payroll	$ 11,992,232	$ 11,768,395	$ 12,233,930	$ 13,043,131	$ 14,136,619
City's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its covered payroll	512.36%	-233.64%	103.29%	144.75%	121.91%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	72.05%	111.98%	94.86%	74.87%	76.66%

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2025

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	2014-15	2015-16	2016-17	2017-18	2018-19
Actuarially determined contribution	$ 2,016,919	$ 2,317,060	$ 2,645,234	$ 3,015,630	$ 3,688,807
Contributions in relation to the actuarially determined contributions [1]	$ (2,016,919)	$ (2,317,060)	$ (2,645,234)	$ (3,015,630)	$ (3,688,807)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll [2]	$ 18,094,788	$ 19,012,911	$ 19,306,012	$ 19,929,430	$ 20,102,352
Contributions as a percentage of covered employee payroll	11.15%	12.19%	13.70%	15.13%	18.35%

	2019-20	2020-21 [3]	2021-22	2022-23	2023-24
Actuarially determined contribution	$ 4,397,533	$ 4,625,188	$ 2,100,703	$ 1,934,460	$ 1,896,803
Contributions in relation to the actuarially determined contributions [1]	$ (4,397,533)	$ (46,910,155)	$ (2,100,703)	$ (1,934,460)	$ (1,896,803)
Contribution deficiency (excess)	$ -	$ (42,284,967)	$ -	$ -	$ -
Covered payroll [2]	$ 21,343,226	$ 20,567,963	$ 18,319,096	$ 19,110,147	$ 20,897,800
Contributions as a percentage of covered employee payroll	20.60%	228.07%	11.47%	10.12%	9.08%

[1] Employers are assumed to make contributions equal to the actuarially determined contributions However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

[2] Includes one year's payroll growth using 2.8% payroll growth assumption for fiscal year ended June 30, 2022; 2.75% payroll growth assumptions for fiscal year ended June 30, 2018-21; 3.00% payroll growth assumption for fiscal years ended June 30, 2014-17.

[3] During FY2020-21, the City contributed $42,022,534 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined for Fiscal Year 2021-22 were derived from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value
Inflation	2.50%
Salary increases	Varies by entry age and service
Payroll Growth	2.750%
Investment rate of return	7.00% net of pension plan investment and administrative expenses; includes Inflation.
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience study for the period from 1997 to 2015
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2025

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Safety Plan

	2015-16	2016-17	2017-18	2018-19 [2]	2019-20
Actuarially determined contribution	$ 4,917,350	$ 5,401,275	$ 6,093,811	$ 6,617,559	$ 6,185,808
Contributions in relation to the actuarially determined contributions	$ (4,917,350)	$ (5,401,275)	$ (6,093,811)	$ (12,677,559)	$ (6,185,808)
Contribution deficiency (excess)	$ -	$ -	$ -	$ (6,060,000)	$ -
Covered payroll [1]	$ 10,491,839	$ 10,435,515	$ 11,232,919	$ 12,156,428	$ 21,343,226
Contributions as a percentage of covered employee payroll	46.87%	51.76%	54.25%	104.29%	28.98%

	2020-21 [3]	2021-22	2022-23	2023-24	2024-25
Actuarially determined contribution	$ 8,595,603	$ 2,950,604	$ 3,126,759	$ 2,994,848	$ 4,153,900
Contributions in relation to the actuarially determined contributions	$ (60,369,859)	$ (2,950,604)	$ (3,126,759)	$ (2,994,848)	$ (4,153,900)
Contribution deficiency (excess)	$ (51,774,256)	$ -	$ -	$ -	$ -
Covered payroll [1]	$ 11,768,395	$ 12,233,930	$ 12,576,480	$ 14,136,619	$ 15,369,014
Contributions as a percentage of covered employee payroll	512.98%	24.12%	24.86%	21.19%	27.03%

[1] Payroll form 2021-22 was assumed to increase by the 2.8% payroll growth assumptions.

[2] During FY 2018-19, the City contributed $6,060,000 to CalPERS to proceed with the 20 year fresh start of the unfunded liability to the safety plan.

[3] During FY2020-21, the City contributed $51,774,256 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.

Notes to Schedule:

Change in Benefit Terms: There was no change in benefit terms.

Changes of Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long-term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates 2017 through 2021, 7.65% for measurement dates 2015 through 2016, and 7.50%for measurement date 2014. None in 2019-2021. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15%. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2025
Last Ten Fiscal Years
Governmental Activities Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Total OPEB Liability					
Service cost	$ 2,001,000	$ 1,619,506	$ 1,649,332	$ 1,902,932	$ 2,450,797
Transfers to Sewer	-	(288,000)	-	-	-
Interest	1,888,000	2,141,404	2,284,925	2,265,606	1,663,721
Changes in benefit terms	-	-	-	-	-
Changes in assumptions	(7,755,000)	(4,569,074)	3,665,059	10,099,593	654,965
Actual and expected experience difference	-	2,253,827	-	(2,109,370)	-
Benefit payments	(2,162,000)	(2,247,465)	(2,251,080)	(2,075,527)	(2,237,985)
Other - funding rates used by benefits paid	580,000	-	-	-	-
Net change in total OPEB liability	(5,448,000)	(1,089,802)	5,348,236	10,083,234	2,531,498
Total OPEB liability - beginning	65,056,000	59,608,000	58,518,198	63,866,434	73,949,668
Total OPEB liability - ending (a)	$ 59,608,000	$ 58,518,198	$ 63,866,434	$ 73,949,668	$ 76,481,166
Plan Fiduciary Net Position					
Contribution - employer	$ -	$ 2,247,465	$ 2,401,080	$ 2,075,527	$ 2,237,985
Contribution - employee	-	-	-	-	-
Net investment income	-	-	1,792	5,361	43,168
Benefit payments, including refunds	-	(2,247,465)	(2,251,080)	(2,075,527)	(2,237,985)
Administrative expense	-	-	(1)	(74)	(59)
Other changes	-	-	-	-	-
Net change in plan fiduciary net position	-	-	151,791	5,287	43,109
Plan fiduciary net position - beginning	-	-	-	151,791	157,078
Plan fiduciary net position - ending (b)	-	-	151,791	157,078	200,187
Net OPEB liability (asset) - ending (a)-(b)	$ 59,608,000	$ 58,518,198	$ 63,714,643	$ 73,792,590	$ 76,280,979
Fiduciary net position as a % of total OPEB liability	0.00%	0.00%	0.24%	0.21%	0.26%
Covered payroll	25,500,000	23,523,270	24,650,894	25,558,730	22,948,265
Net OPEB liability as a percentage of payroll	233.76%	248.77%	258.47%	288.72%	332.40%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

Changes of assumptions: In 2022, the accounting discount rate increase from 2.16% to 3.54%. In addition, the demographic assumptions and the inflation rate assumption were changed in accordance with the 2002-2016 CalPERS Experience Study and Review of Actuarial Assumptions. In 2021, the accounting discount rate decreased from 2.21% to 2.16%. In 2020, the accounting discount rate decreased from 3.58% to 3.87%. In 2017, the accounting discount rate incareased from 2.85% to 3.58%.
Changes of benefit terms: There were no changes of benefitterms in 2022.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios (Continued)
For the Year Ended June 30, 2025

Last Ten Fiscal Years

Governmental Activities Retiree Healthcare Plan

For the Measurement Period:	2021-22	2022-23	2023-24
Total OPEB Liability			
Service cost	$ 2,815,579	$ 2,096,595	$ 2,150,896
Transfers to Sewer	-	-	-
Interest	1,688,245	2,325,252	2,419,492
Changes in benefit terms	-	-	-
Changes in assumptions	(14,060,251)	(980,157)	(8,362,730)
Actual and expected experience difference	303,548	-	4,175,127
Benefit payments	(2,286,676)	(2,729,974)	(3,060,971)
Other - funding rates used by benefits paid	-	-	-
Net change in total OPEB liability	(11,539,555)	711,716	(2,678,186)
Total OPEB liability - beginning	76,481,166	64,941,611	65,653,327
Total OPEB liability - ending (a)	$ 64,941,611	$ 65,653,327	$ 62,975,141
Plan Fiduciary Net Position			
Contribution - employer	$ 2,286,676	$ 4,479,974	$ 3,810,971
Contribution - employee	-	-	-
Net investment income	(26,789)	11,129	211,315
Benefit payments, including refunds	(2,286,676)	(2,729,974)	(3,060,971)
Administrative expense	(51)	(50)	(637)
Other changes	-	-	-
Net change in plan fiduciary net position	(26,840)	1,761,079	960,678
Plan fiduciary net position - beginning	200,187	173,347	1,934,426
Plan fiduciary net position - ending (b)	173,347	$ 1,934,426	$ 2,895,104
Net OPEB liability (asset) - ending (a)-(b)	$ 64,768,264	$ 63,718,901	$ 60,080,037
Fiduciary net position as a % of total OPEB liability	0.27%	2.95%	4.60%
Covered payroll	24,154,486	25,140,436	29,862,164
Net OPEB liability as a percentage of payroll	268.14%	253.45%	201.19%

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2025
Last Ten Fiscal Years
GTrans Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Total OPEB Liability					
Service cost	$ 232,000	$ 238,960	$ 291,129	$ 299,863	$ 340,578
Interest	598,000	629,344	661,199	706,976	691,860
Changes in benefit terms	-	-	-	-	-
Changes in assumptions	-	(357,602)	-	117,261	-
Actual and expected experience difference	-	301,185	-	(294,459)	-
Benefit payments	(462,000)	(494,701)	(289,528)	(276,271)	(272,358)
Other - funding rates used by benefits paid	190,000	-	-	-	-
Net change in total OPEB liability	558,000	317,186	662,800	553,370	760,080
Total OPEB liability - beginning	8,774,000	9,332,000	9,649,186	10,311,986	10,865,356
Total OPEB liability - ending (a)	$ 9,332,000	$ 9,649,186	$ 10,311,986	$ 10,865,356	$ 11,625,436
Plan Fiduciary Net Position					
Contribution - employer	$ 462,000	$ 4,516,245	$ 289,528	$ 276,271	$ 272,358
Contribution - employee	-	-	-	-	-
Net investment income	-	60,118	251,747	152,987	1,231,806
Benefit payments, including refunds	(462,000)	(494,701)	(289,528)	(276,271)	(272,358)
Administrative expense	-	(505)	(874)	(2,115)	(1,696)
Other changes	-	-	-	-	-
Net change in plan fiduciary net position	-	4,081,157	250,873	150,872	1,230,110
Plan fiduciary net position - beginning	-	-	4,081,157	4,332,030	4,482,902
Plan fiduciary net position - ending (b)	-	4,081,157	4,332,030	4,482,902	5,713,012
Net OPEB liability (asset) - ending (a)-(b)	$ 9,332,000	$ 5,568,029	$ 5,979,956	$ 6,382,454	$ 5,912,424
Fiduciary net position as a % of total OPEB liability	0.00%	42.30%	42.01%	41.26%	49.14%
Covered payroll	9,759,000	10,316,000	9,798,690	10,811,701	8,791,518
Net OPEB liability as a percentage of payroll	95.62%	53.97%	61.03%	59.03%	67.25%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

Changes of assumptions: In 2022, there were no changes in discount rate; however, the demographic assumptions and the inflation rate assumptions were changed in accordance with the 2002-2019 CalPERS Experience Study and Review of Actuarial Assumptions. In 2020, the discount rate change from 6.75% to 6.25% and the inflation assumption was changed from 2.75% per year to 2.50%. In 2019, there were no changes in assumptions. In 2018, medical plan at retirement assumption updated, trend rate updated, demographic assumptions were updated to CalPERS 1997-2015 Experience Study, and mortality improvement scale was updated to Scale MP-2018. In 2017, there were no changes.

Changes of benefit terms: There were no changes of benefit terms in 2022.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios (Continued)
For the Year Ended June 30, 2025

Last Ten Fiscal Years

GTrans Retiree Healthcare Plan

For the Measurement Period:	2021-22	2022-23	2023-24
Total OPEB Liability			
Service cost	$ 300,182	$ 315,938	$ 338,423
Interest	718,462	794,147	826,647
Changes in benefit terms	(873,696)	-	-
Changes in assumptions	(475,092)	-	992,561
Actual and expected experience difference	1,378,033	-	628,776
Benefit payments	-	(574,545)	(651,738)
Other - funding rates used by benefits paid	-	-	-
Net change in total OPEB liability	1,047,889	535,540	2,134,669
Total OPEB liability - beginning	11,625,436	12,673,325	13,208,865
Total OPEB liability - ending (a)	$ 12,673,325	$ 13,208,865	$ 15,343,534
Plan Fiduciary Net Position			
Contribution - employer	$ 873,696	$ 574,545	$ 651,738
Contribution - employee	-	-	-
Net investment income	357,018	317,552	575,646
Benefit payments, including refunds	(873,696)	(574,545)	(651,738)
Administrative expense	(1,447)	(1,437)	(1,715)
Other changes	(1,121,430)	-	-
Net change in plan fiduciary net position	(765,859)	316,115	573,931
Plan fiduciary net position - beginning	5,713,012	4,947,153	5,263,268
Plan fiduciary net position - ending (b)	4,947,153	$ 5,263,268	$ 5,837,199
Net OPEB liability (asset) - ending (a)-(b)	$ 7,726,172	$ 7,945,597	$ 9,506,335
Fiduciary net position as a % of total OPEB liability	39.04%	39.85%	38.04%
Covered payroll	10,652,412	9,500,663	11,337,927
Net OPEB liability as a percentage of payroll	72.53%	83.63%	83.85%

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2025
Last Ten Fiscal Years
Sewer Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Total OPEB Liability					
Service cost	$ -	$ 16,001	$ 19,620	$ 22,199	$ 73,740
Transfers from the Governmental Activities	-	288,000	-	-	-
Interest	-	10,883	11,678	12,351	11,482
Changes in benefit terms	-	-	-	-	-
Changes in assumptions	-	(32,020)	17,238	64,526	5,084
Actual and expected experience difference	-	(709)	-	16,025	-
Benefit payments	-	-	-	-	-
Other - funding rates used by benefits paid	-	-	-	-	-
Net change in total OPEB liability	-	282,155	48,536	115,101	90,306
Total OPEB liability - beginning	-	-	282,155	330,691	445,792
Total OPEB liability - ending (a)	$ -	$ 282,155	$ 330,691	$ 445,792	$ 536,098
Plan Fiduciary Net Position					
Contribution - employer	$ -	$ -	$ -	$ -	$ -
Contribution - employee	-	-	-	-	-
Net investment income	-	-	-	-	-
Benefit payments, including refunds	-	-	-	-	-
Administrative expense	-	-	-	-	-
Other changes	-	-	-	-	-
Net change in plan fiduciary net position	-	-	-	-	-
Plan fiduciary net position - beginning	-	-	-	-	-
Plan fiduciary net position - ending (b)	-	-	-	-	-
Net OPEB liability (asset) - ending (a)-(b)	$ -	$ 282,155	$ 330,691	$ 445,792	$ 536,098
Fiduciary net position as a % of total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%
Covered payroll	N/A	388,821	482,665	515,111	497,972
Net OPEB liability as a percentage of payroll	N/A	72.57%	68.51%	86.54%	107.66%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

Changes of assumptions: In 2022, the accounting discount rate increase from 2.16% to3.54%. In 2020, the accounting discount rate decreased from 2.21% to 2.16%. In 2020, the accounting discount rate decreased from 3.50% to 2.21%. In 2019, the accounting discount rate increased from 3.87% to 3.50%. In 2018, the accounting discount rate increased from 3.58% to 3.87%. In 2017, the accounting discount rate increased from 2.85% to 3.58%.

Changes of benefit terms: There were no changes of benefit terms in 2022.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in the Net OPEB Liability and Related Ratios (Continued)
For the Year Ended June 30, 2025

Last Ten Fiscal Years

Sewer Retiree Healthcare Plan

For the Measurement Period:	2021-22	2022-23	2023-24
Total OPEB Liability			
Service cost	$ 32,554	$ 26,422	$ 10,819
Transfers from the Governmental Activities	-	-	-
Interest	12,283	11,207	11,855
Changes in benefit terms	-	-	-
Changes in assumptions	(71,603)	(5,457)	6,997
Actual and expected experience difference	(214,606)	-	(92,831)
Benefit payments	-	(9,211)	(7,489)
Other - funding rates used by benefits paid	-	-	-
Net change in total OPEB liability	(241,372)	22,961	(70,649)
Total OPEB liability - beginning	536,098	294,726	317,687
Total OPEB liability - ending (a)	$ 294,726	$ 317,687	$ 247,038
Plan Fiduciary Net Position			
Contribution - employer	$ -	$ -	$ -
Contribution - employee	-	-	-
Net investment income	-	-	-
Benefit payments, including refunds	-	-	-
Administrative expense	-	-	-
Other changes	-	-	-
Net change in plan fiduciary net position	-	-	-
Plan fiduciary net position - beginning	-	-	-
Plan fiduciary net position - ending (b)	-	$ -	$ -
Net OPEB liability (asset) - ending (a)-(b)	$ 294,726	$ 317,687	$ 247,038
Fiduciary net position as a % of total OPEB liability	0.00%	0.00%	0.00%
Covered payroll	386,209	599,215	675,219
Net OPEB liability as a percentage of payroll	76.31%	53.02%	36.59%

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans
For the Year Ended June 30, 2025
Last Ten Fiscal Years
Governmental Activities Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Actuarially determined contributions	$ 5,029,000	N/A	$ 3,631,000	$ 3,867,000	$ 3,941,000
Contributions in relation to the actuarially determined contribution	(2,162,000)	(2,247,465)	(2,557,088)	(2,075,527)	(2,237,985)
Contribution deficiency (excess)	$ 2,867,000	$ (2,247,465)	$ 1,073,912	$ 1,791,473	$ 1,703,015
Covered payroll	N/A	$ 23,523,270	$ 24,650,894	$ 25,558,730	$ 22,948,265
Contributions as a percentage of covered payroll	N/A	N/A	10.37%	8.12%	9.75%

For the Measurement Period:	2021-22	2022-23	2023-24	2024-25
Actuarially determined contributions	$ 4,211,000	$ 5,012,263	$ 5,150,100	$ 6,158,729
Contributions in relation to the actuarially determined contribution	(2,286,676)	(4,966,034)	(4,479,974)	(3,810,971)
Contribution deficiency (excess)	$ 1,924,324	$ 46,229	$ 670,126	$ 2,347,758
Covered payroll	$ 24,154,486	$ 24,818,734	$ 29,862,164	$ 30,703,972
Contributions as a percentage of covered payroll	9.47%	20.01%	15.00%	12.41%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2023-24 were derived from the June 30, 2023 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Discount rate:	Level % of pay
Long-term expected return	6.25%
Municipal bond index	3.54%
GASB 75	3.54%
Salary increases	2.75%
Withdrawal	Miscellaneous and Safety - Terminated Refund and Terminated Vested Rates for Public Agency Miscellaneous and Police from CalPERS Experience Study (2000-2019).
Pre-retirement mortality	Miscellaneous and Safety - Preretirement Mortality Rates for Public Agency Miscellaneous and Police and Fire from CalPERS Experience Study (2000-2019).
Postretirement mortality	Miscellaneous and Safety - Postretirement Mortality Rates for Public Agency Miscellaneous and Police and Fire from CalPERS Experience Study (2000-2019).
Retirement	Miscellaneous - Classic - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 55-from CalPERS Experience Study (2000-2019). Miscellaneous - PEPRA - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 62-from CalPERS Experience Study (2000-2019). Police - Classic - Service Retirement Rates for Public Agency Police-3.00% at 50-CalPERS Experience Study (2000-2019). Police - PEPRA - Service Retirement Rates for Public Agency Police-2.70% at 57-CalPERS Experience Study (2000-2019).
Medical trend	Pre-Medicare-6.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare City Plan-6.0% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare Kaiser-4.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans
For the Year Ended June 30, 2025
Last Ten Fiscal Years
GTrans Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Actuarially determined contributions	$ 848,000	$ 785,000	$ 721,000	$ 776,000	$ 848,000
Contributions in relation to the actuarially determined contribution	(462,000)	(4,516,544)	(532,056)	(276,271)	(272,358)
Contribution deficiency (excess)	$ 386,000	$ (3,731,544)	$ 188,944	$ 499,729	$ 575,642
Covered payroll	$ 9,759,000	$ 10,316,000	$ 9,798,690	$ 10,811,701	$ 8,791,518
Contributions as a percentage of covered payroll	4.73%	43.78%	5.43%	2.56%	3.10%

For the Measurement Period:	2021-22	2022-23	2023-24	2024-25
Actuarially determined contributions	$ 899,000	$ 954,864	$ 981,123	$ 1,286,603
Contributions in relation to the actuarially determined contribution	(873,696)	(724,778)	(574,545)	(651,738)
Contribution deficiency (excess)	$ 25,304	$ 230,086	$ 406,578	$ 634,865
Covered payroll	$ 10,484,293	$ 10,954,086	$ 11,337,927	$ 11,764,091
Contributions as a percentage of covered payroll	8.33%	6.62%	5.07%	5.54%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2023-24 were derived from the June 30, 2023 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Discount rate:	Level % of pay
Long-term expected return	6.25%
Municipal bond index	3.54%
GASB 75	6.25%
Salary increases	2.75%
Withdrawal	Miscellaneous - Terminated Refund and Terminated Vested Rates for Public Agency Miscellaneous from CalPERS Experience Study (2000-2019).
Pre-retirement mortality	Miscellaneous - Preretirement Mortality Rates for Public Agency Miscellaneous from CalPERS Experience Study (2000-2019).
Postretirement mortality	Miscellaneous - Postretirement Mortality Rates for Public Agency Miscellaneous from CalPERS Experience Study (2000-2019).
Retirement	Miscellaneous - Classic - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 55-from CalPERS Experience Study (2000-2019). Miscellaneous - PEPRA - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 62-from CalPERS Experience Study (2000-2019).
Medical trend	Pre-Medicare-6.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare City Plan-6.0% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare Kaiser-4.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans
For the Year Ended June 30, 2025
Last Ten Fiscal Years
Sewer Retiree Healthcare Plan

For the Measurement Period:	2016-17 [1]	2017-18	2018-19	2019-20	2020-21
Actuarially determined contributions	$ -	$ -	$ 25,000	$ 26,000	$ 46,000
Contributions in relation to the actuarially determined contribution	-	-	-	-	-
Contribution deficiency (excess)	$ -	$ -	$ 25,000	$ 26,000	$ 46,000
Covered payroll	N/A	$ 388,821	$ 482,665	$ 515,111	$ 497,972
Contributions as a percentage of covered payroll	N/A	N/A	0.00%	0.00%	0.00%

For the Measurement Period:	2021-22	2022-23	2023-24	2024-25
Actuarially determined contributions	$ 48,000	$ 32,004	$ 74,388	$ 24,046
Contributions in relation to the actuarially determined contribution	-	(10,147)	-	(7,489.00)
Contribution deficiency (excess)	$ 48,000	$ 21,857	$ 74,388	$ 16,557.00
Covered payroll	$ 386,578	$ 397,209	$ 675,219	$ 712,031
Contributions as a percentage of covered payroll	0.00%	2.55%	0.00%	1.05%

[1] Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2023-24 were derived from the June 30, 2023 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Discount rate:	Level % of pay
Long-term expected return	6.25%
Municipal bond index	3.54%
GASB 75	3.54%
Salary increases	2.75%
Withdrawal	Miscellaneous and Safety - Terminated Refund and Terminated Vested Rates for Public Agency Miscellaneous and Police from CalPERS Experience Study (2000-2019).
Pre-retirement mortality	Miscellaneous and Safety - Preretirement Mortality Rates for Public Agency Miscellaneous and Police and Fire from CalPERS Experience Study (2000-2019).
Postretirement mortality	Miscellaneous and Safety - Postretirement Mortality Rates for Public Agency Miscellaneous and Police and Fire from CalPERS Experience Study (2000-2019).
Retirement	Miscellaneous - Classic - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 55-from CalPERS Experience Study (2000-2019). Miscellaneous - PEPRA - Service Retirement Rates for Public Agency Miscellaneous -2.00% at 62-from CalPERS Experience Study (2000-2019). Police - Classic - Service Retirement Rates for Public Agency Police-3.00% at 50-CalPERS Experience Study (2000-2019). Police - PEPRA - Service Retirement Rates for Public Agency Police-2.70% at 57-CalPERS Experience Study (2000-2019).
Medical trend	Pre-Medicare-6.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare City Plan-6.0% for 2022, decreasing on an ultimate rate of 4.00% in 2070+. Medicare Kaiser-4.5% for 2022, decreasing on an ultimate rate of 4.00% in 2070+.

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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SUPPLEMENTARY INFORMATION

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
City Capital Projects Fund
For the Year Ended June 30, 2025

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
EXPENDITURES:				
Capital outlay	$ -	$ -	$ 13,297,684	$ 13,297,684
Total expenditures	-	-	13,297,684	13,297,684
OTHER FINANCING SOURCES (USES):				
Transfers in	71,530,102	51,230,972	13,297,683	(37,933,289)
Total other financing sources (uses)	71,530,102	51,230,972	13,297,683	(37,933,289)
NET CHANGE IN FUND BALANCE	$ 71,530,102	$ 51,230,972	(1)	$ (51,230,973)
FUND BALANCE:				
Beginning of year			301,894	
End of year			$ 301,893	

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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NONMAJOR GOVERNMENTAL FUNDS

Consolidated Lighting District Special Revenue Fund **-** To account for monies received from property assessments restricted to fund district lighting activities.

Prop C Local Return Special Revenue Fund **-** To account for monies derived from Los Angeles County 1/2% sales tax, received from MTA and expended on streets and roads heavily used by public transit.

Gas Tax Special Revenue Fund **-** To account for funding from the State of California for the state and county gas tax allocation and the Senate Bill No. 1 (SB1) allocation.

Asset Forfeiture Special Revenue Fund **-** To account for monies that were seized from criminal activities and is to be used solely for law enforcement purposes.

Public Safety Grants Special Revenue Fund **-** Represents twenty-two funds used to fund various police activities. Four of the grants receive funding from the California Office of Traffic Safety. These grants fund sobriety checkpoints, saturation patrols, seatbelt enforcement, warrant/probation sweeps and additional activities to raise public awareness and reduce alcohol involved fatalities. Two grants from the U.S. Department of Justice provides funding for technological programs and equipment to improve public safety issues. One grant from Board of State and Community Corrections ("BSCC") for establishing officer wellness units and support. Finally, The COPS grant and Traffic Safety grant are funds earmarked for any police activity that will increase public safety. The Federal Emergency Management Agency ("FEMA") Coronavirus Pandemic Public Assistance Program provides support to meet emergency needs during the COVID-19 pandemic. The State Homeland Security Grant Program ("HSGP") provides funding to prevent terrorism and other catastrophic events and to prepare local governments for the threats and hazards that pose the greatest risk to the security of the community.

Public Works Grants Special Revenue Fund **-** Represents fourteenth funds used to implement various capital improvements projects. The Artesia Boulevard Landscaping Assessment is received from property assessments and restricted to funding district landscaping activities. Several funds to account for various grants received from the California Department of Transportation or Caltrans to implement programs that promote pedestrian friendly areas, street and signal improvements. The Measure Proposition A Park Bond Safe neighborhood Parks Proposition of 1992 and 1996 is received from Los Angeles County Regional Park and Open Space District to be used for acquisition and improvements to parks. The South Coast AQMD fund is monies received from the motor vehicle tax to be expended on programs to reduce air pollution, which is necessary to comply with the California Clean Air Act of 1988. Measure R & Measure M funds are derived from Los Angeles County 1/2 cent sales tax approved by voters to meet the transportation needs of Los Angeles County. The program is to be used for transportation projects that have been approved by the Los Angeles County Metropolitan Transportation Authority ("MTA"). The Measure W fund is derived from Los Angeles County 2.5 cents parcel tax approved by voters in November 2018 to increase local water supply, improve water quality, and protect public health. This fund is use for Municipal Separate Storm Sewer System ("MS4") programs and projects. Proposition 68 Fund to account for grant monies received from the Statewide Park Development and Community Revitalization Program ("SPP") to create new parks and recreation opportunities in underserved communities.

Human Services Grants Special Revenue Fund **-** Represents seven funds. Two of the funds provide meals to the elderly and disabled funded by Aging Program. These meals are served at the Nakaoka Center or delivered directly to the participants. One grant provides for a socialization program for elderly persons suffering from Alzheimer's Disease or dementia. The two Family Child Care grants are funded by the California Department of Education Social Services ("CDSS") and provides daycare and early education to qualified families. Once fund to account for the Los Angeles County Measure H Homeless grant to provide homeless prevention and referral services.

Community Development Block Grant (CDBG) Special Revenue Fund **-** To account for funding from HUD to fund programs that benefit low income, elderly or disabled individuals. A number of programs are funded with these monies, including an at-risk youth program, code enforcement, a handy worker program for small home repairs and access ramps, projects to improve or eliminate slum blight conditions, as well as assistance for landlords in designated areas to improve living conditions for qualified tenants.

American Rescue Plan Special Revenue Fund **-** To account for revenues and activities for American Rescue Plan Act funding which was provided to fund additional relief for individuals and businesses affected by the coronavirus pandemic.

City of Gardena
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue Funds				
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture	Public Safety Grants
ASSETS					
Cash and investments	$ 746,261	$ 3,845,868	$ 6,016,007	$ 2,797,419	$ 710,218
Receivables:					
Accounts	-	-	4,058	8,655	26,622
Taxes	15,177	-	436,770	-	-
Prepaid items and deposits	-	-	4,812	-	45,500
Due from other governments	-	-	-	-	30,693
Total assets	$ 761,438	$ 3,845,868	$ 6,461,647	$ 2,806,074	$ 813,033
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 57,177	$ -	$ 311,729	$ -	$ 119,266
Salaries and benefits payable	-	1,537	1,828	-	2,317
Due to other funds	-	-	-	-	-
Due to other governments	-	-	-	-	-
Retention payable	-	-	-	-	-
Total liabilities	57,177	1,537	313,557	-	121,583
Deferred inflows of resources:					
Unavailable revenue	-	-	-	-	26,622
Total deferred inflows of resources	-	-	-	-	26,622
Fund Balances (Deficits):					
Nonspendable	-	-	4,812	-	45,500
Restricted	704,261	3,844,331	6,143,278	2,806,074	619,328
Total fund balances (deficits)	704,261	3,844,331	6,148,090	2,806,074	664,828
Total liabilities, deferred inflows and fund balances	$ 761,438	$ 3,845,868	$ 6,461,647	$ 2,806,074	$ 813,033

City of Gardena
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue Funds				
	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)	American Rescue Plan	Total Nonmajor Governmental Funds
ASSETS					
Cash and investments	$ 2,212,355	$ 1,094,450	$ -	$ -	$ 17,422,578
Receivables:					
Accounts	104,370	42,660	79,230	-	265,595
Taxes	14	-	-	-	451,961
Prepaid items and deposits	-	-	-	-	50,312
Due from other governments	4,505,286	73,273	-	-	4,609,252
Total assets	$ 6,822,025	$ 1,210,383	$ 79,230	$ -	$ 22,799,698
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts payable	$ 3,589	$ 53,060	$ 57,403	$ -	$ 602,224
Salaries and benefits payable	2,640	1,600	2,034	-	11,956
Due to other funds	-	-	17,365	-	17,365
Due to other governments	-	1,092,823	-	-	1,092,823
Retention payable	-	-	2,428	-	2,428
Total liabilities	6,229	1,147,483	79,230	-	1,726,796
Deferred inflows of resources:					
Unavailable revenue	300,164	-	79,230	-	406,016
Total deferred inflows of resources	300,164	-	79,230	-	406,016
Fund Balances:					
Nonspendable	-	-	-	-	50,312
Restricted	6,515,632	62,900	(79,230)	-	20,616,574
Total fund balances (deficits)	6,515,632	62,900	(79,230)	-	20,666,886
Total liabilities, deferred inflows and fund balances	$ 6,822,025	$ 1,210,383	$ 79,230	$ -	$ 22,799,698

City of Gardena
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue Funds				
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture	Public Safety Grants
REVENUES:					
Taxes	$ 884,566	$ 1,301,704	$ -	$ -	$ -
Intergovernmental	-	-	3,413,631	1,987,793	703,465
Fines, forfeitures, and penalties	-	-	-	-	35,381
Use of money and property	23,332	135,666	215,191	47,862	29,308
Miscellaneous	-	-	9,942	-	-
Total revenues	907,898	1,437,370	3,638,764	2,035,655	768,154
EXPENDITURES:					
Current:					
General government	-	-	32	-	-
Public safety	-	-	-	-	286,211
Public works	780,315	55,335	1,262,338	-	-
Recreation and human services	-	-	-	-	-
Community development	-	-	-	-	-
Capital outlay	-	-	-	-	47,579
Debt service:					
Principal retirement	11,915	-	-	-	45,500
Interest and fiscal charges	-	-	-	-	-
Total expenditures	792,230	55,335	1,262,370	-	379,290
REVENUES OVER (UNDER) EXPENDITURES	115,668	1,382,035	2,376,394	2,035,655	388,864
OTHER FINANCING SOURCES (USES):					
Transfers in	-	-	-	-	-
Transfers out	(112,954)	(614,850)	(1,126,342)	-	-
Total other financing sources (uses)	(112,954)	(614,850)	(1,126,342)	-	-
NET CHANGE IN FUND BALANCE	2,714	767,185	1,250,052	2,035,655	388,864
Fund balances, beginning of year	701,547	3,077,146	4,898,038	770,419	275,964
Fund balances (deficits), end of year	$ 704,261	$ 3,844,331	$ 6,148,090	$ 2,806,074	$ 664,828

City of Gardena
Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Continued)
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue Funds				
	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)	American Rescue Plan	Total Nonmajor Governmental Funds
REVENUES:					
Taxes	$ 2,182,901	$ -	$ -	$ -	$ 4,369,171
Intergovernmental	6,647,685	814,058	1,379,564	1,547,465	16,493,661
Fines, forfeitures, and penalties	-	-	-	-	35,381
Use of money and property	249,661	41,682	-	47,867	790,569
Miscellaneous	-	51,701	-	-	61,643
Total revenues	9,080,247	907,441	1,379,564	1,595,332	21,750,425
EXPENDITURES:					
Current:					
General government	-	-	-	-	32
Public safety	-	-	-	-	286,211
Public works	494,007	-	-	-	2,591,995
Recreation and human services	53,869	910,660	-	-	964,529
Community development	-	-	1,154,922	-	1,154,922
Capital outlay	-	-	-	-	47,579
Debt service:					
Principal retirement	16,827	3,842	-	-	78,084
Interest and fiscal charges	905	-	-	-	905
Total expenditures	565,608	914,502	1,154,922	-	5,124,257
REVENUES OVER (UNDER) EXPENDITURES	8,514,639	(7,061)	224,642	1,595,332	16,626,168
OTHER FINANCING SOURCES (USES):					
Transfers in	12,610	48,024	-	-	60,634
Transfers out	(7,406,173)	(10,073)	(409,380)	(1,595,332)	(11,275,104)
Total other financing sources (uses)	(7,393,563)	37,951	(409,380)	(1,595,332)	(11,214,470)
NET CHANGE IN FUND BALANCE	1,121,076	30,890	(184,738)	-	5,411,698
Fund balances (deficits), beginning of year	5,394,556	32,010	105,508	-	15,255,188
Fund balances (deficits), end of year	$ 6,515,632	$ 62,900	$ (79,230)	$ -	$ 20,666,886

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

Consolidated Lighting District Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 907,157	$ 885,031	$ 884,566	$ (465)
Use of money and property	5,000	2,500	23,332	20,832
Total revenues	912,157	887,531	907,898	20,367
EXPENDITURES:				
Current:				
Public works	842,894	820,769	780,315	40,454
Debt service:				
Principal retirement	14,296	14,296	11,915	2,381
Total expenditures	857,190	835,065	792,230	42,835
REVENUES OVER (UNDER) EXPENDITURES	54,967	52,466	115,668	63,202
OTHER FINANCING SOURCES (USES):				
Transfers out	(294,600)	(298,000)	(112,954)	185,046
Total other financing sources (uses)	(294,600)	(298,000)	(112,954)	185,046
NET CHANGE IN FUND BALANCE	$ (239,633)	$ (245,534)	2,714	$ 248,248
FUND BALANCE:				
Beginning of year			701,547	
End of year			$ 704,261	

City of Gardena
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
Prop C Local Return Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 1,395,362	$ 1,437,090	$ 1,301,704	$ (135,386)
Use of money and property	20,000	20,000	135,666	115,666
Total revenues	1,415,362	1,457,090	1,437,370	(19,720)
EXPENDITURES:				
Current:				
Public works	31,151	41,228	55,335	(14,107)
Total expenditures	31,151	41,228	55,335	(14,107)
REVENUES OVER (UNDER) EXPENDITURES	1,384,211	1,415,862	1,382,035	(33,827)
OTHER FINANCING SOURCES (USES):				
Transfers out	(4,000,000)	(4,240,117)	(614,850)	3,625,267
Total other financing sources (uses)	(4,000,000)	(4,240,117)	(614,850)	3,625,267
NET CHANGE IN FUND BALANCE	$ (2,615,789)	$ (2,824,255)	767,185	$ 3,591,440
FUND BALANCE:				
Beginning of year			3,077,146	
End of year			$ 3,844,331	

City of Gardena
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
Gas Tax Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 3,281,883	$ 3,318,681	$ 3,413,631	$ 94,950
Use of money and property	40,000	27,500	215,191	187,691
Miscellanous	-	-	9,942	9,942
Total revenues	3,321,883	3,346,181	3,638,764	292,583
EXPENDITURES:				
Current:				
General government	10,284	16,297	32	16,265
Public works	817,686	574,300	1,262,338	(688,038)
Total expenditures	827,970	590,597	1,262,370	(671,773)
REVENUES OVER (UNDER) EXPENDITURES	2,493,913	2,755,584	2,376,394	(379,190)
OTHER FINANCING SOURCES (USES):				
Transfers out	(5,952,058)	(7,249,000)	(1,126,342)	6,122,658
Total other financing sources (uses)	(5,952,058)	(7,249,000)	(1,126,342)	6,122,658
NET CHANGE IN FUND BALANCE	$ (3,458,145)	$ (4,493,416)	1,250,052	$ 5,743,468
FUND BALANCE:				
Beginning of year			4,898,038	
End of year			$ 6,148,090	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

Asset Forfeiture Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ -	$ -	$ 1,987,793	$ 1,987,793
Use of money and property	-	-	47,862	47,862
Total revenues	-	-	2,035,655	2,035,655
EXPENDITURES:				
Current:				
Public safety	-	150,000	-	150,000
Total expenditures	-	150,000	-	150,000
NET CHANGE IN FUND BALANCE	$ -	$ (150,000)	2,035,655	$ 2,185,655
FUND BALANCE:				
Beginning of year			770,419	
End of year			$ 2,806,074	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

Public Safety Grants Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 100,000	$ 276,126	$ 703,465	$ 427,339
Fines, forfeitures, and penalities	75,500	75,000	35,381	(39,619)
Use of money and property	-	500	29,308	28,808
Total revenues	175,500	351,626	768,154	416,528
EXPENDITURES:				
Current:				
Public safety	100,000	276,126	286,211	(10,085)
Capital outlay	-	-	47,579	(47,579)
Principal retirement	-	-	45,500	(45,500)
Total expenditures	100,000	276,126	379,290	(103,164)
REVENUES OVER (UNDER) EXPENDITURES	75,500	75,500	388,864	313,364
OTHER FINANCING SOURCES (USES):				
Transfers out	(75,500)	(75,500)	-	75,500
Total other financing sources (uses)	(75,500)	(75,500)	-	75,500
NET CHANGE IN FUND BALANCE	$ -	$ -	388,864	$ 388,864
FUND BALANCE:				
Beginning of year			275,964	
End of year			$ 664,828	

City of Gardena
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
Public Works Grants Special Revenue Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Taxes	$ 2,334,252	$ 2,401,007	$ 2,182,901	$ (218,106)
Intergovernmental	28,898,106	18,595,767	6,647,685	(11,948,082)
Use of money and property	40,000	23,000	249,661	226,661
Total revenues	31,272,358	21,019,774	9,080,247	(11,939,527)
EXPENDITURES:				
Current:				
Public works	618,992	730,319	494,007	236,312
Recreation and human services	25,000	10,000	53,869	(43,869)
Capital outlay	-	31,900	-	31,900
Debt service:				
Principal retirement	38,600	-	16,827	(16,827)
Interest and fiscal charges	-	-	905	(905)
Total expenditures	682,592	772,219	565,608	206,611
REVENUES OVER (UNDER) EXPENDITURES	30,589,766	20,247,555	8,514,639	(11,732,916)
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	12,610	12,610
Transfers out	(22,375,512)	(16,321,767)	(7,406,173)	8,915,594
Total other financing sources (uses)	(22,375,512)	(16,321,767)	(7,393,563)	8,915,594
NET CHANGE IN FUND BALANCE	$ 8,214,254	$ 3,925,788	1,121,076	$ (2,817,322)
FUND BALANCE:				
Beginning of year			5,394,556	
End of year			$ 6,515,632	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

Human Services Grants Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 857,257	$ 4,322,192	$ 814,058	$ (3,508,134)
Use of money and property	-	4,000	41,682	37,682
Miscellaneous	30,000	31,000	51,701	20,701
Total revenues	887,257	4,357,192	907,441	(3,449,751)
EXPENDITURES:				
Current:				
Recreation and human services	923,557	4,389,976	910,660	3,479,316
Debt service:				
Principal retirement	-	-	3,842	(3,842)
Total expenditures	923,557	4,389,976	914,502	3,475,474
REVENUES OVER (UNDER) EXPENDITURES	(36,300)	(32,784)	(7,061)	25,723
OTHER FINANCING SOURCES (USES):				
Transfers in	36,300	32,784	48,024	15,240
Transfers out	-	-	(10,073)	(10,073)
Total other financing sources (uses)	36,300	32,784	37,951	5,167
NET CHANGE IN FUND BALANCE	$ -	$ -	30,890	$ 30,890
FUND BALANCE:				
Beginning of year			32,010	
End of year			$ 62,900	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

Community Development Block Grant (CDBG) Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 1,235,790	$ 592,299	$ 1,379,564	$ 787,265
Use of money and property	-	-	-	-
Total revenues	1,235,790	592,299	1,379,564	787,265
EXPENDITURES:				
Current:				
Community development	592,299	592,299	1,154,922	(562,623)
Total expenditures	592,299	592,299	1,154,922	(562,623)
REVENUES OVER (UNDER) EXPENDITURES	643,491	-	224,642	224,642
OTHER FINANCING SOURCES (USES):				
Transfers out	(643,491)	-	(409,380)	(409,380)
Total other financing sources (uses)	(643,491)	-	(409,380)	(409,380)
NET CHANGE IN FUND BALANCE	$ -	$ -	(184,738)	$ (184,738)
FUND BALANCE (DEFICIT):				
Beginning of year			105,508	
End of year			$ (79,230)	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

American Rescue Plan Special Revenue Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Intergovernmental	$ 1,586,364	$ 2,453,486	$ 1,547,465	$ (906,021)
Use of money and property	-	-	47,867	47,867
Total revenues	1,586,364	2,453,486	1,595,332	(858,154)
OTHER FINANCING SOURCES (USES):				
Transfers out	(1,586,364)	(2,453,486)	(1,595,332)	858,154
Total other financing sources (uses)	(1,586,364)	(2,453,486)	(1,595,332)	858,154
NET CHANGE IN FUND BALANCE	$ -	$ -	-	$ -
FUND BALANCE:				
Beginning of year			-	
End of year			$ -	

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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CITY DEBT SERVICE FUNDS

DEBT SERVICE FUNDS:

To account for the accumulation of resources for, and the payment of, interest and principal on general long-term debt, including certificates of participation and refunding revenue bonds, and capital leases.

2006 Refunding COPs, Series A Fund - To account for the accumulated funds for the payment of interest and principal for the certificates issued in 2006.

2007 Refunding Revenue Bonds SBRPCA Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2007.

2014 Taxable Lease Revenue Refunding Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2014.

2017 Lease Financing Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2017.

2020 Taxable Pension Obligation Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the pension obligation bonds issued in 2020.

2021 Lease Revenue Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the lease revenue bonds issued in 2021.

City of Gardena
Combining Balance Sheet
All Debt Service Fund
June 30, 2025

	2006 Refunding COP's Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds
ASSETS				
Cash and investments with fiscal agents	$ 1,954,124	$ 229,796	$ 2	$ -
Prepaid items and deposits	-	1,091	1,206	-
Total assets	$ 1,954,124	$ 230,887	$ 1,208	$ -
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to other funds	$ 22,511	$ 1,091	$ 1,206	$ -
Total liabilities	22,511	1,091	1,206	-
Fund Balances:				
Nonspendable	-	1,091	1,206	-
Restricted	1,931,613	228,705	-	-
Unassigned	-	-	(1,204)	-
Total fund balances (deficits)	1,931,613	229,796	2	-
Total liabilities and fund balances	$ 1,954,124	$ 230,887	$ 1,208	$ -

City of Gardena
Combining Balance Sheet (Continued)
All Debt Service Fund
June 30, 2025

	2020 Taxable Pension Obligation Bonds	2021 Lease Revenue Bonds	Total
ASSETS			
Cash and investments with fiscal agents	$ 71,213	$ 12,837,149	$ 15,092,284
Prepaid items and deposits	-	-	2,297
Total assets	$ 71,213	$ 12,837,149	$ 15,094,581
LIABILITIES AND FUND BALANCES			
Liabilities:			
Due to other funds	$ -	$ 4,729,287	$ 4,754,095
Total liabilities	-	4,729,287	4,754,095
Fund Balances:			
Nonspendable	-	-	2,297
Restricted	71,213	8,107,862	10,339,393
Unassigned	-	-	(1,204)
Total fund balances (deficits)	71,213	8,107,862	10,340,486
Total liabilities and fund balances	$ 71,213	$ 12,837,149	$ 15,094,581

City of Gardena
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
All Debt Service Funds
For the Year Ended June 30, 2025

	2006 Refunding COP's Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds
REVENUES:				
Charges for services	$ -	$ -	$ -	$ -
Use of money and property	46,636	9,404	2	-
Total revenues	46,636	9,404	2	-
EXPENDITURES:				
Debt service:				
Principal retirement	705,000	130,000	70,000	-
Interest and fiscal charges	316,996	56,253	435,929	-
Total expenditures	1,021,996	186,253	505,929	-
REVENUES OVER (UNDER) EXPENDITURES	(975,360)	(176,849)	(505,927)	-
OTHER FINANCING SOURCES (USES):				
Transfers in	1,021,996	183,003	507,134	-
Transfers out	-	-	-	-
Total other financing sources (uses)	1,021,996	183,003	507,134	-
NET CHANGE IN FUND BALANCE	46,636	6,154	1,207	-
Fund balances (deficits), beginning of year	1,884,977	223,642	(1,205)	-
Fund balances (deficits), end of year	$ 1,931,613	$ 229,796	$ 2	$ -

City of Gardena
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances (Continued)
All Debt Service Funds
For the Year Ended June 30, 2025

	2020 Taxable Pension Obligation Bonds	2021 Lease Revenue Bonds	Total
REVENUES:			
Charges for services	$ 5,952,098	$ -	$ 5,952,098
Use of money and property	23,665	546,573	626,280
Total revenues	5,975,763	546,573	6,578,378
EXPENDITURES:			
Debt service:			
Principal retirement	3,745,440	490,000	5,140,440
Interest and fiscal charges	2,210,325	455,667	3,475,170
Total expenditures	5,955,765	945,667	8,615,610
REVENUES OVER (UNDER) EXPENDITURES	19,998	(399,094)	(2,037,232)
OTHER FINANCING SOURCES (USES):			
Transfers in	3,667	976,710	2,692,510
Transfers out	-	(4,742,928)	(4,742,928)
Total other financing sources (uses)	3,667	(3,766,218)	(2,050,418)
NET CHANGE IN FUND BALANCE	23,665	(4,165,312)	(4,087,650)
Fund balances (deficits), beginning of year	47,548	12,273,174	14,428,136
Fund balances (deficits), end of year	$ 71,213	$ 8,107,862	$ 10,340,486

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

2006 Refunding COP's, Series A Debt Service Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 46,636	$ 46,636
Total revenues	-	-	46,636	46,636
EXPENDITURES:				
Debt service:				
Principal retirement	705,000	665,000	705,000	(40,000)
Interest and fiscal charges	316,806	360,189	316,996	43,193
Total expenditures	1,021,806	1,025,189	1,021,996	3,193
REVENUES OVER (UNDER) EXPENDITURES	(1,021,806)	(1,025,189)	(975,360)	49,829
OTHER FINANCING SOURCES (USES):				
Transfers in	1,021,806	1,025,189	1,021,996	(3,193)
Total other financing sources (uses)	1,021,806	1,025,189	1,021,996	(3,193)
NET CHANGE IN FUND BALANCE	$ -	$ -	46,636	$ 46,636
FUND BALANCE:				
Beginning of year			1,884,977	
End of year			$ 1,931,613	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

2007 Refunding Revenue Bonds SBRPCA Debt Service Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 9,404	$ 9,404
Total revenues	-	-	9,404	9,404
EXPENDITURES:				
Debt service:				
Principal retirement	130,000	125,000	130,000	(5,000)
Interest and fiscal charges	56,325	62,545	56,253	6,292
Total expenditures	186,325	187,545	186,253	1,292
REVENUES OVER (UNDER) EXPENDITURES	(186,325)	(187,545)	(176,849)	10,696
OTHER FINANCING SOURCES (USES):				
Transfers in	186,325	187,545	183,003	(4,542)
Total other financing sources (uses)	186,325	187,545	183,003	(4,542)
NET CHANGE IN FUND BALANCE	$ -	$ -	6,154	$ 6,154
FUND BALANCE:				
Beginning of year			223,642	
End of year			$ 229,796	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
2014 Taxable Lease Revenue Refunding Bonds Debt Service Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 2	$ 2
Total revenues	-	-	2	2
EXPENDITURES:				
Debt service:				
Principal retirement	70,000	70,000	70,000	-
Interest and fiscal charges	435,784	438,444	435,929	2,515
Total expenditures	505,784	508,444	505,929	2,515
REVENUES OVER (UNDER) EXPENDITURES	(505,784)	(508,444)	(505,927)	2,517
OTHER FINANCING SOURCES (USES):				
Transfers in	505,784	508,444	507,134	(1,310)
Total other financing sources (uses)	505,784	508,444	507,134	(1,310)
NET CHANGE IN FUND BALANCE	$ -	$ -	1,207	$ 1,207
FUND BALANCE (DEFICIT):				
Beginning of year			(1,205)	
End of year			$ 2	

City of Gardena
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
2017 Lease Financing Bonds Debt Service Fund
For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
EXPENDITURES:				
Debt service:				
Principal retirement	$ -	$ 285,000	$ -	$ 285,000
Interest and fiscal charges	-	2,950	-	2,950
Total expenditures	-	287,950	-	287,950
REVENUES OVER (UNDER) EXPENDITURES	-	(287,950)	-	287,950
OTHER FINANCING SOURCES (USES):				
Transfers in	-	287,950	-	(287,950)
Total other financing sources (uses)	-	287,950	-	(287,950)
NET CHANGE IN FUND BALANCE	$ -	$ -	-	$ -
FUND BALANCE:				
Beginning of year			-	
End of year			$ -	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

2020 Taxable Pension Obligation Bonds Debt Service Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Charges for services	$ 5,808,797	$ 5,543,563	$ 5,952,098	$ 408,535
Use of money and property	-	-	23,665	23,665
Total revenues	5,808,797	5,543,563	5,975,763	432,200
EXPENDITURES:				
Debt service:				
Principal retirement	3,599,389	3,285,063	3,745,440	(460,377)
Interest and fiscal charges	2,209,408	2,258,500	2,210,325	48,175
Total expenditures	5,808,797	5,543,563	5,955,765	(412,202)
REVENUES OVER (UNDER) EXPENDITURES	-	-	19,998	19,998
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	3,667	3,667
Total other financing sources (uses)	-	-	3,667	3,667
NET CHANGE IN FUND BALANCE	$ -	$ -	23,665	$ 23,665
FUND BALANCE:				
Beginning of year			47,548	
End of year			$ 71,213	

City of Gardena

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

2021 Lease Revenue Bonds Debt Service Fund

For the Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES:				
Use of money and property	$ -	$ -	$ 546,573	$ 546,573
Total revenues	-	-	546,573	546,573
EXPENDITURES:				
Debt service:				
Principal retirement	490,000	490,000	490,000	-
Interest and fiscal charges	455,250	478,500	455,667	22,833
Total expenditures	945,250	968,500	945,667	22,833
REVENUES OVER (UNDER) EXPENDITURES	(945,250)	(968,500)	(399,094)	569,406
OTHER FINANCING SOURCES (USES):				
Transfers in	945,250	943,500	976,710	33,210
Transfers out	(11,299,375)	(10,944,000)	(4,742,928)	6,201,072
Total other financing sources (uses)	(10,354,125)	(10,000,500)	(3,766,218)	6,234,282
NET CHANGE IN FUND BALANCE	$ (11,299,375)	$ (10,969,000)	(4,165,312)	$ 6,803,688
FUND BALANCE:				
Beginning of year			12,273,174	
End of year			$ 8,107,862	

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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INTERNAL SERVICE FUNDS

The Internal Service Fund accounts for financing of goods and services provided by one department to other departments of the City on a cost-reimbursement basis.

Internal Service Funds include:

Liability Insurance Fund - To finance and account for the City's general liability claims program.

Workers' Compensation Fund - To finance and account for the workers' compensation claims program.

Health Benefit Fund - To finance and account for the health benefit claims program.

City of Gardena
Combining Schedule of Net Position
Internal Service Funds
June 30, 2025

	Liability Insurance	Workers' Compnesation	Health Benefit	Total
ASSETS				
Current assets:				
Cash and investments	$ 4,350,453	$ 3,854,499	$ 5,799,957	$ 14,004,909
Account receivables	1,134	20,921	3,954	26,009
Prepaid items and deposits	-	2,146	27,129	29,275
Total current assets	4,351,587	3,877,566	5,831,040	14,060,193
Total assets	4,351,587	3,877,566	5,831,040	14,060,193
LIABILITIES				
Current liabilities:				
Accounts payable	474,636	500	4,288	479,424
Accrued liabilities	-	13,032	36,129	49,161
Salaries and benefits payable	3,436	3,970	-	7,406
Claims payable, due within one year	1,571,903	1,587,423	776,686	3,936,012
Total current liabilities	2,049,975	1,604,925	817,103	4,472,003
Long-term liabilities:				
Claims payable, due in more than one year	3,224,609	10,582,818	-	13,807,427
Total long-term liabilities	3,224,609	10,582,818	-	13,807,427
Total liabilities	5,274,584	12,187,743	817,103	18,279,430
NET POSITION				
Unrestricted (deficit)	(922,997)	(8,310,177)	5,013,937	(4,219,237)
Total net position	$ (922,997)	$ (8,310,177)	$ 5,013,937	$ (4,219,237)

City of Gardena
Combining Schedule of Revenues, Expenses, and Changes in Net Position
All Internal Service Funds
For the year ended June 30, 2025

	Liability Insurance	Workers' Compnesation	Health Benefit	Total
OPERATING REVENUES:				
Charges for services	$ 2,779,271	$ 4,155,749	$ 11,298,939	$ 18,233,959
Other	1,148	45,985	939,530	986,663
Total operating revenues	2,780,419	4,201,734	12,238,469	19,220,622
OPERATING EXPENSES:				
Salaries and benefits	90,341	170,938	-	261,279
Insurance claims	3,801,114	2,728,599	4,672,578	11,202,291
General and administrative	1,374,759	617,984	6,151,155	8,143,898
Other operating expenses	103,413	90,470	198,203	392,086
Total operating expenses	5,369,627	3,607,991	11,021,936	19,999,554
OPERATING INCOME	(2,589,208)	593,743	1,216,533	(778,932)
NON-OPERATING REVENUES (EXPENSES):				
Interest income	100,476	52,299	209,122	361,897
Total non-operating revenues (expenses)	100,476	52,299	209,122	361,897
INCOME BEFORE TRANSFERS	(2,488,732)	646,042	1,425,655	(417,035)
Transfers in	933,776	1,100,000	-	2,033,776
Transfers out	-	-	(1,433,776)	(1,433,776)
Total transfers	933,776	1,100,000	(1,433,776)	600,000
Change in net position	(1,554,956)	1,746,042	(8,121)	182,965
Net position (deficit), beginning of year	631,959	(10,056,219)	5,022,058	(4,402,202)
Net position (deficit), end of year	$ (922,997)	$ (8,310,177)	$ 5,013,937	$ (4,219,237)

City of Gardena
Combining Schedule of Cash Flows
All Internal Service Funds
For the year ended June 30, 2025

	Liability Insurance	Workers' Compnesation	Health Benefit	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from users	$ 2,786,054	$ 4,134,828	$ 11,296,961	$ 18,217,843
Receipts from claims and recoveries	1,148	45,985	939,530	986,663
Payments for insurance claims	(1,922,916)	(2,897,755)	(4,603,812)	(9,424,483)
Payment to suppliers	(1,204,773)	(686,605)	(6,340,005)	(8,231,383)
Net cash provided (used by) operating activities	(340,487)	596,453	1,292,674	1,548,640
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:				
Transfers from other funds	933,776	1,100,000	-	2,033,776
Transfers to other funds	-	-	(1,433,776)	(1,433,776)
Net cash provided (used by) non-capital financing activities	933,776	1,100,000	(1,433,776)	600,000
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received	100,476	52,299	209,122	361,897
Net cash provided (used by) investing activities	100,476	52,299	209,122	361,897
Net increase (decrease) in cash and cash equivalents	693,765	1,748,752	68,020	2,510,537
Cash and equivalents, beginning of year	3,656,688	2,105,747	5,731,937	11,494,372
Cash and equivalents, end of year	$ 4,350,453	$ 3,854,499	$ 5,799,957	$ 14,004,909
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:				
Operating income (loss)	$ (2,589,208)	$ 593,743	$ 1,216,533	$ (778,932)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Changes in operating assets and liabilities:				
(Increase) decrease in accounts receivable	6,783	(20,921)	(1,978)	(16,116)
(Increase) decrease in prepaid items and deposits	299	67,396	(9,990)	57,705
Increase (decrease) in accounts payable	273,100	500	2,478	276,078
Increase (decrease) in accrued liabilities	-	(46,047)	16,865	(29,182)
Increase (decrease) in salaries and benefits payable	2,550	2,362	-	4,912
Increase (decrease) in claims payable	1,965,989	(580)	68,766	2,034,175
Total adjustments	2,248,721	2,710	76,141	2,327,572
Net cash provided (used) by operating activities	$ (340,487)	$ 596,453	$ 1,292,674	$ 1,548,640

City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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STATISTICAL SECTION

Fiscal Year 2024-25

STATISTICAL SECTION

Fiscal Year 2024-25

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CITY OF GARDENA
STATISTICAL SECTION

Fiscal Year 2024-25

This part of the City of Gardena's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

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City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Net Position by Component [1]
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

	Fiscal Year				
	2024-25	2023-24	2022-23	2021-22	2020-21
Governmental Activities					
Net Investment in Capital Assets	$ 64,707,716	$ 54,842,470	$ 43,557,695	$ 40,126,502	$ 28,550,313
Restricted for:					
Debt Service	10,339,393	2,162,116	1,994,718	1,617,913	1,681,507
Employment and Training Services	-	-	-	-	-
Law Enforcement	3,425,402	1,046,383	1,414,499	1,459,666	1,593,265
Local Street Improvements	10,691,870	8,671,919	14,126,722	10,385,580	9,329,940
Economic Development	6,033,175	5,971,740	6,965,240	6,914,470	5,783,794
Capital Projects	6,817,525	17,981,086	301,897	273,887	273,887
Human Services	62,900	30,747	1,219,550	1,014,200	662,807
Community Development	-	105,508	-	-	-
Total Restricted:	37,370,265	35,969,499	26,022,626	21,665,716	19,325,200
Unrestricted[2]	(100,937,199)	(119,308,822)	(115,019,564)	(95,499,040)	(114,185,399)
Total governmental activities net position	$1,140,782	($28,496,853)	($45,439,243)	($33,706,822)	($66,309,886)
Business-type Activities					
Net Investment in Capital Assets	$80,417,960	$81,127,691	$59,138,198	$59,701,427	$60,014,796
Unrestricted[2]	(33,491,095)	(30,126,568)	(32,642,965)	(33,216,568)	(34,052,901)
Total business-type activities net position	$46,926,865	$51,001,123	$26,495,233	$26,484,859	$25,961,895
Primary Government					
Net Investment in Capital Assets	$145,125,676	$135,970,161	$102,695,893	$99,827,929	$88,565,109
Restricted	37,370,265	35,969,499	26,022,626	21,665,716	19,325,200
Unrestricted[2]	(134,428,294)	(149,435,390)	(147,662,529)	(128,715,608)	(148,238,300)
Total Primary Government Net Position:	$ 48,067,647	$ 22,504,270	$ (18,944,010)	$ (7,221,963)	$ (40,347,991)

NOTE: [1] Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Net Position by Component (Continued) [1]
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

	Fiscal Year				
	2019-20	2018-19	2017-18 [2]	2016-17	2015-16
Governmental Activities					
Net Investment in Capital Assets	$ 30,055,713	$ 47,404,733	$ 27,748,135	$ 28,138,906	$ 27,897,717
Restricted for:					
Debt Service	1,708,162	1,669,313	1,916,945	1,924,432	2,679,363
Employment and Training Services	-	-	5,287	43,611	164,116
Law Enforcement	1,080,052	1,344,114	921,976	914,062	1,251,314
Local Street Improvements	7,956,523	7,130,678	6,060,770	6,205,701	7,072,378
Local Street Improvements	4,393,701	5,306,507	6,006,024	1,986,202	2,394,395
Economic Development	273,887	295,912	571,089	295,912	301,546
Other Purposes	689,290	657,424	633,275	651,830	289,859
Specific Projects and Programs	-	-	-	-	-
Total Restricted:	16,101,615	16,403,948	16,115,366	12,021,750	14,152,971
Unrestricted	(126,640,099)	(131,787,090)	(107,886,487)	(99,400,392)	(60,913,888)
Total governmental activities net position	($80,482,771)	($67,978,409)	($64,022,986)	($59,239,736)	($18,863,200)
Business-type Activities					
Net Investment in Capital Assets	$50,474,813	$53,054,448	$56,261,253	$60,150,166	$62,151,750
Unrestricted	(32,350,671)	(29,646,082)	(27,969,730)	(27,390,162)	(21,068,543)
Total business-type activities net position	$18,124,142	$23,408,366	$28,291,523	$32,760,004	$41,083,207
Primary Government					
Net Investment in Capital Assets	$80,530,526	$100,459,181	$84,009,388	$88,289,072	$90,049,467
Restricted	16,101,615	16,403,948	16,115,366	12,021,750	14,152,971
Unrestricted	(158,990,770)	(161,433,172)	(135,817,893)	(126,790,554)	(81,982,431)
Total Primary Government Net Position:	$ (62,358,629)	$ (44,570,043)	$ (35,693,139)	$ (26,479,732)	$ 22,220,007

NOTE: [1] Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.

[2] 2017 balances were restated due to implementation of GASB 75

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes in Net Position
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

	Fiscal Year				
	2024-25	2023-24	2022-23	2021-22	2020-21
Expenses					
Governmental Activities					
General Government	$ 9,107,752	$ 10,765,058	$ 7,470,021	$ 7,771,663	$ 7,807,099
Public Safety	56,285,591	53,473,334	77,971,300	27,964,662	47,363,640
Public Works	8,013,865	11,783,411	10,737,606	11,239,762	7,543,698
Recreation and Human Services	3,220,079	8,503,950	8,229,820	7,566,226	6,766,739
Community Development	6,125,888	5,022,928	2,266,794	5,946,949	2,986,934
Interest and fiscal charges	3,715,867	3,233,912	3,773,164	3,888,463	2,532,013
Total governmental activities expenses:	86,469,042	92,782,593	110,448,705	64,377,725	75,000,123
Business-type Activities					
GTrans	38,864,525	31,973,093	28,643,376	27,966,497	29,505,837
Sewer	1,756,000	1,723,699	1,466,607	1,423,680	1,190,734
Total business-type activities expenses:	40,620,525	33,696,792	30,109,983	29,390,177	30,696,571
Total primary government expenses:	127,089,567	126,479,385	140,558,688	93,767,902	105,696,694
Program Revenues					
Governmental Activities					
Charges for services:					
General Government	10,706,359	10,785,228	4,149,501	8,769,328	5,333,187
Public Safety	1,329,081	2,694,787	1,251,096	1,236,057	1,240,360
Public Works	312,825	3,112,536	396,408	534,045	378,834
Recreation and Human Services	523,835	632,632	3,647,400	3,647,094	2,750,536
Community Development	2,232,223	939,062	2,521,913	3,139,836	2,499,553
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	11,866,495	8,113,744	5,814,708	4,081,043	14,663,306
Capital Grants and Contributions	3,083,454	5,535,276	3,329,828	2,511,878	3,017,989
Total governmental activities program revenues:	30,054,272	31,813,265	21,110,854	23,919,281	29,883,765
Business-type Activities					
Charges for services:					
GTrans	2,047,491	1,947,714	1,793,580	1,643,970	135,875
Sewer	2,534,274	2,545,381	2,473,501	2,610,910	2,685,365
Operating Grants and Contributions	28,022,172	27,682,663	22,744,442	22,018,364	20,725,314
Capital Grants and Contributions	2,815,854	25,560,140	3,186,920	3,915,704	14,856,026
Total business-type activities program revenues:	35,419,791	57,735,898	30,198,443	30,188,948	38,402,580
Total primary government revenues:	$ 65,474,063	$ 89,549,163	$ 51,309,297	$ 54,108,229	$ 68,286,345

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

	Fiscal Year				
	2019-20	2018-19	2017-18	2016-17	2015-16
Expenses					
Governmental Activities					
General Government	$ 7,383,173	$ 8,609,254	$ 6,177,468	$ 5,848,247	$ 5,730,664
Public Safety	47,760,821	43,617,238	41,420,762	38,700,824	36,304,203
Public Works	10,958,845	11,717,321	7,120,106	6,956,766	8,545,467
Recreation and Human Services	6,600,989	6,395,004	9,742,993	9,154,921	6,777,838
Community Development	2,692,644	2,662,554	2,938,656	2,796,216	2,538,835
Interest and fiscal charges	1,156,041	1,191,118	1,241,054	1,382,078	1,365,398
Total governmental activities expenses:	76,552,513	74,192,489	68,641,039	64,839,052	61,262,405
Business-type Activities					
GTrans	31,024,629	28,646,739	27,804,739	28,195,640	26,410,211
Sewer	1,651,788	1,512,189	1,432,695	1,760,303	1,046,864
Total business-type activities expenses:	32,676,417	30,158,928	29,237,434	29,955,943	27,457,075
Total primary government expenses:	109,228,930	104,351,417	97,878,473	94,794,995	88,719,480
Program Revenues					
Governmental Activities					
Charges for services:					
General Government	4,072,004	4,107,289	3,864,795	3,504,735	3,298,306
Public Safety	1,338,121	1,862,764	1,312,945	1,422,001	1,174,116
Public Works	351,732	351,463	418,667	615,289	513,495
Recreation and Human Services	3,801,562	2,962,339	2,685,240	2,979,625	2,315,212
Community Development	2,246,297	1,687,652	1,724,501	1,771,754	2,187,082
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	3,351,864	3,142,207	3,719,048	2,048,938	2,067,123
Capital Grants and Contributions	1,621,611	2,037,030	2,002,799	1,268,576	1,918,489
Total governmental activities program revenues:	16,783,191	16,150,744	15,727,995	13,610,918	13,473,823
Business-type Activities					
Charges for services:					
GTrans	1,766,952	2,382,758	2,459,105	2,482,516	2,685,573
Sewer	2,323,753	2,016,346	1,790,296	954,552	673,199
Operating Grants and Contributions	21,277,188	20,612,788	19,855,368	17,462,145	16,905,476
Capital Grants and Contributions	1,962,998	1,086,741	576,031	3,120,351	1,850,968
Total business-type activities program revenues:	27,330,891	26,098,633	24,680,800	24,019,564	22,115,216
Total primary government revenues:	$ 44,114,082	$ 42,249,377	$ 40,408,795	$ 37,630,482	$ 35,589,039

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

	Fiscal Year				
	2024-25	2023-24	2022-23	2021-22	2020-21
Net (expense)/revenue: [1]					
Governmental activities	(56,414,770)	(60,969,328)	(89,337,851)	(40,458,444)	(46,089,053)
Business-type activities	(5,200,734)	24,039,106	88,460	798,771	7,676,625
Total net revenues (expenses):	(61,615,504)	(36,930,222)	(89,249,391)	(39,659,673)	(38,412,428)
General Revenue and Other Changes in Net Position					
Governmental activities					
Taxes:					
Property taxes	10,874,154	10,141,426	9,985,883	9,186,838	8,799,364
Sales tax	31,656,201	28,056,992	29,662,286	27,908,699	23,760,125
Business license	3,153,491	3,477,728	2,733,939	2,647,094	2,508,287
Utility user taxes	6,829,968	6,404,308	6,317,851	5,481,395	4,970,799
Franchise taxes	3,572,251	3,724,876	3,275,380	3,075,659	2,809,101
Card club taxes	8,808,950	8,910,456	8,633,144	10,544,947	3,999,147
Other taxes	4,901,510	4,819,341	5,882,066	4,626,009	3,764,716
Vehicle license - unrestricted	9,142,820	8,558,629	8,073,890	7,485,678	7,203,563
Investment income	5,315,119	2,260,394	1,881,428	(1,520,476)	(57,164)
Miscellaneous	1,597,676	1,399,408	643,709	3,281,484	2,730,183
Gain on sale of assets	-	-	-	-	(190,979)
Transfers	200,265	158,160	515,854	344,181	(35,204)
Total governmental activities	86,052,405	77,911,718	77,605,430	73,061,508	60,261,938
Business-type activities					
Investment income	1,064,789	624,944	437,768	68,374	125,924
Miscellaneous	-	-	-	-	-
Gain (loss) on sale of assets	-	-	-	-	-
Transfers	(200,265)	(158,160)	(515,854)	(344,181)	35,204
Total business-type activities:	864,524	466,784	(78,086)	(275,807)	161,128
Total primary government:	86,916,929	78,378,502	77,527,344	72,785,701	60,423,066
Change in Net Position					
Governmental activities	29,637,635	16,942,390	(11,732,421)	32,603,064	14,172,885
Business-type activities	(4,336,210)	24,505,890	10,374	522,964	7,837,753
Total primary government:	$ 25,301,425	$ 41,448,280	$ (11,722,047)	$ 33,126,028	$ 22,010,638

[1] Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
-A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
-Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2025
(accrual basis of accounting)

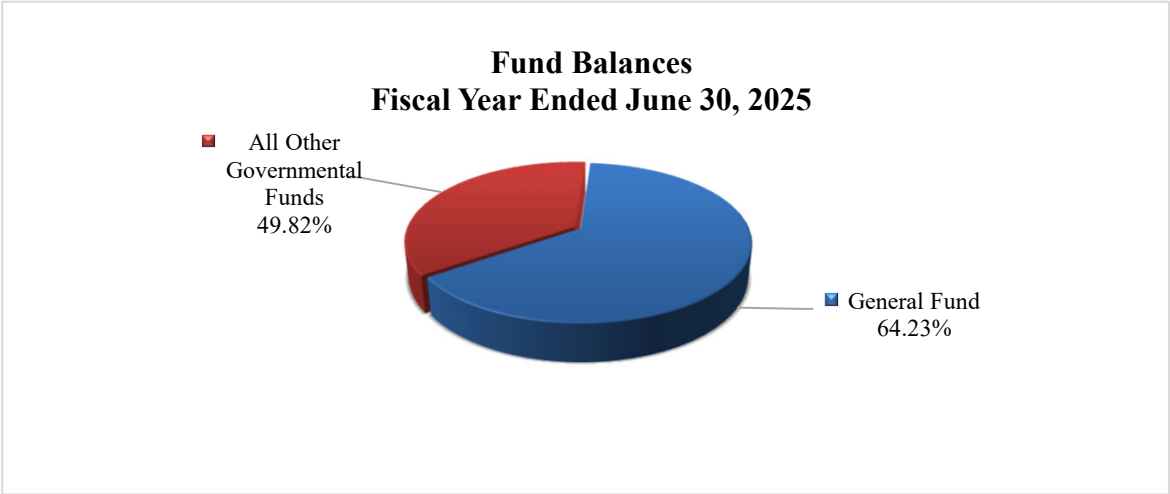
	Fiscal Year				
	2019-20	2018-19	2017-18	2016-17	2015-16
Net (expense)/revenue: [1]					
Governmental activities	(59,769,322)	(58,041,745)	(52,913,044)	(51,228,234)	(47,788,582)
Business-type activities	(5,345,526)	(4,060,295)	(4,556,634)	(5,936,379)	(5,341,859)
Total net revenues (expenses):	(65,114,848)	(62,102,040)	(57,469,678)	(57,164,613)	(53,130,441)
General Revenue and Other Changes in Net Position					
Governmental activities					
Taxes:					
Property taxes	8,205,539	7,735,545	7,150,957	7,130,426	6,729,849
Sales tax	12,440,147	13,466,178	11,006,901	11,204,697	11,227,326
Business license	2,438,304	2,843,375	2,727,532	2,606,279	2,536,438
Utility user taxes	4,801,229	4,955,645	5,088,450	5,147,736	5,212,410
Franchise taxes	2,816,277	2,777,572	2,609,219	2,440,108	2,534,820
Card club taxes	4,874,457	8,101,583	8,071,001	8,975,991	9,057,202
Other taxes	3,920,393	4,354,725	3,985,315	3,855,705	3,479,372
Vehicle license - unrestricted	6,788,130	6,378,321	5,994,920	5,677,909	5,445,385
Investment income	1,036,057	1,061,732	158,902	129,187	499,279
Miscellaneous	690,353	1,384,272	1,134,729	2,261,772	2,566,919
Gain on sale of assets	(863,795)	10,622	201,560	883,201	1,877,151
Transfers	117,869	978,428	38,632	9,898	3,221,449
Total governmental activities	47,264,960	54,047,998	48,168,118	50,322,909	54,387,600
Business-type activities					
Investment income	162,760	155,566	124,243	77,618	55,492
Miscellaneous	-	-	2,542	18,512	13,623
Gain (loss) on sale of assets	16,411	-	-	-	-
Transfers	(117,869)	(978,428)	(38,632)	(9,898)	(3,221,449)
Total business-type activities:	61,302	(822,862)	88,153	86,232	(3,152,334)
Total primary government:	47,326,262	53,225,136	48,256,271	50,409,141	51,235,266
Change in Net Position					
Governmental activities	(12,504,362)	(3,993,747)	(4,744,926)	(905,325)	6,599,018
Business-type activities	(5,284,224)	(4,883,157)	(4,468,481)	(5,850,147)	(8,494,193)
Total primary government:	$ (17,788,586)	$ (8,876,904)	$ (9,213,407)	$ (6,755,472)	$ (1,895,175)

[1] Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
-A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
-Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Fund Balances of Governmental Funds
Last Ten Fiscal Years Ended June 30, 2025
(modified accrual basis of accounting)

	Fiscal Year				
	2024-25	2023-24	2022-23	2021-22	2020-21
General Fund					
Nonspendable [1]	$ 356,233	$ 346,983	$ 327,406	$ 352,425	$ 1,214,022
Restricted [1]	-	-	-	-	-
Committed [1]	36,116,612	33,309,406	26,848,674	26,936,620	18,697,703
Assigned [1]	30,276,574	25,660,594	22,662,517	14,236,728	8,670,503
Unassigned [1]	300,000	300,000	300,000	300,001	200,000
Total General Fund:	$67,049,419	$59,616,983	$50,138,597	$41,825,774	$28,782,228
All Other Governmental Funds					
Nonspendable [1]	$ 52,609	$ 9,764	$ 311,097	$ 329,979	$ 342,428
Restricted [1]	37,291,035	29,675,971	36,402,832	31,699,951	16,660,769
Committed [1]	-	301,894	-	-	-
Assigned [1]	-	-	-	-	-
Unassigned [1]	(1,204)	5,969,329	(347,129)	(185,700)	(1,298,092)
Total all other governmental funds:	$ 37,342,440	$ 35,956,958	$ 36,366,800	$ 31,844,230	$ 15,705,105



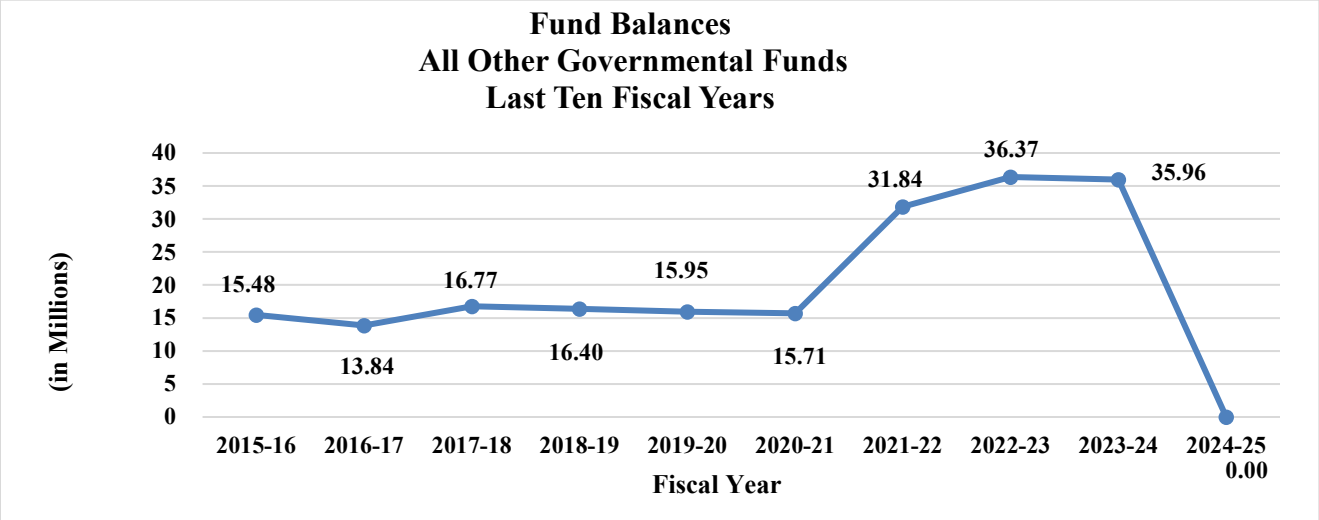
NOTES:

[1] New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Fund Balances of Governmental Funds (Continued)
Last Ten Fiscal Years Ended June 30, 2025
(modified accrual basis of accounting)

	Fiscal Year				
	2019-20	2018-19	2017-18	2016-17	2015-16
General Fund					
Nonspendable [1]	$ 302,361	$ 333,803	$ 385,931	$ 294,133	$ 189,819
Restricted [1]	-	-	5,287	43,611	164,116
Committed [1]	7,310,676	13,287,448	19,315,675	19,413,135	17,542,367
Assigned [1]	2,848,416	2,622,256	3,609,547	3,936,266	2,773,686
Unassigned [1]	173,122	271,377	200,000	200,000	200,000
Total General Fund:	$10,634,575	$16,514,884	$23,516,440	$23,887,145	$20,869,988
All Other Governmental Funds					
Nonspendable [1]	$ 350,432	$ 308,741	$ 16,769,655	$ -	$ -
Restricted [1]	15,682,481	16,089,466	-	10,073,376	11,726,127
Committed [1]	-	-	-	3,765,323	3,776,154
Assigned [1]	-	-	-	-	(20,809)
Assigned [1]	(81,218)	-	-	-	-
Total all other governmental funds:	$ 15,951,695	$ 16,398,207	$ 16,769,655	$ 13,838,699	$ 15,481,472



NOTES:

[1] New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes In Fund Balances - Governmental Funds
Last Ten Fiscal Years Ended June 30, 2025
(modified accrual basis of accounting)

	Fiscal Year				
	2024-25	2023-24	2022-23	2021-22	2020-21 [2]
Revenues:					
Taxes	$ 76,603,633	$ 75,397,665	$ 74,247,538	$ 70,663,462	$ 57,968,745
Licenses and permits	1,967,596	3,168,262	2,158,749	2,900,062	2,389,538
Use of money and property	4,962,491	3,265,756	1,881,431	(1,517,780)	(56,416)
Intergovernmental	17,523,988	13,372,447	12,265,983	13,689,853	16,142,006
Fines, forfeitures, and penalties	1,063,826	1,078,296	1,235,414	3,660,686	3,168,468
Charges for services	12,050,797	11,823,454	5,723,983	5,448,044	5,188,250
Miscellaneous	716,895	674,091	720,310	5,245,065	1,664,391
Total Revenues:	114,889,226	108,779,971	98,233,408	100,089,392	86,464,982
Expenditures:					
Current:					
General government	7,746,657	8,544,614	6,208,151	5,296,661	5,325,270
Public safety	51,641,158	48,263,127	42,327,977	41,545,473	37,558,085
Public works	10,445,195	9,087,374	8,435,997	7,868,811	6,776,073
Recreation and Human resources	6,997,687	7,353,343	8,221,690	7,318,062	6,232,436
Community development	4,694,214	4,190,330	2,837,108	3,061,632	2,789,072
Capital outlay	15,311,120	12,720,112	8,816,842	8,929,107	5,199,699
Debt service:					
Principal	5,755,451	4,976,825	5,052,989	3,850,985	1,173,158
Interest and fiscal charges	3,565,801	3,651,410	3,750,867	3,899,642	2,340,735
Total Expenditures:	106,157,283	98,787,135	85,651,621	81,770,373	67,394,528
Excess of Revenues over (under) Expenditures	8,731,943	9,992,836	12,581,787	18,319,019	19,070,454
Other Financing Sources (Uses):					
Proceeds of long-term debt	485,710	-	-	-	-
Proceeds from sale of assets	-	17,548	34,093	127,623	3,492
Proceeds from debt issuance	-	-	-	15,391,848	79,193,585
Issuance of capital leases	-	-	-	-	-
Costs of Bond issuance	-	-	-	-	-
Contribution to pension trust	-	-	-	-	(78,731,264)
Issuance of new debt	-	-	1,048,143	-	-
Issuance discount	-	-	-	-	-
Issuance of loans	-	-	-	-	-
Transfers in	19,669,605	18,476,483	18,089,299	16,400,118	12,724,862
Transfers out	(20,069,340)	(19,418,323)	(18,917,929)	(21,055,937)	(14,360,066)
Total Other Financing Sources (Uses):	85,975	(924,292)	253,606	10,863,652	(1,169,391)
Net change in fund balances	$ 8,817,918	$ 9,068,544	$ 12,835,393	$ 29,182,671	$ 17,901,063
Debt service as a percentage of noncapital expenditures: [1]	10.26%	8.77%	10.41%	9.66%	5.39%

NOTE:

[1] Ratio is calculated by dividing total debt service expenditures by total non-capital expenditures (difference between total expenditures and capitalized capital outlay expenditures)

[2] Cost of bond issuance was reclassified into interest and fiscal charges from other financing uses

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes In Fund Balances - Governmental Funds (Continued)
Last Ten Fiscal Years Ended June 30, 2025
(modified accrual basis of accounting)

	Fiscal Year				
	2019-20	2018-19	2017-18	2016-17	2015-16
Revenues:					
Taxes	$ 46,128,710	$ 50,827,680	$ 47,527,518	$ 46,847,209	$ 46,222,802
Licenses and permits	1,646,059	1,735,711	1,694,670	1,800,752	1,521,379
Use of money and property	1,036,059	1,061,734	158,902	129,186	499,278
Intergovernmental	7,157,208	7,409,245	6,201,645	5,549,872	5,705,627
Fines, forfeitures, and penalties	1,112,890	2,261,549	1,124,079	1,102,235	1,794,049
Charges for services	6,142,402	5,270,787	5,070,020	5,155,573	4,545,874
Miscellaneous	831,773	892,283	1,197,011	2,944,050	1,807,155
Total Revenues:	64,055,101	69,458,989	62,973,845	63,528,877	62,096,164
Expenditures:					
Current:					
General government	6,576,421	6,004,196	5,025,047	4,914,416	4,886,467
Public safety	41,295,066	45,783,773	37,851,314	36,977,198	34,674,068
Public works	8,372,502	8,058,427	4,012,134	4,064,485	5,584,816
Recreation and Human resources	6,155,882	6,138,238	9,194,054	8,631,034	6,498,830
Community development	2,474,928	2,382,263	2,734,299	2,757,861	2,533,734
Capital outlay	3,636,782	6,127,264	3,794,206	3,349,481	8,332,649
Debt service:					
Principal	967,696	902,804	627,898	2,703,105	754,158
Interest and fiscal charges	1,155,814	1,198,262	1,227,659	1,431,641	1,369,936
Total Expenditures:	70,635,091	76,595,227	64,466,611	64,829,221	64,634,658
Excess of Revenues over (under) Expenditures	(6,579,990)	(7,136,238)	(1,492,766)	(1,300,344)	(2,538,494)
Other Financing Sources (Uses):					
Proceeds of long-term debt	-	-	-	-	-
Proceeds from sale of property	46,241	16,413	423,735	1,024,538	4,990,156
Proceeds from debt issuance	-	-	-	-	-
Issuance of capital leases	-	-	-	-	-
Costs of Bond issuance	-	-	-	-	-
Contribution to pension trust	-	-	-	-	-
Issuance of new debt	-	-	-	1,635,000	-
Issuance discount	-	-	-	-	-
Issuance of loans	86,223	86,223	86,223	86,223	311,026
Transfers in	7,476,706	9,013,583	6,747,282	6,487,933	11,143,623
Transfers out	(7,356,001)	(8,350,155)	(6,708,650)	(6,558,966)	(9,599,678)
Total Other Financing Sources (Uses):	253,169	766,064	548,590	2,674,728	6,845,127
Net change in fund balances	$ (6,326,821)	$ (6,370,174)	$ (944,176)	$ 1,374,384	$ 4,306,633
Debt service as a percentage of noncapital expenditures: [(1)]	3.14%	2.87%	3.03%	6.64%	3.51%

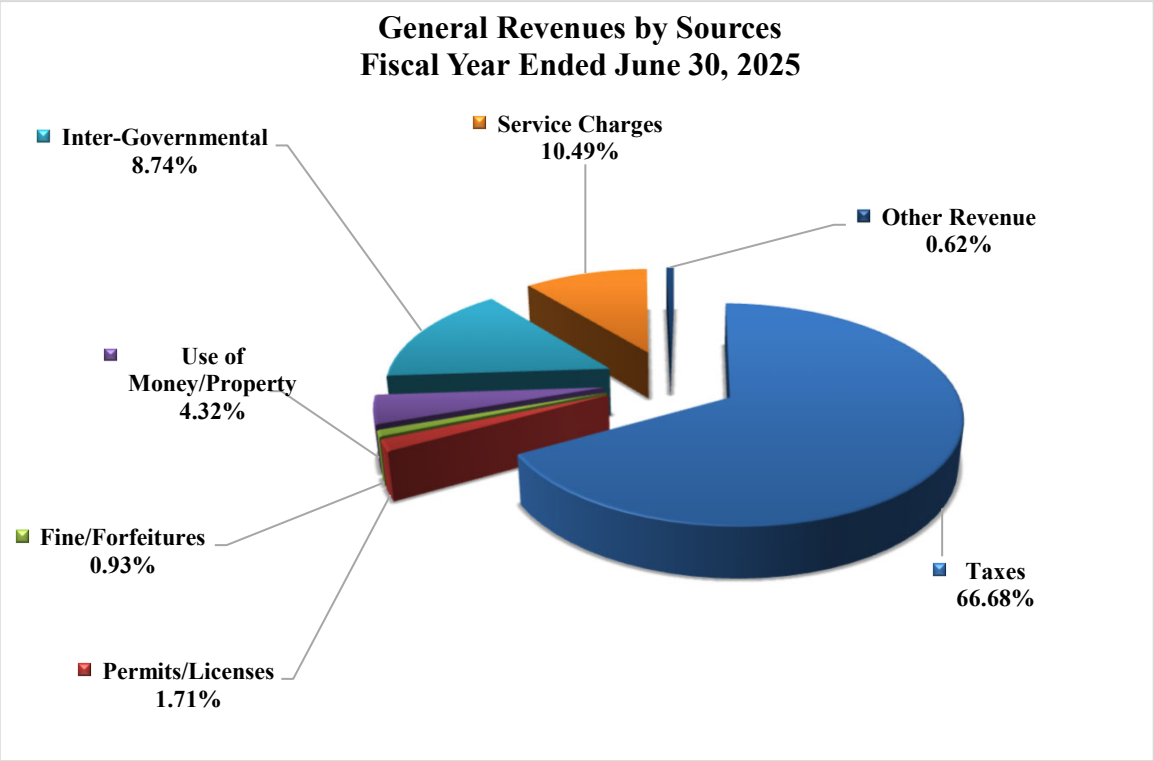
NOTE:

(1) Ratio is calculated by dividing total debt service expenditures by total non-capital expenditures (difference between total expenditures and capitalized capital outlay expenditures)

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Governmental Revenues By Sources
Last Ten Fiscal Years

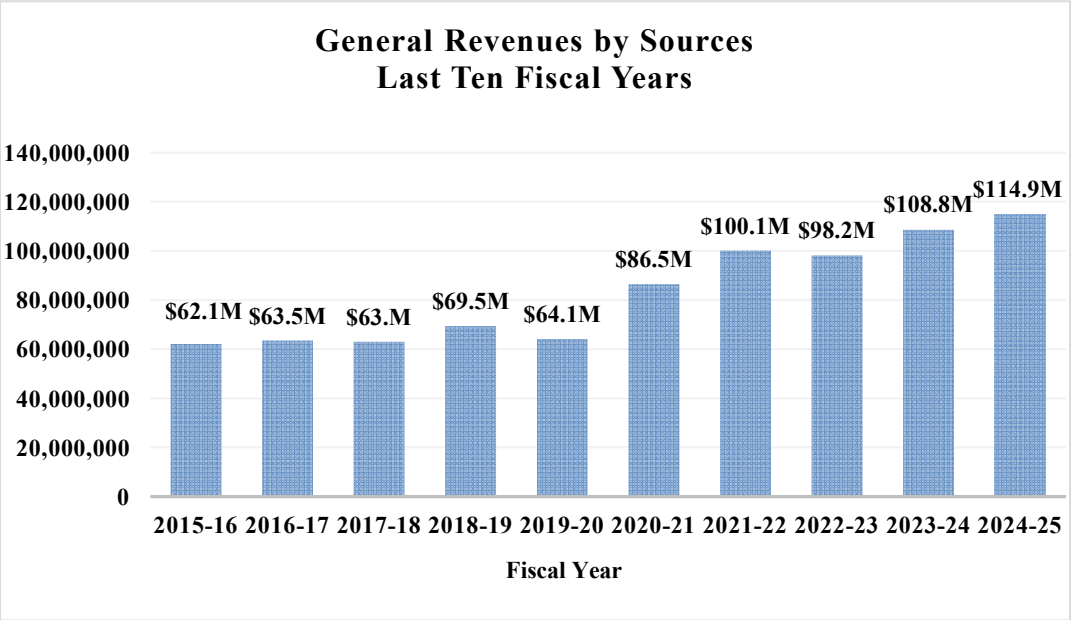
Fiscal Year	Taxes	Permits, Licenses and Fees	Fines and Forfeitures	Uses of Money and Property
2015-16	46,222,802	1,521,379	1,794,049	499,278
2016-17	46,847,209	1,800,752	1,102,235	129,186
2017-18	47,527,518	1,694,670	1,124,079	158,902
2018-19	50,827,680	1,735,711	2,261,549	1,061,734
2019-20	46,128,710	1,646,059	1,112,890	1,036,059
2020-21	57,968,745	2,389,538	3,168,468	(56,416)
2021-22	70,663,462	2,900,062	3,660,686	(1,517,780)
2022-23	74,247,538	2,158,749	1,235,414	1,881,431
2023-24	75,397,665	3,168,262	1,078,296	3,265,756
2024-25	76,603,633	1,967,596	1,063,826	4,962,491



Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Governmental Revenues By Sources (Continued)
Last Ten Fiscal Years

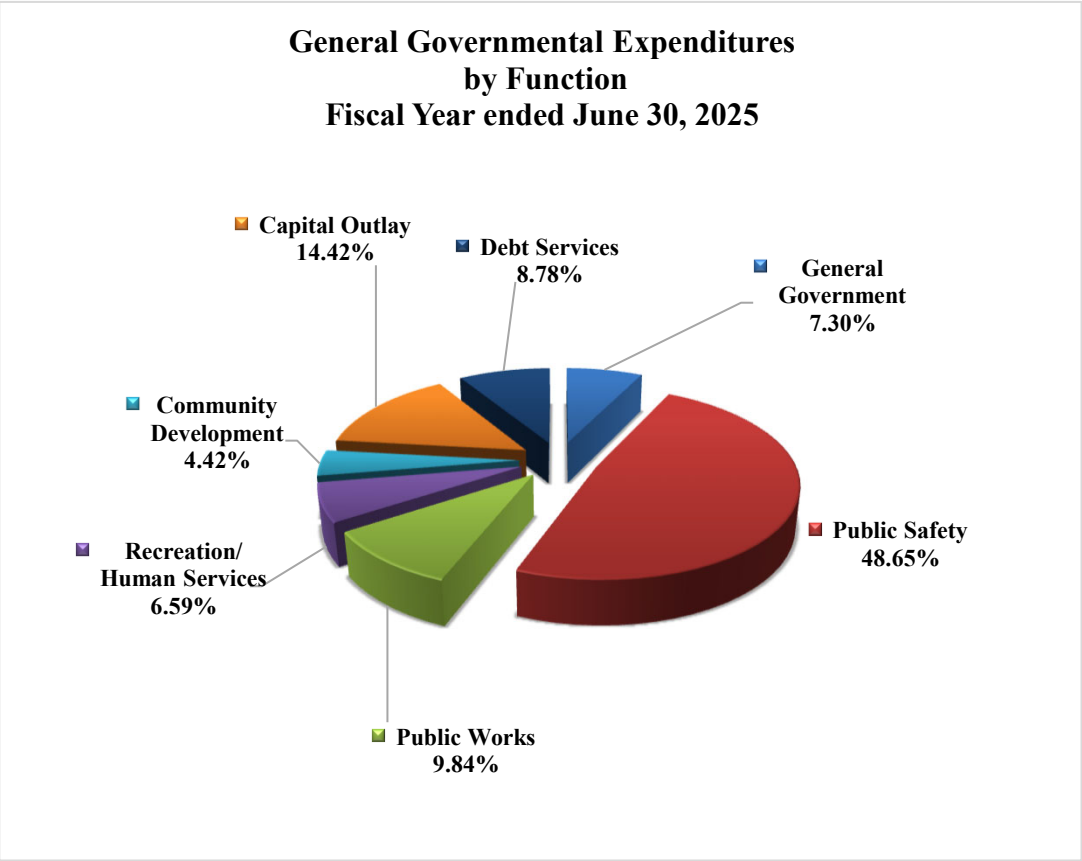
Fiscal Year	Inter-Governmental	Charges for Services	Other Revenues	Total
2015-16	5,705,627	4,545,874	1,807,155	62,096,164
2016-17	5,549,872	5,155,573	2,944,050	63,528,877
2017-18	6,201,645	5,070,020	1,197,011	62,973,845
2018-19	7,409,245	5,270,787	892,283	69,458,989
2019-20	7,157,208	6,142,402	831,773	64,055,101
2020-21	16,142,006	5,188,250	1,664,391	86,464,982
2021-22	13,689,853	5,448,044	5,245,065	100,089,392
2022-23	12,265,983	5,723,983	720,310	98,233,408
2023-24	13,372,447	11,823,454	674,091	108,779,971
2024-25	17,523,988	12,050,797	716,895	114,889,226



Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
General Governmental Expenditures By Function
Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Public Works	Recreation and Human Services
2015-16	4,886,467	34,674,068	5,584,816	6,498,830
2016-17	4,914,416	36,977,198	4,064,485	8,631,034
2017-18	5,025,047	37,851,314	4,012,134	9,194,054
2018-19	6,004,196	45,783,773	8,058,427	6,138,238
2019-20	6,576,421	41,295,066	8,372,502	6,155,882
2020-21	5,325,270	37,558,085	6,776,073	6,232,436
2021-22	5,296,661	41,545,473	7,868,811	7,318,062
2022-23	6,208,151	42,327,977	8,435,997	8,221,690
2023-24	8,544,614	48,263,127	9,087,374	7,353,343
2024-25	7,746,657	51,641,158	10,445,195	6,997,687



Note: These figures include all governmental fund types and exclude other financing sources (uses). (General, Special Revenue, Capital Projects and Debt Service Funds)

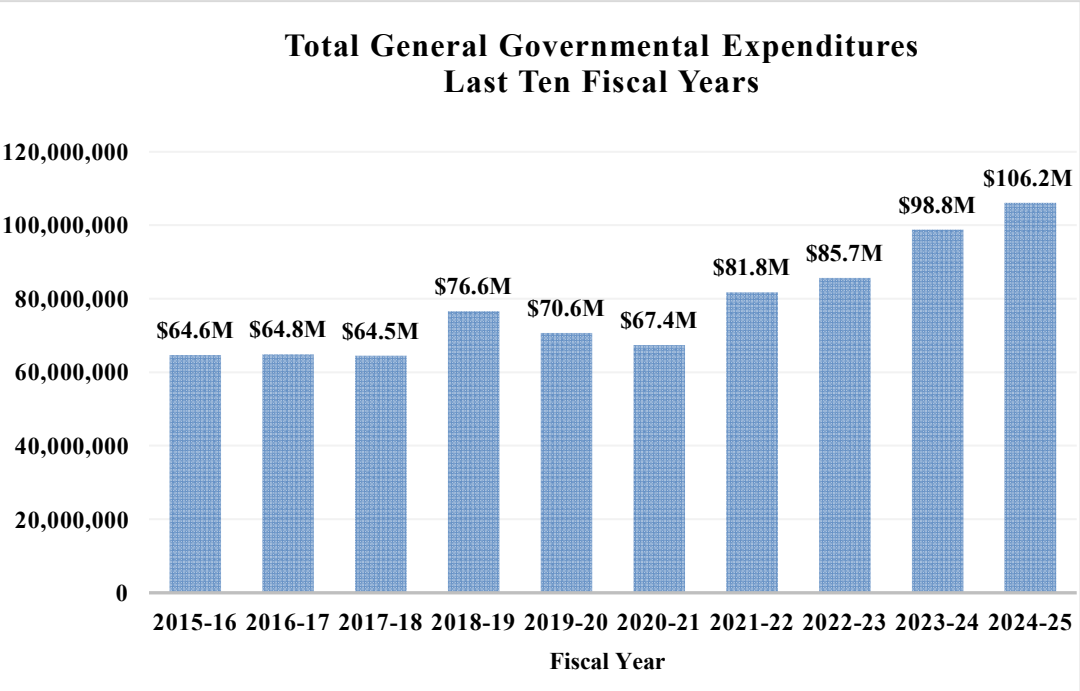
(1) These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.

(2) 2021 cost of bond issuance was reclassified into debt service from other financing uses

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
General Governmental Expenditures By Function (Continued)
Last Ten Fiscal Years

Fiscal Year	Community Development	Capital Outlay	Debt Service [1][2]	Total
2015-16	2,533,734	8,332,649	2,124,094	64,634,658
2016-17	2,757,861	3,349,481	4,134,746	64,829,221
2017-18	2,734,299	3,794,206	1,855,557	64,466,611
2018-19	2,382,263	6,127,264	2,101,066	76,595,227
2019-20	2,474,928	3,636,782	2,123,510	70,635,091
2020-21	2,789,072	5,199,699	3,513,803	67,394,438
2021-22	3,061,632	8,929,107	7,750,627	81,770,373
2022-23	2,837,108	8,816,842	8,803,856	85,651,621
2023-24	4,190,330	12,720,112	8,628,235	98,787,135
2024-25	4,694,214	15,311,120	9,321,252	106,157,283



Note: These figures include all governmental fund types and exclude other financing sources (uses). (General, Special Revenue, Capital Projects and Debt Service Funds)

(1) These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.

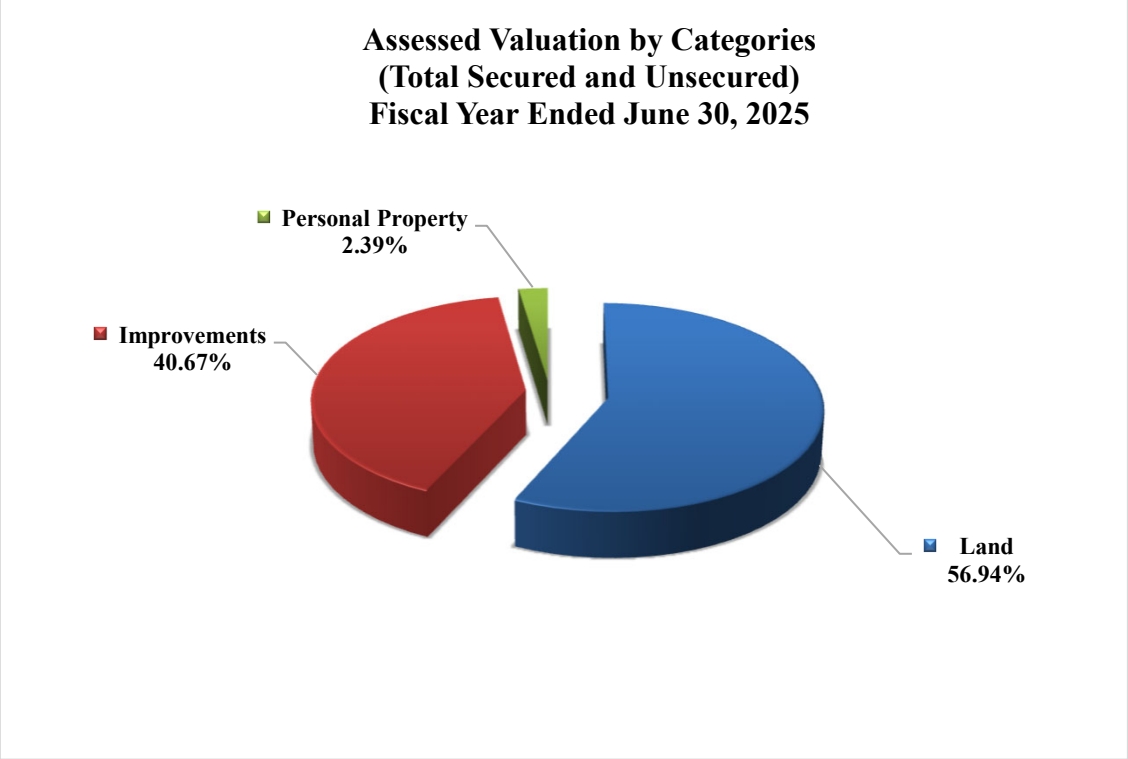
(2) 2021 cost of bond issuance was reclassified into debt service from other financing uses

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena

Assessed Valuation [1] and Actual Value of Taxable Property
Last Ten Fiscal Years

	STATE ASSESSED				LOCALLY ASSESSED				
	SECURED - UTILITY				SECURED				
Fiscal Year	Land	Improve-ments	Personal Property	Total	Land	Improve-ments	Personal Property	Other Exemptions	Total
2015-16	256,548	500	-	257,048	2,901,287,675	2,302,898,593	21,733,418	(100,791,312)	5,125,128,374
2016-17	256,548	500	-	257,048	3,059,313,278	2,408,565,245	21,982,639	(101,483,543)	5,388,377,619
2017-18	256,548	500	-	257,048	3,259,570,366	2,534,031,367	22,671,336	(97,785,800)	5,718,487,269
2018-19	256,548	500	-	257,048	3,514,987,541	2,674,639,058	22,263,329	(106,481,118)	6,105,408,810
2019-20	256,548	500	-	257,048	3,745,803,302	2,836,862,048	22,530,962	(99,222,153)	6,505,974,159
2020-21	379,899	4,167	-	384,066	4,005,949,237	3,004,367,152	24,551,498	(105,940,809)	6,928,927,078
2021-22	213,049	-	-	213,049	4,213,320,667	3,080,008,549	27,201,792	(100,843,365)	7,219,687,643
2022-23	213,049	-	-	213,049	4,581,077,862	3,256,656,564	27,312,819	(83,188,820)	7,781,858,425
2023-24	79,755	-	-	79,755	4,996,682,580	3,447,486,489	29,700,615	(128,753,189)	8,345,116,495
2024-25	144,998	-	-	144,998	5,287,905,802	3,652,857,990	37,394,092	(136,792,317)	8,841,365,567



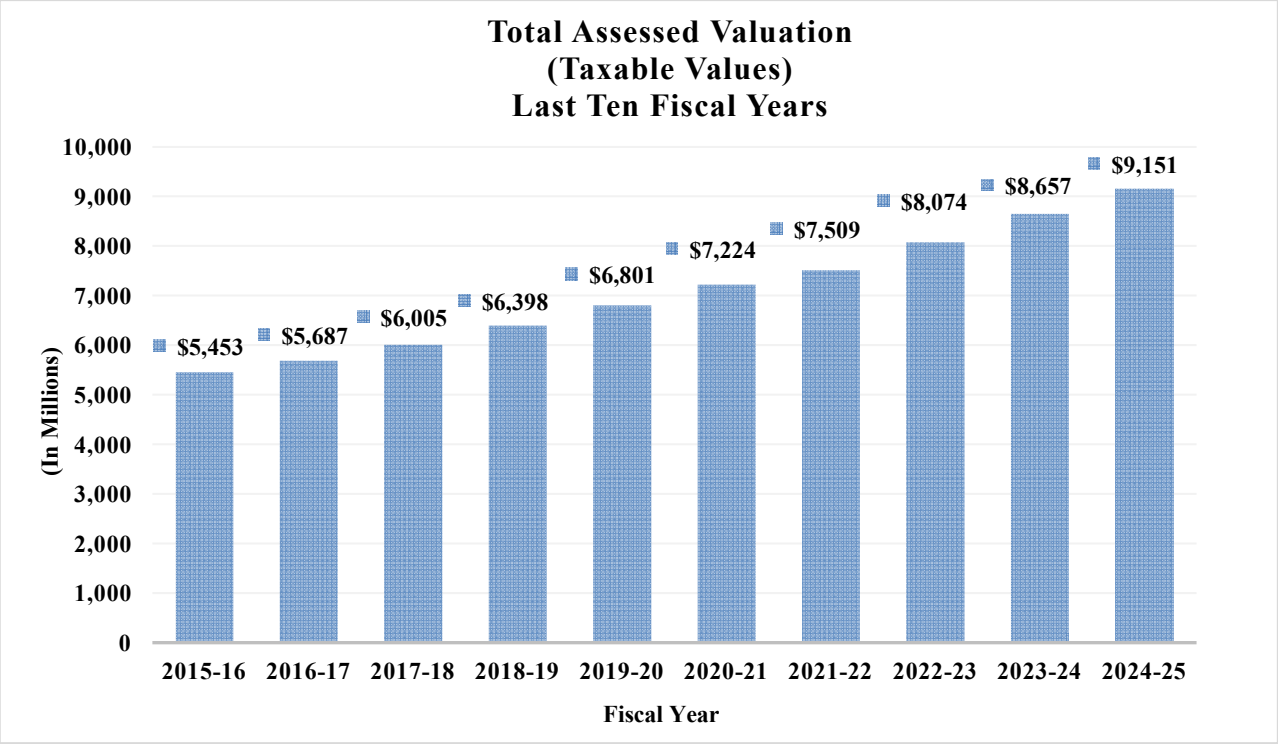
In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.
Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

Source: [1] L.A. County Assessor 2024/25 Combined Tax Rolls
[2] Hdl Coren & Cone.

City of Gardena

Assessed Valuation [1] and Actual Value of Taxable Property (Continued)
Last Ten Fiscal Years

Fiscal Year	LOCALLY ASSESSED UNSECURED Improvements	UNSECURED Personal Property	UNSECURED Other Exemptions	UNSECURED Total	TOTALS Before Other Exemptions	TOTALS Taxable Assessed Value	% INCR. (DECR.)	Total Direct Rate [2]	Home-Owner Property Tax Relief
2015-16	149,004,701	178,788,974	(82,000)	327,711,675	5,553,970,409	5,453,097,097	5.47%	0.11809%	48,873,792
2016-17	130,722,770	167,676,863	(82,000)	298,317,633	5,788,517,843	5,686,952,300	4.29%	0.11790%	48,088,576
2017-18	125,455,566	161,242,825	(47,000)	286,651,391	6,103,228,508	6,005,395,708	5.60%	0.11766%	47,602,798
2018-19	125,099,278	166,925,685	(77,300)	291,947,663	6,504,171,939	6,397,613,521	6.53%	0.11737%	46,936,370
2019-20	123,980,060	170,442,727	(73,400)	294,349,387	6,899,876,147	6,800,580,594	6.30%	0.11711%	46,368,399
2020-21	119,705,782	174,999,947	(36,400)	294,669,329	7,329,957,682	7,223,980,473	6.23%	0.11685%	45,437,387
2021-22	120,700,759	169,061,580	(1,154,249)	288,608,090	7,610,506,396	7,508,508,782	3.94%	0.11672%	44,954,554
2022-23	122,253,280	171,000,192	(1,151,403)	292,102,069	8,158,513,766	8,074,173,543	7.53%	0.11644%	44,725,326
2023-24	126,122,624	185,436,471	-	311,559,095	8,785,508,534	8,656,755,345	7.22%	0.11618%	44,144,720
2024-25	124,749,617	184,601,293	(36,200)	309,314,710	9,287,653,792	9,150,825,275	5.71%	0.11600%	44,277,773



In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.
Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

Source: [1] L.A. County Assessor 2024/25 Combined Tax Rolls
[2] Hdl Coren & Cone.

City of Gardena
Assessed Value of Property by User Code
Last Ten Fiscal Years

CATEGORY	Fiscal Year 2024-25	2023-24	2022-23	2021-22	2020-21
Residential	$6,073,947,328	$5,697,161,939	$5,247,758,428	$4,857,419,242	$4,671,664,590
Commercial	1,170,904,268	1,131,751,802	1,074,201,133	1,027,450,526	1,006,453,482
Industrial	1,345,452,591	1,298,035,540	1,208,490,671	1,117,152,653	1,037,251,905
Govt. Owned	116,674	116,674	22	-	-
Recreational	43,358,893	43,240,677	42,678,387	41,518,155	40,966,262
Institutional	118,581,852	88,652,232	114,427,704	94,990,583	89,836,280
Miscellaneous	2,270,512	2,262,303	88	-	-
Vacant land	57,140,993	56,048,027	66,945,560	66,349,257	69,851,264
SBE Nonunitary	144,998	79,755	213,049	213,049	384,066
Cross Reference	29,592,412	27,847,301	27,356,432	14,807,227	12,903,295
Unsecured	309,314,710	311,559,095	292,102,069	288,608,090	294,669,329
Unknown	44	-	-	-	-
	9,150,825,275	8,656,755,345	8,074,173,543	7,508,508,782	7,223,980,473
Homeowner Exemption [(1)]	-	-	-	-	-
TOTALS:	$9,150,825,275	$8,656,755,345	$8,074,173,543	$7,508,508,782	$7,223,980,473

Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

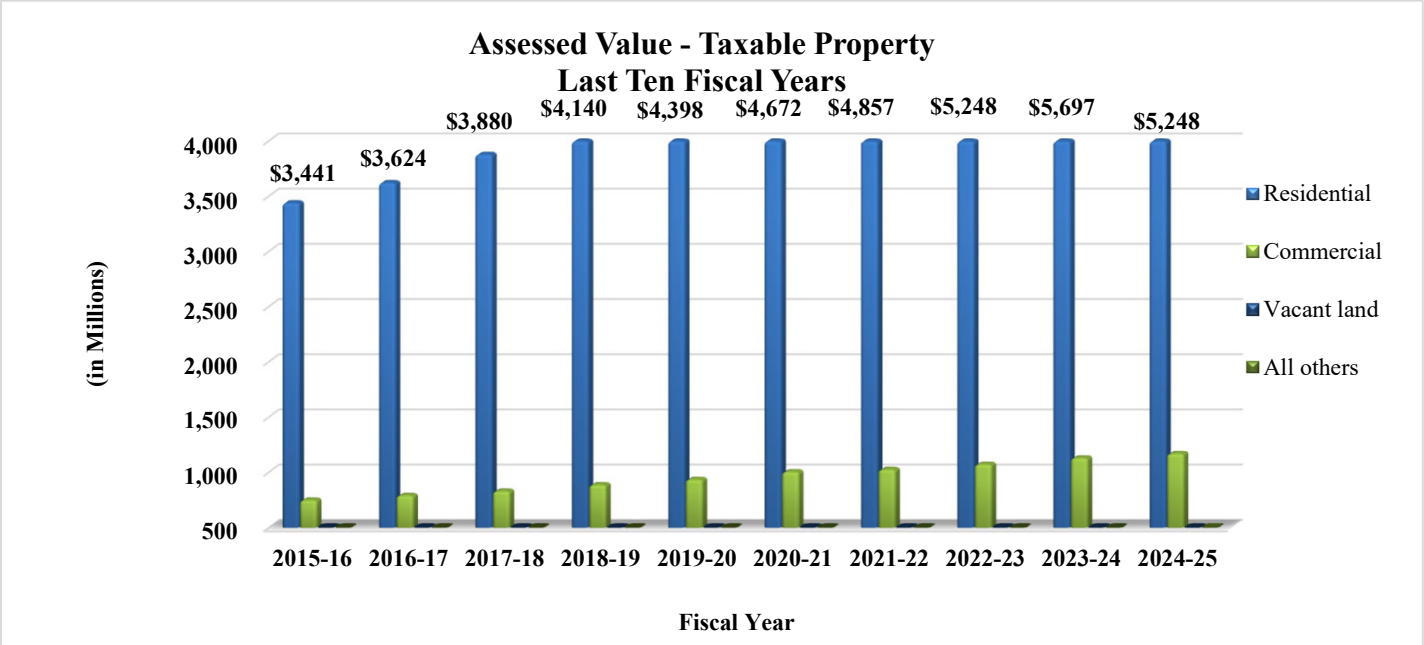
-Exempt values are not included in Total.

(1) In 2006-07 certain report formatting changes have been made to comply with GASB 44 standard reporting requirements; therefore, the net of Homeowner Exemption is separated from previous years.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value of Property by User Code (Continued)
Last Ten Fiscal Years

CATEGORY	Fiscal Year 2019-20	2018-19	2017-18	2016-17	2015-16
Residential	$4,397,530,388	$4,139,852,554	$3,879,882,318	$3,623,545,163	$3,441,407,499
Commercial	936,892,089	888,959,749	831,348,140	791,527,339	750,255,119
Industrial	964,891,072	889,298,836	834,753,358	796,231,706	763,622,835
Govt. Owned	-	-	-	5,250,000	-
Recreational	40,263,960	39,491,086	38,342,794	38,760,141	39,348,412
Institutional	76,976,001	74,813,850	78,834,725	69,798,622	65,412,639
Miscellaneous	-	-	451,519	442,667	-
Vacant land	75,744,666	62,990,225	46,086,466	54,308,182	57,298,803
SBE Nonunitary	257,048	257,048	257,048	257,048	257,048
Cross Reference	13,675,983	10,002,510	8,787,949	8,513,799	7,783,045
Unsecured	294,349,387	291,947,663	286,651,391	298,317,633	327,711,675
Unknown	-	-	-	-	22
	6,800,580,594	6,397,613,521	6,005,395,708	5,686,952,300	5,453,097,097
Homeowner Exemption [(1)]	-	-	-	-	-
TOTALS:	$6,800,580,594	$6,397,613,521	$6,005,395,708	$5,686,952,300	$5,453,097,097



Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

-Exempt values are not included in Total.

[(1)] In 2006-07 certain report formatting changes have been made to comply with GASB 44 standard reporting requirements; therefore, the net of Homeowner Exemption is separated from previous years.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value and Estimated Value of Taxable Property
Last Ten Fiscal Years
(in thousands)

Fiscal Year	Residential	Commercial	Industrial	Agriculture	Recreational	Institutional	Govt. Owned	Vacant land
2015-16	3,441,407	750,255	763,623	-	39,348	65,413	-	57,299
2016-17	3,623,545	791,527	796,232	-	38,760	69,798	5,250	54,308
2017-18	3,879,882	831,348	834,753	-	38,342	78,834	-	46,086
2018-19	4,139,853	888,960	889,299	-	39,491	74,814	-	62,990
2019-20	4,397,530	936,892	964,891	-	40,264	76,976	-	75,745
2020-21	4,671,665	1,006,453	1,037,252	-	40,967	89,836	-	69,851
2021-22	4,857,419	1,027,451	1,117,153	-	41,518	94,991	-	66,349
2022-23	5,247,759	1,074,201	1,208,491	-	42,678	114,428	-	66,946
2023-24	5,697,162	1,131,751	1,298,036	-	43,241	88,652	117	56,048
2024-25	6,073,947	1,170,903	1,345,453	-	43,359	118,582	117	57,141

NOTES: Report formatting changes have been made to comply with GASB 44 standard reporting requirements.
Public Utility values are not included in this report.

(1) Tax Rate Areas: TRA 000576
-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

(2) Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sales price and the Factor of Taxable Assessed Value is the result. This factor is changing from year to year; however, since the previous fiscal years calculating data is not available, the fiscal year 2007-08 factor is used.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value and Estimated Value of Taxable Property (Continued)
Last Ten Fiscal Years
(in thousands)

Fiscal Year	SBE Nonunitary	Cross Reference	Unsecured	Misc.	TOTAL	Total Direct Tax Rate [1]	Estimated Taxable Value [2]	Factor of Taxable Assessed Value
2015-16	257	7,783	327,712	-	5,453,097	0.11809	7,272,850	1.33371
2016-17	257	8,514	298,317	442	5,686,950	0.11790	7,584,742	1.33371
2017-18	257	8,787	286,651	-	6,004,940	0.11766	8,008,849	1.33371
2018-19	257	10,002	291,948	-	6,397,614	0.11737	8,532,562	1.33371
2019-20	257	13,676	294,349	-	6,800,580	0.11711	9,070,002	1.33371
2020-21	384	12,903	294,669	-	7,223,980	0.11685	9,634,694	1.33371
2021-22	213	14,807	288,608	-	7,508,509	0.11672	10,014,174	1.33371
2022-23	213	27,356	292,102	-	8,074,174	0.11644	10,768,607	1.33371
2023-24	80	27,847	311,559	2,262	8,656,755	0.11618	11,545,601	1.33371
2024-25	145	29,592	309,315	2,271	9,150,825	0.11600	12,204,547	1.33371

NOTES: Report formatting changes have been made to comply with GASB 44 standard reporting requirements. Public Utility values are not included in this report.

[1] Tax Rate Areas: TRA 000576
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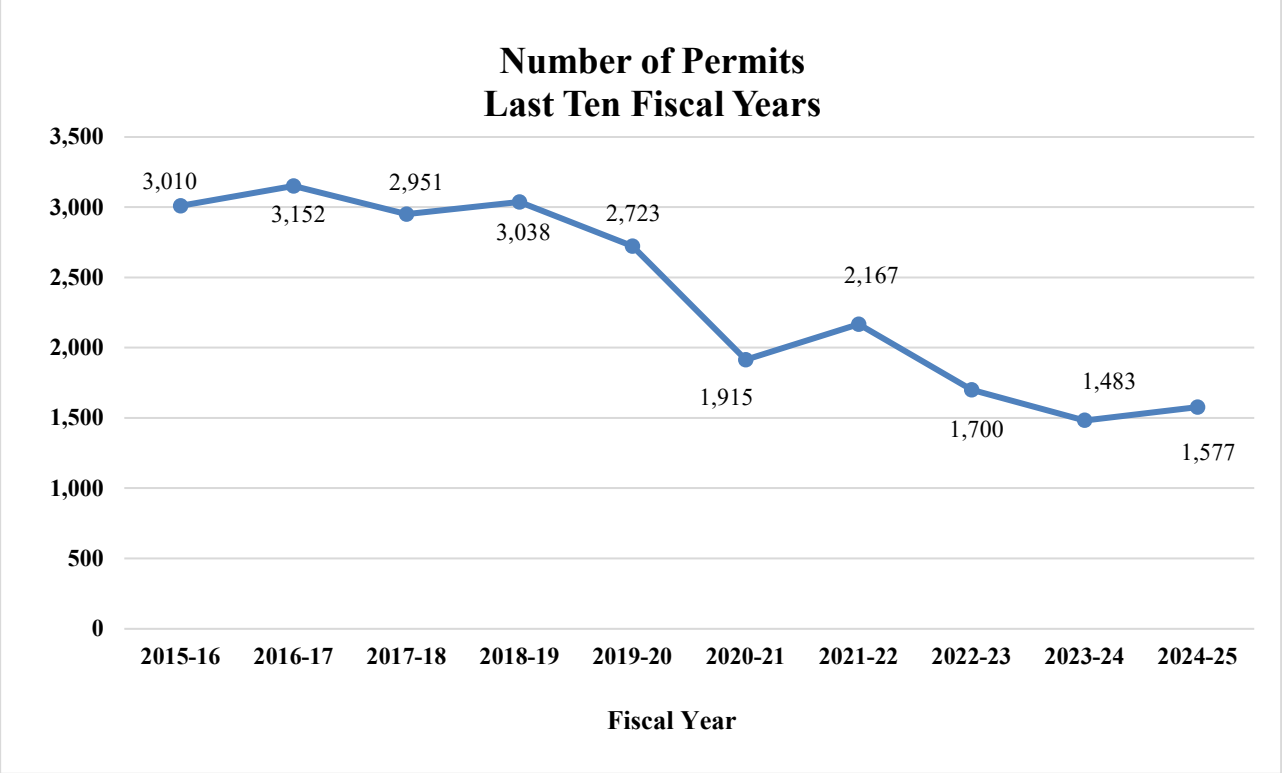
[2] Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sales price and the Factor of Taxable Assessed Value is the result. This factor is changing from year to year; however, since the previous fiscal years calculating data is not available, the fiscal year 2007-08 factor is used.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Construction and Bank Deposits
(Miscellaneous Information)
Last Ten Fiscal Years

CONSTRUCTION [1]

Fiscal Year	Residential		Commercial		Industrial	
	No. of Permits	Valuation	No. of Permits	Valuation	No. of Permits	Valuation
2015-16	1,126	18,042,192	253	12,303,725	2	26,500
2016-17	1,161	10,988,165	269	16,919,670	9	7,091,565
2017-18	964	18,379,450	264	25,034,187	15	1,069,280
2018-19	1,107	23,699,914	220	10,676,880	11	437,850
2019-20	927	33,001,214	164	11,378,321	10	88,468
2020-21	737	82,991,894	105	10,605,434	5	1,712,440
2021-22	1,041	49,722,116	146	20,804,846	2	320,000
2022-23	1,070	30,141,588	122	13,599,849	5	1,862,509
2023-24	856	97,341,915	123	22,062,761	14	1,528,900
2024-25	835	29,098,547	138	10,843,539	3	1,756,751

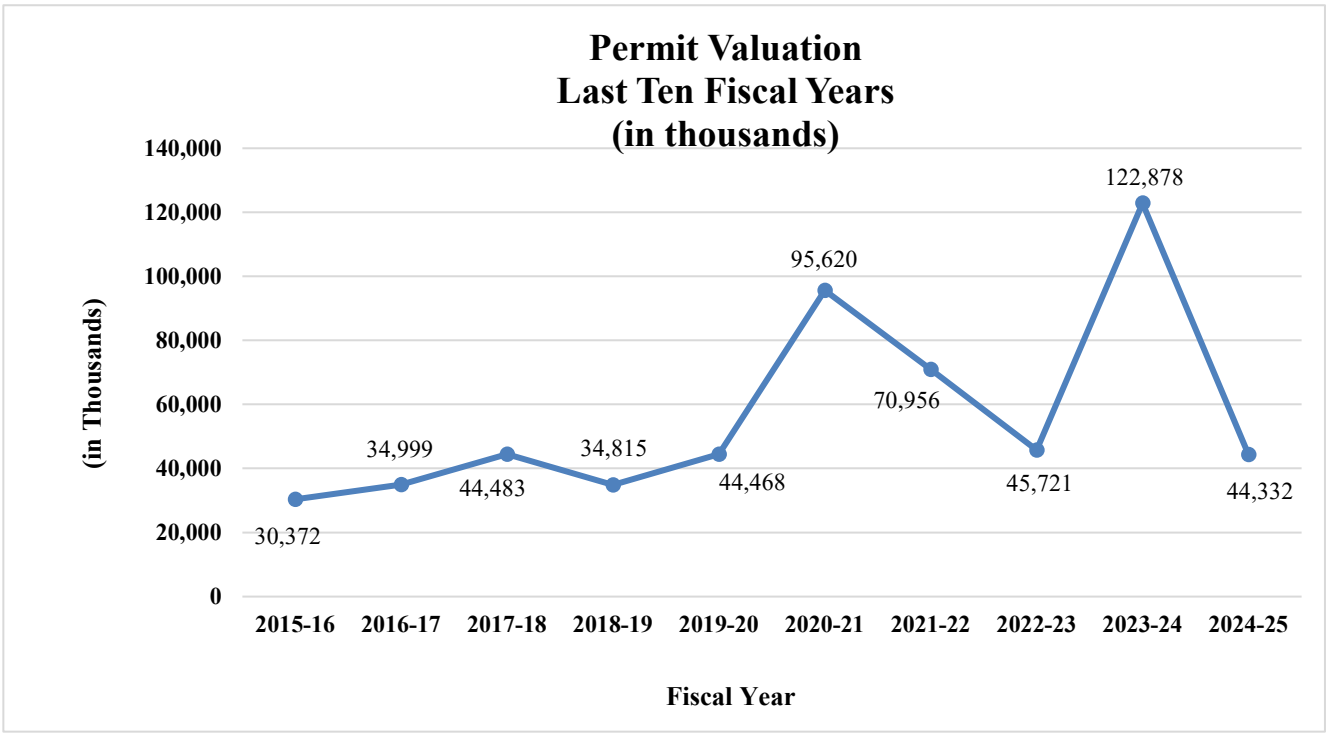


Sources: [1] City of Gardena, Community Development Department.

[2] City of Gardena-FDIC-Insured Institutions as of 06/30/2025

City of Gardena
Construction and Bank Deposits (Continued)
(Miscellaneous Information)
Last Ten Fiscal Years

Fiscal Year	CONSTRUCTION [1] All others No. of Permits	All others Valuation	Total No. of Permits	Total Valuation	Bank Deposits [2] (in Thousands)
2015-16	1,629	-	3,010	30,372,417	2,311,146
2016-17	1,713	-	3,152	34,999,400	1,913,039
2017-18	1,708	-	2,951	44,482,917	1,913,039
2018-19	1,700	-	3,038	34,814,644	1,980,803
2019-20	1,622	-	2,723	44,468,003	2,285,338
2020-21	1,068	310,030	1,915	95,619,798	2,483,396
2021-22	978	109,000	2,167	70,955,962	2,618,588
2022-23	503	117,273	1,700	45,721,219	2,484,565
2023-24	490	1,943,979	1,483	122,877,556	2,352,713
2024-25	601	2,633,285	1,577	44,332,121	2,343,363



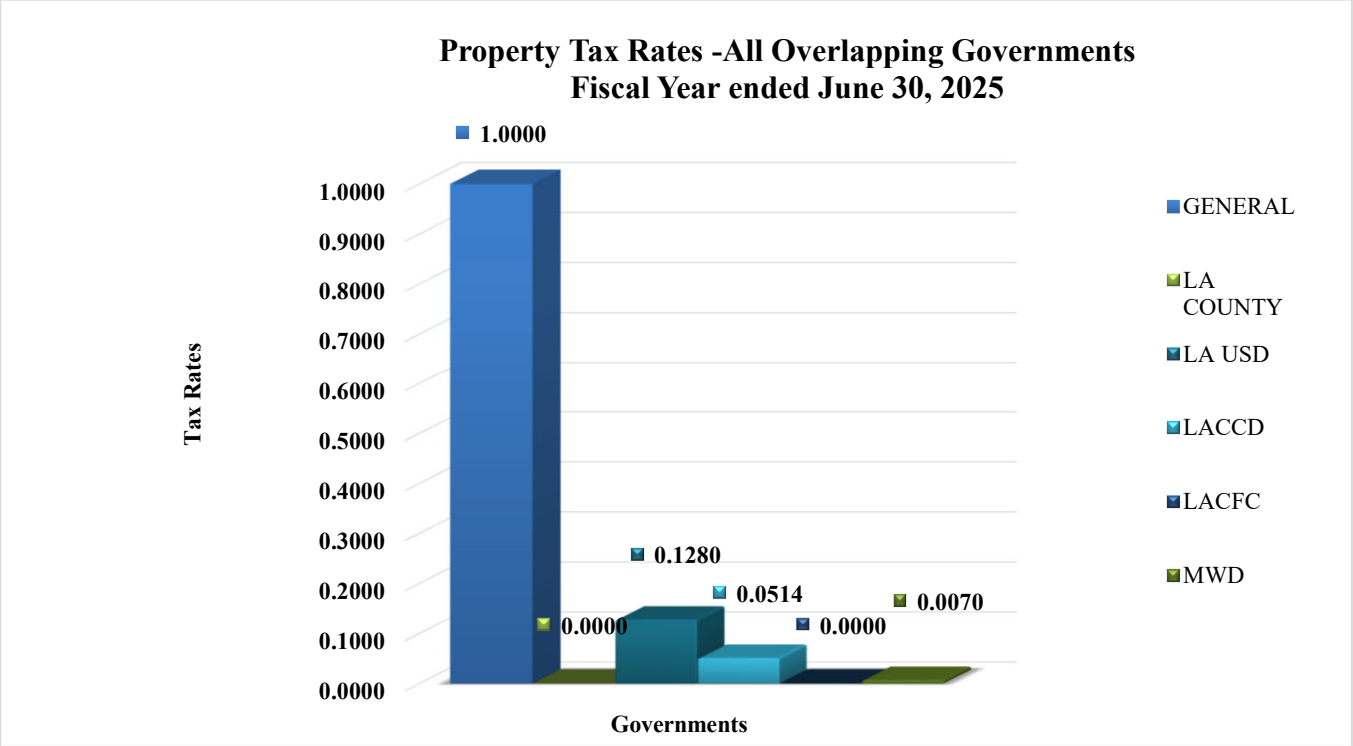
Sources: [1] City of Gardena, Community Development Department.

[2] City of Gardena-FDIC-Insured Institutions as of 06/30/2025

City of Gardena

Property Tax Rates [(1)] - All Overlapping Governments
Last Ten Fiscal Years
(Rate per $100 of Taxable Value)

Fiscal Year	General	Los Angeles County	Los Angeles Unified School District
2015-16	1.000000	0.000000	0.129710
2016-17	1.000000	0.000000	0.131100
2017-18	1.000000	0.000000	0.122190
2018-19	1.000000	0.000000	0.123230
2019-20	1.000000	0.000000	0.125520
2020-21	1.000000	0.000000	0.139930
2021-22	1.000000	0.000000	0.113230
2022-23	1.000000	0.000000	0.121070
2023-24	1.000000	0.000000	0.124220
2024-25	1.000000	0.000000	0.128020



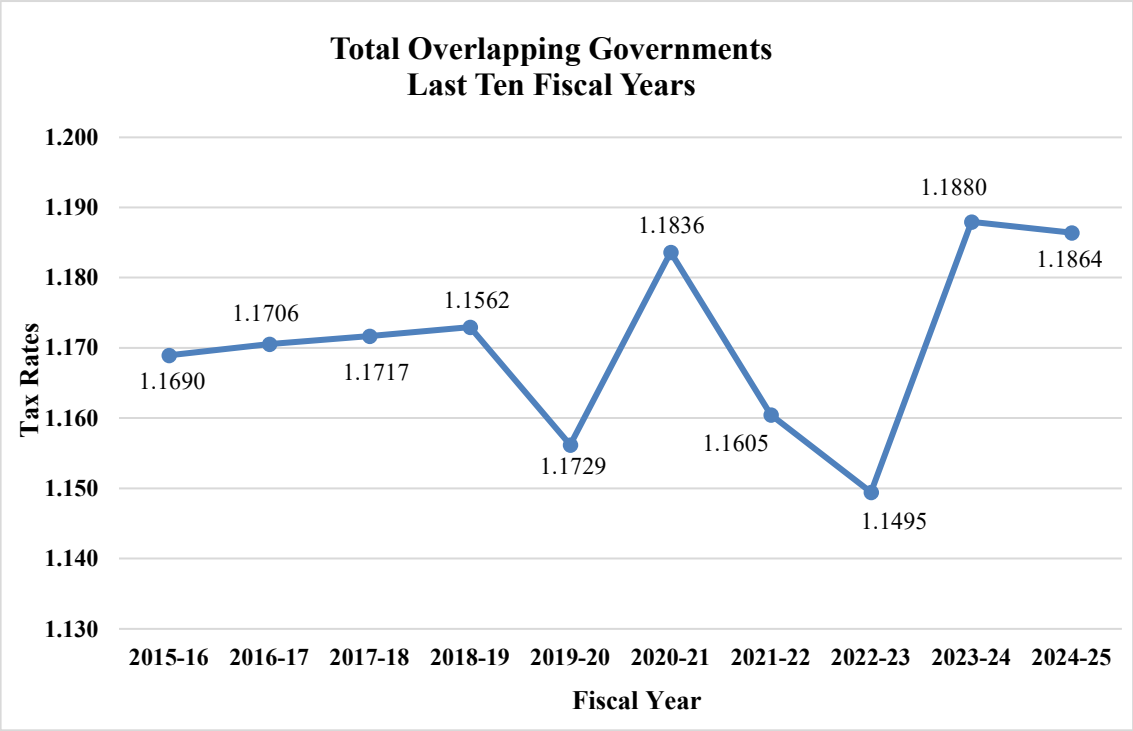
[(1)] Tax Rate Areas: TRA 000576
-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena

Property Tax Rates [1] - All Overlapping Governments (Continued)
Last Ten Fiscal Years
(Rate per $100 of Taxable Value)

Fiscal Year	Los Angeles Community College District	Los Angeles County Flood Control	Metropolitan Water District	Total
2015-16	0.035750	0.000000	0.003500	1.168960
2016-17	0.035960	0.000000	0.003500	1.170560
2017-18	0.045990	0.000000	0.003500	1.171680
2018-19	0.046210	0.000000	0.003500	1.172940
2019-20	0.027170	0.000000	0.003500	1.156190
2020-21	0.040160	0.000000	0.003500	1.183590
2021-22	0.043760	0.000000	0.003500	1.160490
2022-23	0.024880	0.000000	0.003500	1.149450
2023-24	0.060230	0.000000	0.003500	1.187950
2024-25	0.051360	0.000000	0.007000	1.186380



[1] Tax Rate Areas: TRA 000576
-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Direct and Overlapping Property Tax Rates
(rate per $100 of assessed value)
Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576
(Proposition 13 Rate)

	FISCAL YEAR				
Agency	24-25	23-24	22-23	21-22	20-21
City of Gardena Tax District 1	0.11160 %	0.11160 %	0.11160 %	0.11160 %	0.11160 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund Los Angeles	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07820 %
LA City Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00000 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Dr. Improvement Distric	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
Total Prop. 13 Rate:	1.00000 %	1.00000 %	1.00000 %	1.00000 %	1.00000 %
TOTAL DIRECT RATE (Producing Revenue for The City)[(1)]:	0.11600 %	0.11618 %	0.11644 %	0.11672 %	0.11685 %
County of Los Angeles [(1)]	0.00000 %	0.00000 %	0.00000 %	0.00000 %	0.00000 %

Notes: General fund tax rates are representative and based upon the direct and overlapping rates for the largest General Fund tax rates area (TRA) by net taxable value.

Total Direct Rate [(1)] is weighted average of all individual direct rates applied by the government preparing the statistical section information. The percentages presented in the columns above do not sum across rows.

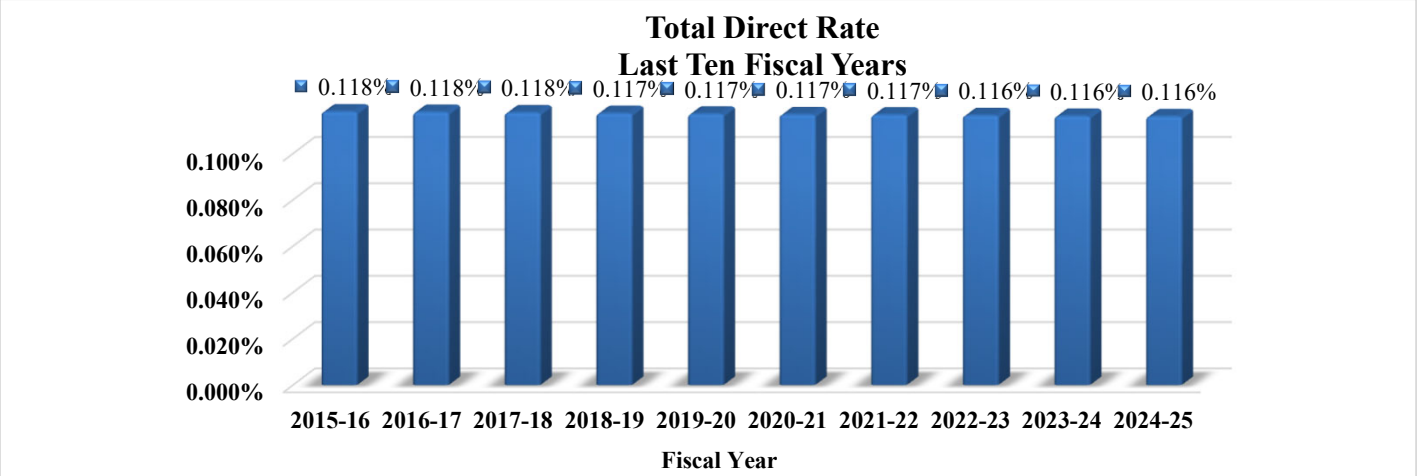
RDA rate is based on the largest RDA tax rate area (TRA) and includes only rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values.

In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

Source: [(1)] L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Direct and Overlapping Property Tax Rates (Continued)
(rate per $100 of assessed value)
Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576
(Proposition 13 Rate)

	FISCAL YEAR				
Agency	19-20	18-19	17-18	16-17	15-16
City of Gardena Tax District 1	0.11160 %	0.11160 %	0.11160 %	0.11160 %	0.11160 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund of Angeles -LAUSD	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07820 %
LA County Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00032 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Improvement District	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
Total Prop. 13 Rate:	1.00000 %	1.00000 %	1.00000 %	1.00000 %	1.00000 %
TOTAL DIRECT RATE (Producing Revenue for The City) [(1)]:	0.11711 %	0.11737 %	0.11766 %	0.11790 %	0.11809 %
County of Los Angeles [(1)]	0.00000 %	0.00000 %	0.00000 %	0.00000 %	0.00000 %



City of Gardena
Ten Largest Property Taxpayers
Current Year and Nine Years Ago

Owner/Taxpayer	Primary Use	Fiscal Year 2024-25 Total Assessed Value	Fiscal Year 2024-25 Percent of Total City Assessed Value	Fiscal Year 2015-16 Total Assessed Value	Fiscal Year 2015-16 Percent of Total City Assessed Value
MPT of Gardena PHS LP	Institutional	$91,061,007	1.00 %		
Nissin Foods USA Company Inc	Industrial	69,908,787	0.76		
Terreno 139th LLC	Industrial	41,887,738	0.46		
Gardena Owner LP	Industrial	36,505,555	0.40		
JSL Gardena I LLC	Commercial	34,151,560	0.37		
14215 Normandie LLC	Commercial	33,571,879	0.37		
Showa Marine Inc	Industrial	28,974,786	0.32		
Liberty Property LP	Industrial	28,949,454	0.32		
Majestic Properties Inc	Recreational	26,135,815	0.29		
PK I Gardena Gateway Center LP	Commercial	24,300,130	0.27		
Hitco Carbon Composites Inc	Unsecured			91,052,743	1.67 %
Nissin Foods USA Company Inc	Industrial			57,280,846	1.05
GA HC Reit II Gardena CA Hospital LLC	Institutional			43,033,643	0.79
JSL Gardena I LLC	Commercial			28,984,133	0.53
Brek Manufacturing Company Lessee	Unsecured			27,175,194	0.50
Majestic Properties Inc	Recreational			25,105,270	0.46
Gramercy Properties LLC	Industrial			22,399,915	0.41
PK I Gardena Gateway Center LP	Commercial			20,623,319	0.38
Target Corporation	Commercial			20,494,891	0.38
WH Gardena Marketplace LLC	Commercial			19,481,618	0.36
Top Ten Totals (secured and unsecured):		**415,446,711**	**4.54 %**	**355,631,572**	**6.52 %**
All Others (secured)		**8,735,378,564**	**95.46**	**5,097,465,525**	**93.48**
Total All Assessed Valuation (secured):		**$9,150,825,275**	**100.00 %**	**$5,453,097,097**	**100.00 %**

Source: L.A. County Assessor 2015/16-2024/25 Combined Tax Rolls and the SBE Non Unitary Tax Roll

City of Gardena

Top 25 Sales Tax Producers [(1)]

(Miscellaneous Information)

Previous Calendar Year and Ten Years Ago

	Calendar Year 2024		Calendar Year 2015	
	Tax Payers	Business Category	Tax Payers	Business Category
1	1981 Publishing	Light Industrial/Printers	76	Service Stations
2	76	Service Stations	76	Service Stations
3	A&A Chevron	Service Stations	A&A Chevron	Service Stations
4	Arco AM PM	Service Stations	Albertsons	Grocery Stores
5	Arco AM PM	Service Stations	Arco AM PM	Service Stations
6	Beacon Roofing Supply	Building Materials	Beacon Roofing Supply	Building Materials
7	Chick Fil A	Quick-Service Restaurants	Crenshaw Lumber Co	Building Materials
8	Crenshaw Lumber Co	Building Materials	Crenshaw Wholesale Electric Supply	Plumbing/Electrical Supplies
9	Crenshaw Wholesale Electric Supply	Plumbing/Electrical Supplies	Enterprise Rent A Car	Transportation/Rentals
10	Enterprise Rent A Car	Transportation/Rentals	Food 4 Less	Grocery Stores
11	G & C Equipment Finders Corp	Contractors	G & C Equipment Finders Corp	Contractors
12	Gardena Honda	New Motor Vehicle Dealers	Gardena Honda	New Motor Vehicle Dealers
13	Honda Lease Trust	Auto Lease	Gardena Nissan	New Motor Vehicle Dealers
14	In N Out Burger	Quick-Service Restaurants	Hitco Technologies	Heavy Industrial
15	Julien's Auctions	Auctioneers	Honda Lease Trust	Auto Lease
16	Lab Fabrication	Heavy Industrial	Marukai Market	Grocery Stores
17	Marukai Market	Grocery Stores	McDonald's	Quick-Service Restaurants
18	McDonald's	Quick-Service Restaurants	Nader's Furniture	Home Furnishings
19	Nissan of Gardena	New Motor Vehicle Dealers	New York Times Sales	Light Industrial/Printers
20	Raising Cane's	Quick-Service Restaurants	Sam's Club w/ Fuel	Discount Dept Stores
21	Sam's Club w/ Fuel	Discount Dept Stores	Smardan Hatcher Co.	Plumbing/Electrical Supplies
22	Smardan Hatcher Co.	Plumbing/Electrical Supplies	Target	Discount Dept Stores
23	Target	Discount Dept Stores	Vons Fuel	Service Stations
24	Vons Fuel	Service Stations	Wood Oil Company	Petroleum Prod/Equipment
25	Wood Oil Company	Petroleum Prod/Equipment	Z Gallerie	Home Furnishings

-Account for 55.75%
of the total sales tax collected.

-Account for 57.04%
of the total sales tax collected.

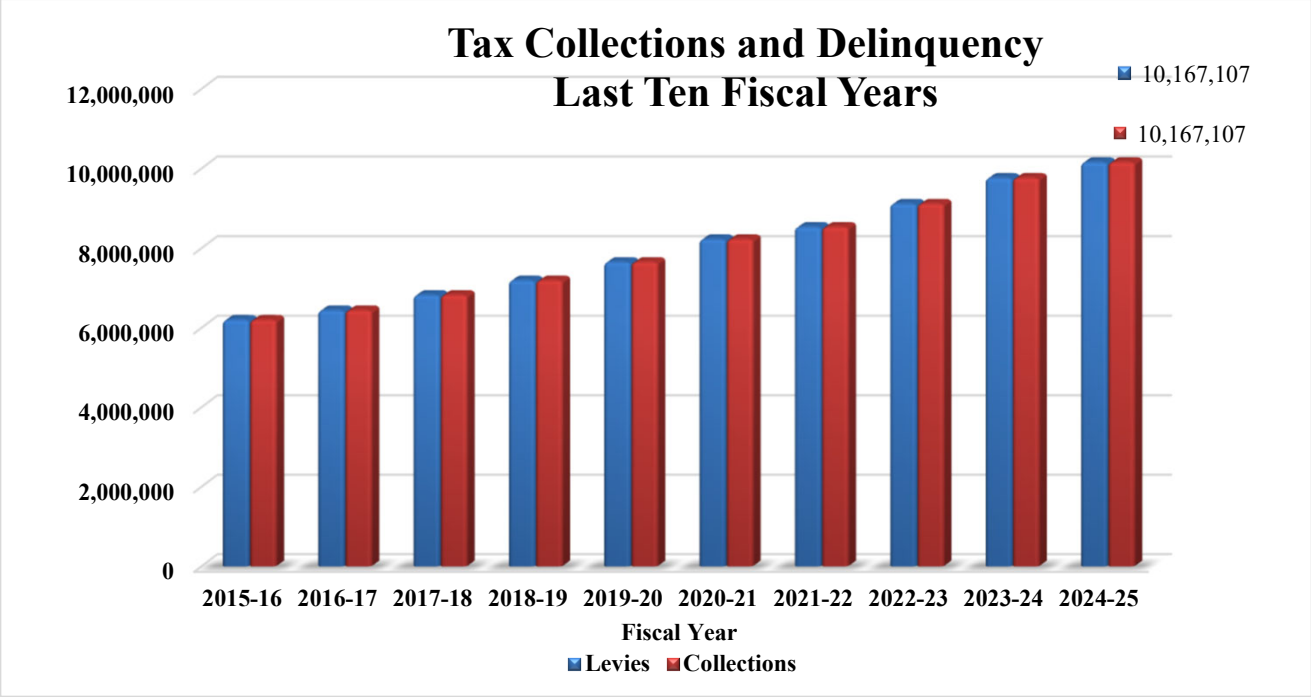
*** The names are listed in alphabetical order, not sales tax volume.

Source: SBOE, CDTFA, SCO, HdL Companies

(1) Period: from January to December

City of Gardena
Property Tax Levies, Tax Collections, and Delinquency
Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	COLLECTED WITHIN THE FISCAL YEAR OF LEVY		Collections in Subsequent Years	TOTAL COLLECTIONS TO DATE	
		Amount	Percent of Levy		Amount	Percent of Levy
2015-16	6,208,056	6,192,921	99.76%	15,134	6,208,056	100.00%
2016-17	6,447,952	6,433,016	99.77%	14,936	6,447,952	100.00%
2017-18	6,832,148	6,816,038	99.76%	16,110	6,832,148	100.00%
2018-19	7,198,451	7,164,319	99.53%	34,132	7,198,451	100.00%
2019-20	7,660,514	7,640,236	99.74%	20,278	7,660,514	100.00%
2020-21	8,233,669	8,207,649	99.68%	26,020	8,233,669	100.00%
2021-22	8,540,847	8,524,459	99.81%	16,388	8,540,847	100.00%
2022-23	9,123,832	9,071,698	99.43%	52,134	9,123,832	100.00%
2023-24	9,771,544	9,717,972	99.45%	53,572	9,771,544	100.00%
2024-25	10,167,107	10,117,937	99.52%	49,169	10,167,107	100.00%

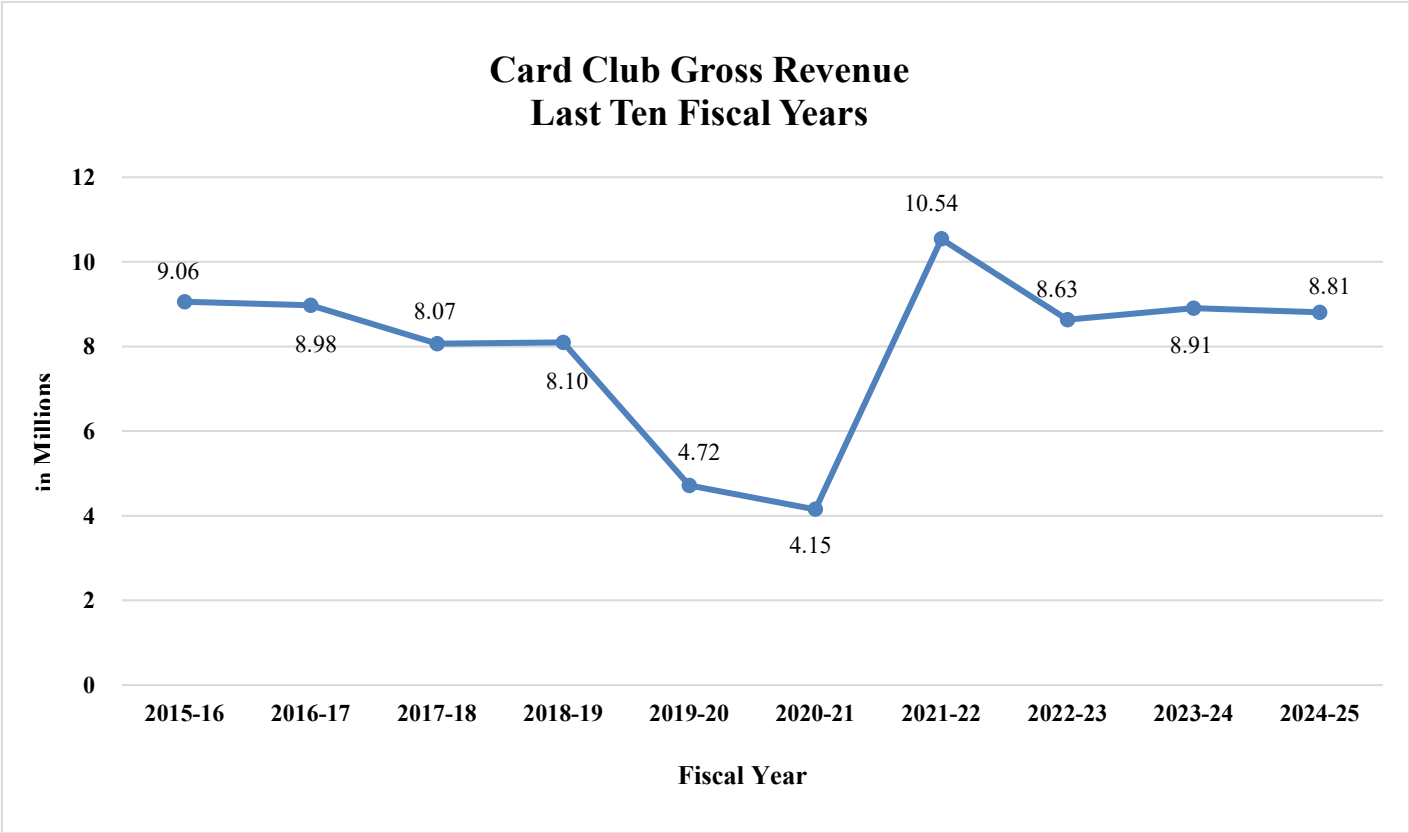


NOTE: Article XIII-A of the Constitution of the State of California adopted by the electorate in June 1978, precludes the City from a local property tax levy. All general-purpose property taxes are levied by the County and allocated to other governmental entities on a predetermined formula.

Sources: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Card Club Gross Revenue Fee
Last Ten Fiscal Years

Fiscal Year	Card Club Revenue [1]	General Fund Gross Revenue	Percent of General Fund Revenue
2015-16	9,057,202	54,092,710	16.74%
2016-17	8,975,991	56,237,621	15.96%
2017-18	8,071,001	55,972,281	14.42%
2018-19	8,101,583	60,267,575	13.44%
2019-20	4,718,691	55,906,560	8.44%
2020-21	4,154,913	79,772,701	5.21%
2021-22	10,544,948	80,865,048	13.04%
2022-23	8,633,145	83,114,369	10.39%
2023-24	8,910,456	86,997,951	10.24%
2024-25	8,808,950	89,665,046	9.82%



[1] Two card clubs: Lucky Lady Casino & Hustler Casino
City receives 12% of the total monthly gross revenue of the card game business.

City of Gardena
Utility Users Tax Received
Last Five Fiscal Years

	Fiscal Year Ended June 30				
	2025	2024	2023	2022	2021
Utility Users Tax Electric	$ 3,480,656	$ 3,311,316	$ 3,072,555	$ 2,584,392	$ 2,331,492
Utility Users Tax Gas	872,589	793,877	1,177,694	837,674	648,472
Utility Users Tax Electric Service Provider	472,206	429,601	324,189	323,978	199,496
Utility Users Tax Gas-Non Core	80,816	112,050	127,587	111,839	88,421
UUT-Mobile/Cellular Telephones	254,066	235,814	240,469	216,708	181,548
UUT-Long Distance Telephone/Non Cellular	355,562	371,199	439,504	417,966	458,602
Utility Users Tax Water	1,272,146	1,097,773	898,171	930,300	947,276
UUT-Prepaid Mobile Telephone	41,926	52,680	37,681	58,537	115,493
TOTAL	$ 6,829,968	$ 6,404,308	$ 6,317,851	$ 5,481,395	$ 4,970,799

Sources: City of Gardena, Administrative Services Department - Finance Division

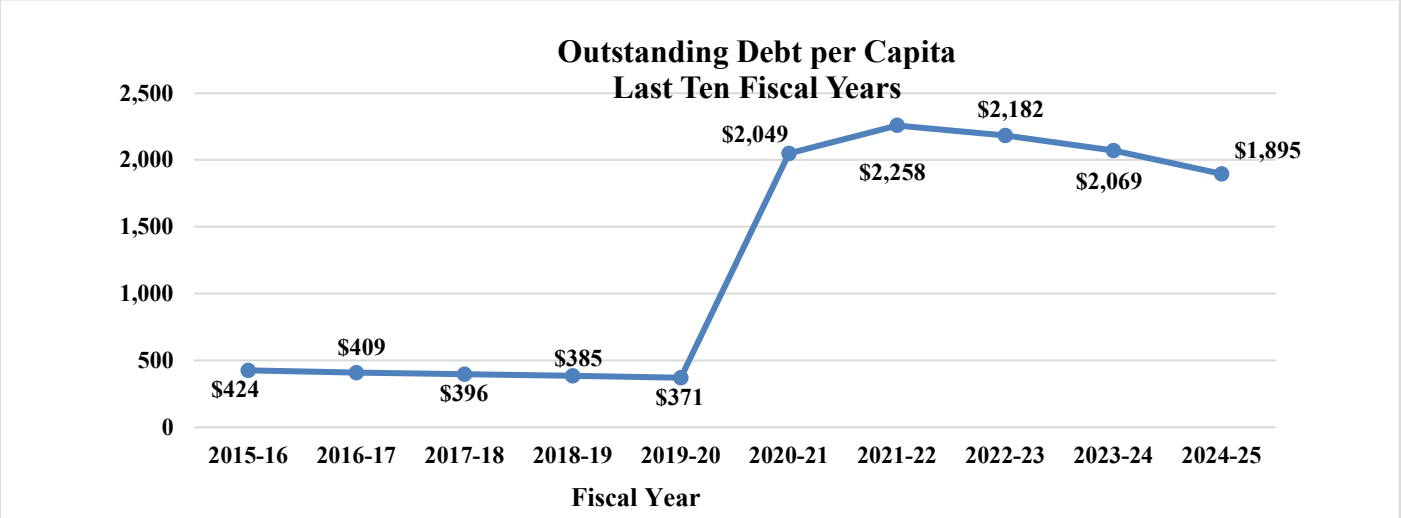
City of Gardena
Taxable Sales by Category
Calendar Years 2020 through 2024
(in thousands)

	2024	2023	2022	2021	2020
Apparel Stores	$ 12,346	$ 13,531	$ 13,226	$ 13,741	$ 9,294
General Merchandise	158,139	161,461	167,198	152,741	127,495
Food Stores	54,453	49,469	48,796	46,264	47,844
Eating and Drinking Places	258,711	247,515	239,633	208,601	169,620
Building Materials	199,026	230,910	269,402	240,132	168,154
Auto Dealers and Supplies	225,322	219,073	163,186	160,972	135,332
Service Stations	101,764	104,240	117,216	92,427	68,200
Other Retail Stores	76,698	82,147	85,951	97,300	89,880
All Other Outlets	481,972	456,515	465,159	404,472	407,807
TOTAL	$ 1,568,431	$ 1,564,861	$ 1,569,767	$ 1,416,650	$ 1,223,626

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, HdL Companies

City of Gardena
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years

		GOVERNMENTAL ACTIVITIES								
Fiscal Year	Population [1]	Certificates of Participation [2]	Revenue Bonds	Pension Obligation Bonds	Leases Payable	Loan Payable	Subscription Liabilities	Direct Purchase Lease	Other	Total
2015-16	60,785	11,770,000	10,764,523	-	-	3,114,763	-	-	124,548	25,773,834
2016-17	60,721	9,170,000	10,688,407	-	-	3,200,986	-	1,635,000	111,443	24,805,836
2017-18	61,246	8,710,000	10,552,291	-	-	3,287,209	-	1,635,000	93,545	24,278,045
2018-19	61,042	8,220,000	10,411,175	-	-	3,373,432	-	1,390,000	80,741	23,475,348
2019-20	60,937	7,700,000	10,260,059	-	-	3,459,655	-	1,120,000	68,045	22,607,759
2020-21	60,344	7,150,000	10,103,943	79,029,723	381,696	3,545,880	-	845,000	53,749	101,109,991
2021-22	59,947	6,565,000	24,826,484	76,692,725	337,409	3,632,103	755,138	565,000	43,361	113,417,220
2022-23	59,809	5,940,000	24,108,714	73,832,926	459,635	3,718,327	1,032,161	285,000	29,065	109,405,828
2023-24	60,028	5,275,000	23,355,944	70,547,863	544,477	3,804,551	617,471	-	14,769	104,160,075
2024-25	60,263	4,570,000	22,573,174	66,802,423	497,070	-	613,661	-	7,000	95,063,328



NOTES:

[1] State of California, Finance Department

[2] The City of Gardena had 6 Certificates of Participations at the end of fiscal year 1996-97. At the end of fiscal year 2005-06, there were only two Certificates of Participation Series 2001A and 2006AB&C. During the fiscal year 2005-06, the City refunded the Certificates of Participation Series 1994 and 1999 A & B by Series 2006 A B & C.

In fiscal year 2006-07, the City refunded Certificates of Participation Series 2001A by the Refunding Revenue COPs series 2007A.

In fiscal year 2014-15, the City refunded Certificates of Participation Series 2006 B by the Taxable Lease Revenue Refunding Bonds 2014.

In fiscal year 2016-17, the City refunded Certificates of Participation Series 2006 C by the 2017 Direct Purchase Lease.

-Refer to Notes in the Financial Statement for details of the City's outstanding debt

[3] Assessed value has been used because the actual value of taxable property is not readily available in the State of California

[4] Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.

Sources: City of Gardena, Administrative Services Department - Finance Division
County of Los Angeles, Auditor-Controller Office/Tax Division
HdL Coren & Cone

City of Gardena
Ratio of Outstanding Debt by Type (Continued)
Last Ten Fiscal Years

Fiscal Year	BUSINESS-TYPE ACTIVITIES				Taxable Assessed Value [3]	Percent of Taxable Assessed Value	Debt per Capita	Average Capita Personal Income [4]	Percent of Debt by Personal Income
	Pension Obligation Bonds	Lease Payable	Subscription Liabilities	Total					
2015-16	-	-	-	-	5,453,097,097	0.47%	424	22,808	1.86%
2016-17	-	-	-	-	5,686,952,300	0.44%	409	23,246	1.76%
2017-18	-	-	-	-	6,005,395,708	0.40%	396	23,584	1.68%
2018-19	-	-	-	-	6,397,613,521	0.37%	385	24,282	1.58%
2019-20	-	-	-	-	6,800,580,594	0.33%	371	25,991	1.43%
2020-21	22,250,277	304,112	-	22,554,389	7,223,980,473	1.71%	2,049	27,372	7.49%
2021-22	21,592,275	158,923	205,064	21,956,262	7,508,508,782	1.80%	2,258	28,211	8.00%
2022-23	20,787,074	13,353	279,567	21,079,994	8,074,173,543	1.62%	2,182	30,493	7.15%
2023-24	19,862,137	17,884	154,290	20,034,311	8,656,755,345	1.43%	2,069	33,812	6.12%
2024-25	18,807,577	13,982	333,531	19,155,090	9,150,825,275	1.25%	1,895	35,510	5.34%

NOTES:

[1] State of California, Finance Department

[2] The City of Gardena had 6 Certificates of Participations at the end of fiscal year 1996-97. At the end of fiscal year 2005-06, there were only two Certificates of Participation Series 2001A and 2006AB&C. During the fiscal year 2005-06, the City refunded the Certificates of Participation Series 1994 and 1999 A & B by Series 2006 A B & C.

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Sources: City of Gardena, Administrative Services Department - Finance Division
County of Los Angeles, Auditor-Controller Office/Tax Division
HdL Coren & Cone

City of Gardena
Pledged-Revenue Coverage
Last Five Fiscal Years

Fiscal Year	Revenue	Operating Expenses	Net Available Revenue	Refunding Certificates of Participation [1] Debt Service Principal	Refunding Certificates of Participation [1] Debt Service Interest	Percent Coverage
2020-21	79,772,701	61,625,048	18,147,653	110,000	77,825	96.62
2021-22	80,865,048	67,821,502	13,043,546	115,000	72,325	69.63
2022-23	84,162,512	75,849,689	8,312,823	120,000	66,575	44.55
2023-24	86,997,951	77,519,565	9,478,386	125,000	60,575	51.08
2024-25	89,665,046	82,232,610	7,432,436	130,000	54,325	40.32

NOTES:

[1] On January 24, 2007, the City issued the Refunding Revenue Bonds, Series 2007A to refund the Certificates of Participation Series 2001A. No principal and interest were paid during the fiscal year 2006-07.

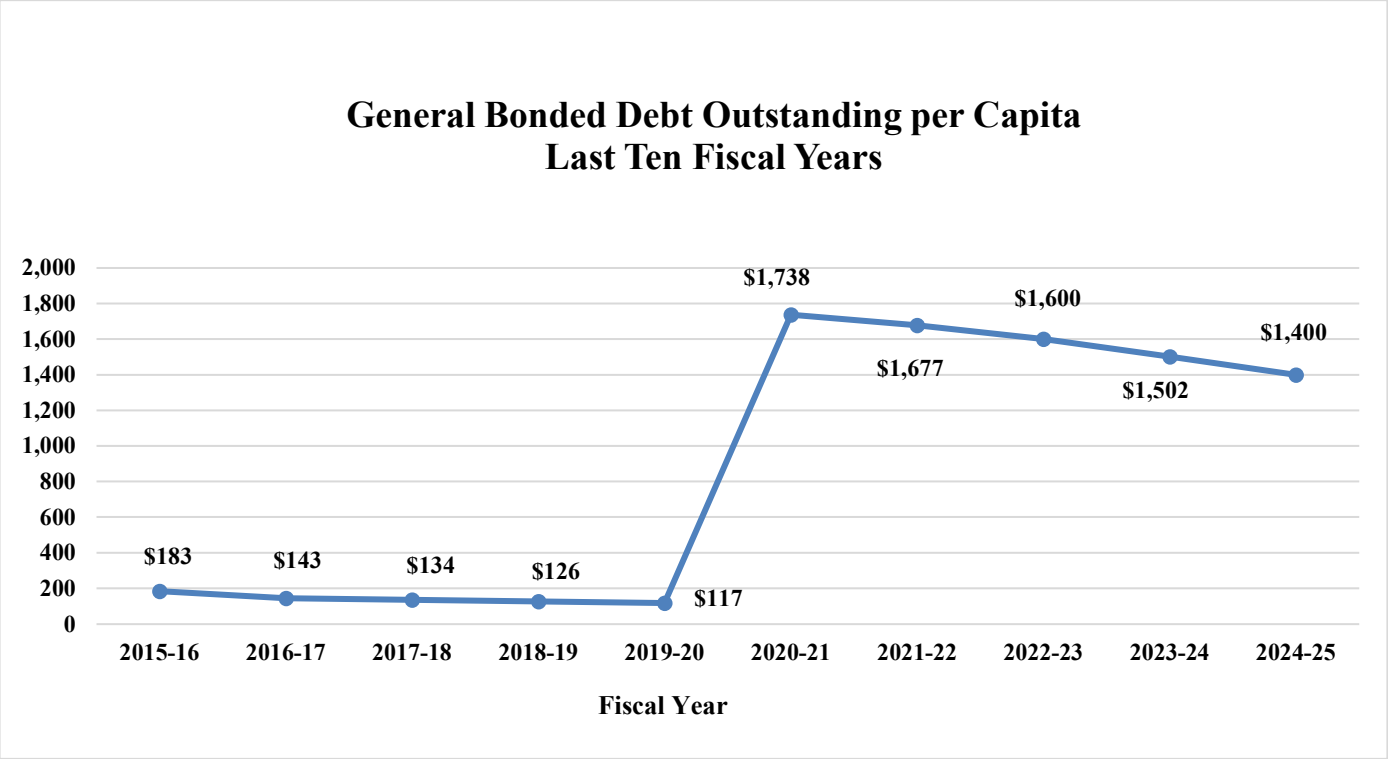
-Details regarding the City's outstanding debt can be found in the notes to the financial statements.

-Shortfall in net available revenue was covered by the general fund balance

Sources: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	Population [1]	OUTSTANDING GENERAL BONDED DEBT					Taxable Assessed Value	Percent of Taxable Assessed Value	Debt per Capita
		Certificates of Participation	Less: Amounts Available in Debt Service Fund [2]	Pension Obligation Bonds	Less: Amounts Available in Debt Service Fund [3]	Total			
2014-15	60,785	11,770,000	640,000	-	-	11,130,000	5,453,097,097	0.20%	183
2015-16	60,721	9,170,000	460,000	-	-	8,710,000	5,686,952,300	0.15%	143
2016-17	61,246	8,710,000	490,000	-	-	8,220,000	6,005,395,708	0.14%	134
2017-18	61,042	8,220,000	520,000	-	-	7,700,000	6,397,613,521	0.12%	126
2018-19	60,937	7,700,000	550,000	-	-	7,150,000	6,800,580,594	0.11%	117
2019-20	60,344	7,150,000	585,000	101,280,000	2,995,000	104,850,000	7,223,980,473	1.45%	1,738
2020-21	59,947	6,565,000	625,000	98,285,000	3,665,001	100,559,999	7,508,508,782	1.34%	1,677
2021-22	59,809	5,940,000	665,000	94,620,000	4,210,000	95,685,000	8,074,173,543	1.19%	1,600
2022-23	60,028	5,275,000	705,000	90,410,000	4,800,000	90,180,000	8,656,755,345	1.04%	1,502
2023-24	60,263	4,570,000	750,000	85,610,000	5,075,001	84,354,999	9,150,825,275	0.92%	1,400



Source: [1] State of California, Finance Department.

[2] This is the amount for the COP debt service principal payments in the current fiscal year.

[3] This is the amount for the POB debt service principal payments in the current fiscal year.

City of Gardena
Direct and Overlapping Bonded Debt
June 30, 2025

2024-25 Assessed Valuation: **$9,150,825,275**

Overlapping Tax and Assessment Debt:	**Total Debt 06/30/2025**	**Percent Applicable To City** [(1)]	**City's Share of Debt 06/30/2025**
Metropolitan Water District	$ 17,155,000	0.225 %	$ 38,599
Los Angeles Community College District	4,919,505,000	0.770 %	37,880,189
Los Angeles Unified School District	11,745,405,000	0.941 %	110,524,261
California Statewide Communities Development Authority 1915 Act Bonds	6,099,000	100.000 %	6,099,000
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT			$ 154,542,049
Less: Los Angeles Unified School District supported general obligation bonds			4,340,177
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT			$ 150,201,872
Direct and Overlapping General Fund Debt			
Los Angeles County General Fund Obligations	$ 3,036,637,390	0.435 %	$ 13,209,373
Los Angeles County Superintendent of Schools Certificates of Participation	2,331,775	0.435 %	10,143
Los Angeles Unified School District Certificates of Participation	225,010,000	0.941 %	2,117,344
City of Gardena General Fund Obligations	28,260,905	100.000 %	28,260,905
City of Gardena Pension Obligation Bonds	66,802,423	100.000 %	66,802,423
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT			$ 110,400,188
TOTAL DIRECT DEBT			$ 95,063,328
TOTAL GROSS OVERLAPPING DEBT			$ 169,878,909
TOTAL NET OVERLAPPING DEBT			$ 165,538,732
GROSS COMBINED TOTAL DEBT			$ 264,942,237 [(2)]
NET COMBINED TOTAL DEBT			$ 260,602,060

(1) The percentage of overlapping debt applicable to the City is estimated using taxable property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the City divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, non-bonded capital lease obligations, and sales tax revenue bonds.

Ratios to 2024-25 Assessed Valuation:

Direct Debt ($95,063,328)….	1.04%
Total Gross Overlapping Tax and Assessment Debt….	1.69%
Total Net Overlapping Tax and Assessment Debt….	1.64%
Gross Combined Total Debt….	2.90%
Net Combined Total Debt….	2.85%

City of Gardena
Legal Debt Margin Information
Last Ten Fiscal Years

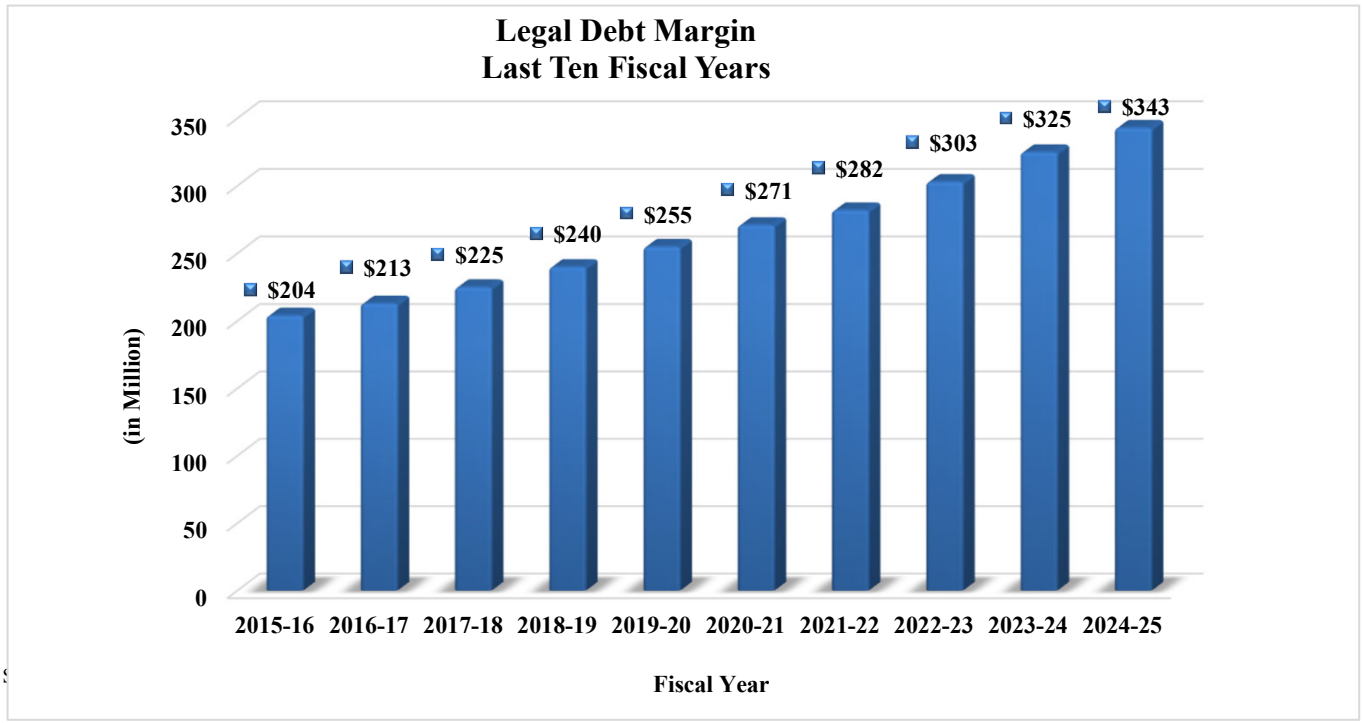
	Fiscal Year				
	2024-25	**2023-24**	**2022-23**	**2021-22**	**2020-21**
Assessed valuation	$9,150,825,275	$8,656,755,345	$8,074,173,543	$7,508,508,782	$7,223,980,473
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	2,287,706,319	2,164,188,836	2,018,543,386	1,877,127,196	1,805,995,118
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	$343,155,948	$324,628,325	$302,781,508	$281,569,079	$270,899,268
Total net debt applicable to limit:					
General obligation bonds	-	-	-	-	-
Legal debt margin	$343,155,948	$324,628,325	$302,781,508	$281,569,079	$270,899,268
Total debt applicable to the limit					
as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%

Section 43605 of the Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% OF MARKET VALUE. Effective with 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The Computations shown above reflect a conversion of assessed valuation data for each fiscal year from current full valuation perspective to the 25% level that was in effect at the time the legal debt margin was enacted by the State of California for local governments located within the State.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Legal Debt Margin Information (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	2019-20	2018-19	2017-18	2016-17	2015-16
Assessed valuation	$6,800,580,594	$6,397,613,521	$6,005,395,708	$5,686,952,300	$5,453,097,097
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	1,700,145,149	1,599,403,380	1,501,348,927	1,421,738,075	1,363,274,274
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	$255,021,772	$239,910,507	$225,202,339	$213,260,711	$204,491,141
Total net debt applicable to limit:					
General obligation bonds	-	-	-	-	-
Legal debt margin	$255,021,772	$239,910,507	$225,202,339	$213,260,711	$204,491,141
Total debt applicable to the limit					
as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%



City of Gardena
Debt Service Payment Schedule

FISCAL YEAR	2006 A REF COPS			2014 TAXABLE LEASE BONDS			2007A REV REF BONDS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2024-2025	705,000	314,056	1,019,056	70,000	433,034	503,034	130,000	54,325	184,325
2025-2026	750,000	267,641	1,017,641	75,000	429,709	504,709	135,000	47,825	182,825
2026-2027	800,000	218,196	1,018,196	75,000	426,148	501,148	145,000	41,075	186,075
2027-2028	850,000	165,561	1,015,561	80,000	422,586	502,586	155,000	33,825	188,825
2028-2029	905,000	109,577	1,014,577	85,000	418,787	503,787	160,000	25,881	185,881
2029-2030	965,000	49,924	1,014,924	815,000	414,750	1,229,750	170,000	17,681	187,681
2030-2031	300,000	9,570	309,570	1,175,000	374,000	1,549,000	175,000	8,969	183,969
2031-2032				1,235,000	315,250	1,550,250			
2032-2033				1,295,000	253,500	1,548,500			
2033-2034				1,355,000	188,750	1,543,750			
2034-2035				1,430,000	121,000	1,551,000			
2035-2036				990,000	49,500	1,039,500			
2036-2037									
2037-2038									
2038-2039									
2039-2040									
2040-2041									
TOTAL	**$ 5,275,000**	**$ 1,134,524**	**$ 6,409,524**	**$ 8,680,000**	**$ 3,847,013**	**$12,527,013**	**$ 1,070,000**	**$ 229,581**	**$ 1,299,581**

City of Gardena
Debt Service Payment Schedule (Continued)

FISCAL YEAR	2020 TAXABLE PENSION OBLIGATION BONDS			2021 LEASE REVENUE BONDS			ANNUAL BOND OBLIGATIONS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2024-2025	4,800,000	2,827,962	7,627,962	490,000	452,750	942,750	6,195,000	4,082,126	10,277,126
2025-2026	5,075,000	2,746,266	7,821,266	510,000	428,250	938,250	6,545,000	3,919,691	10,464,691
2026-2027	5,175,000	2,641,416	7,816,416	540,000	402,750	942,750	6,735,000	3,729,585	10,464,585
2027-2028	5,295,000	2,518,976	7,813,976	565,000	375,750	940,750	6,945,000	3,516,698	10,461,698
2028-2029	5,440,000	2,377,970	7,817,970	595,000	347,500	942,500	7,185,000	3,279,715	10,464,715
2029-2030	5,590,000	2,227,663	7,817,663	620,000	317,750	937,750	8,160,000	3,027,768	11,187,768
2030-2031	5,750,000	2,067,621	7,817,621	655,000	286,750	941,750	8,055,000	2,746,910	10,801,910
2031-2032	5,920,000	1,897,249	7,817,249	685,000	254,000	939,000	7,840,000	2,466,499	10,306,499
2032-2033	6,105,000	1,714,143	7,819,143	715,000	226,600	941,600	8,115,000	2,194,243	10,309,243
2033-2034	6,295,000	1,521,042	7,816,042	740,000	198,000	938,000	8,390,000	1,907,792	10,297,792
2034-2035	6,500,000	1,315,636	7,815,636	765,000	175,800	940,800	8,695,000	1,612,436	10,307,436
2035-2036	6,720,000	1,097,041	7,817,041	790,000	152,850	942,850	8,500,000	1,299,391	9,799,391
2036-2037	6,975,000	838,052	7,813,052	810,000	129,150	939,150	7,785,000	967,202	8,752,202
2037-2038	7,245,000	569,236	7,814,236	835,000	104,850	939,850	8,080,000	674,086	8,754,086
2038-2039	7,525,000	290,014	7,815,014	860,000	79,800	939,800	8,385,000	369,814	8,754,814
2039-2040				885,000	54,000	939,000	885,000	54,000	939,000
2040-2041				915,000	27,450	942,450	915,000	27,450	942,450
TOTAL	**$ 90,410,000**	**$ 26,650,287**	**$117,060,287**	**$11,975,000**	**$ 4,014,000**	**$15,989,000**	**$117,410,000**	**$ 35,875,405**	**$153,285,405**

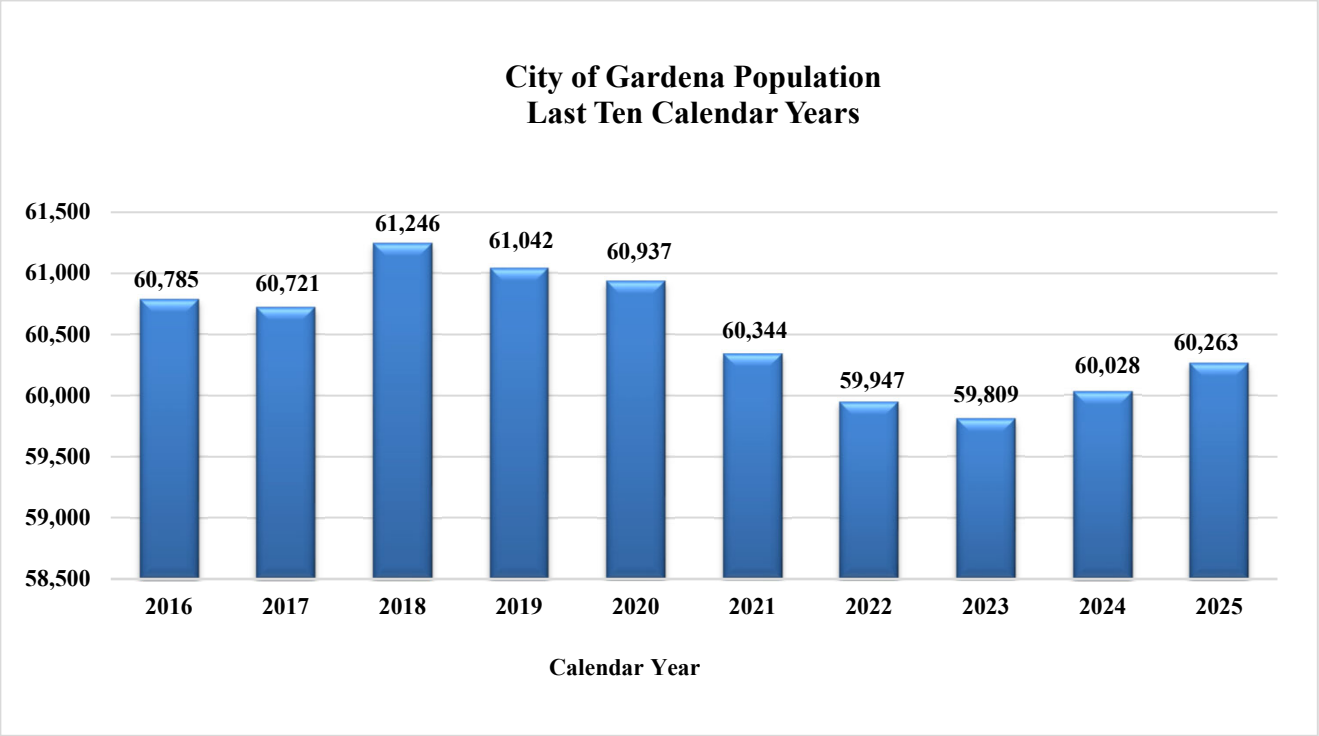
City of Gardena

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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City of Gardena
Demographic and Economic Statistics
Last Ten Calendar Years

Year	City of Gardena Housing Units	City of Gardena Population [1]	Average Annual Percentage Increase	Los Angeles County Population [1]	Average Annual Percentage Increase	Gardena Personal Income (1,000s) [2]	Per Capita Personal Income [2]	LAUSD Enrollment [3]	Gardena Employment [4]	Gardena Unemployment Rate [4]
2016	21,714	60,785	0.61%	10,400,000	2.60%	1,386,384	22,808	664,774	29,000	5.20%
2017	21,815	60,721	-0.11%	10,271,018	-1.24%	1,411,571	23,246	713,871	29,500	4.40%
2018	21,815	61,246	0.86%	10,163,507	-1.05%	1,444,440	23,584	694,096	29,300	4.80%
2019	22,092	61,042	-0.33%	10,105,518	-0.57%	1,482,260	24,282	673,849	29,000	4.70%
2020	22,137	60,937	-0.17%	10,079,000	-0.26%	1,583,855	25,991	464,731	24,900	4.50%
2021	22,371	60,344	-0.97%	10,044,458	-0.34%	1,651,792	27,372	628,468	27,400	9.80%
2022	22,761	59,947	-0.66%	9,861,224	-1.82%	1,691,219	28,211	565,479	27,900	4.80%
2023	22,933	59,809	-0.23%	9,761,210	-1.01%	1,823,814	30,493	563,083	27,900	4.70%
2024	23,006	60,028	0.37%	9,824,091	0.64%	2,029,673	33,812	557,352	28,400	6.10%
2025	23,060	60,263	0.39%	9,876,811	0.54%	2,139,988	35,510	549,487	30,000	6.20%



NOTES:

[1] State of California, Finance Department.

[2] Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.

[3] Student Enrollment is from LAUSD website. LAUSD does not have breakdown per City count.

[4] Employment and Unemployment rates are provided by the EDD's Labor Market Information Division.

City of Gardena
Ten Principal Employers
Current Year and Nine Years Ago

Employer	Business Type	2020*		2016	
		Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
United Parcel Service Inc.	Delivery	789	2.88%		
Gardena Memorial Hospital	Hospital services	750	2.74%		
Nissin Foods Company	Manufacturing	550	2.01%		
Hustler Casino	Casino	465	1.70%		
Air Fayre	Airline caterers	289	1.05%		
Avcorp	Manufacturing parts	289	1.05%		
Larry Flynt's Lucky Lady Casino	Casino	245	0.89%		
Southwest Offset Printing	Book binding and printing	235	0.86%		
Kindred Hospital South Bay	Hospital services	225	0.82%		
Target	Retail	200	0.73%		
Hustler Casino	Casino			777	2.68%
Gardena Memorial Hospital	Hospital services			756	2.61%
United Parcel Service Inc.	Delivery			754	2.60%
Avcorp	Manufacturing parts			562	1.94%
Nissin Foods	Food			562	1.94%
Southwest Offset Printing	Book binding and printing			366	1.26%
Larry Flynt's Lucky Lady Casino	Casino			347	1.20%
Marukai Corporation	Retail			318	1.10%
Target	Retail			200	0.69%
Sam's Club	Retail			185	0.64%
Total top ten employers		4,037		4,827	
Total City Employment[1]		27,400		29,000	

*Used 2020 employment data as 2025 was unavailable

NOTE: Non-Governmental Employers.
Several potential businesses that may qualify for Top 10 ranking. However, current employee counts were unattainable at the time of report preparation. Previous historical data is not available.

[1]Total City employment provided by EDD-Labor Market Information Division.

SOURCE: Economic Development Staff

City of Gardena
Unemployment Rates
Last Five Calendar Years

Employment

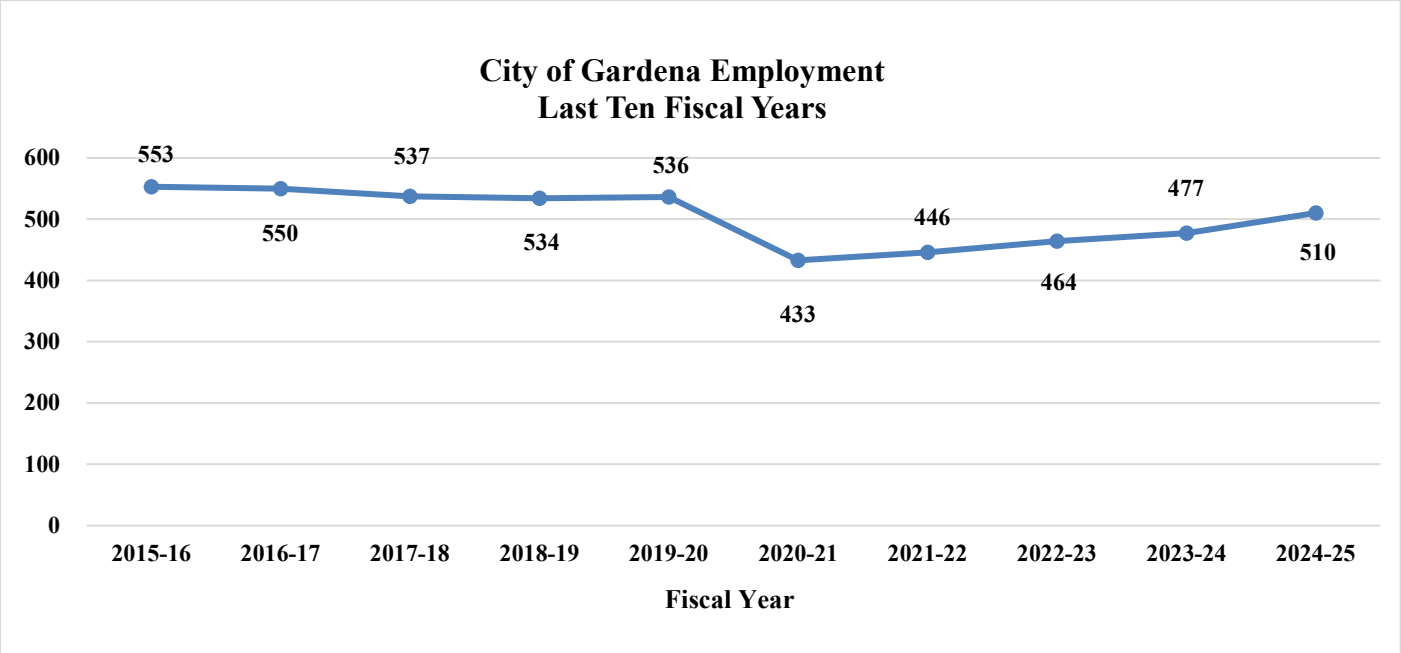
The following table shows unemployment information for the United States (the "Federal"), California (the "State"), Los Angeles County (the "County") and the City of Gardena (the "City") for calendar years 2021 through 2025.

	2025	2024	2023	2022	2021
Federal Unemployment Rate	4.5%	4.0%	3.8%	3.5%	4.8%
State Unemployment Rate	5.8	5.2	4.6	3.9	6.4
County Unemployment Rate	6.3	6.0	5.0	4.8	9.7
City Unemployment Rate	6.2	6.1	4.7	4.8	9.8

Source: State of California Employment Development Department; Los Angeles-Long Beach Metropolitan Statistical Area and United States Bureau of Labor Statistics.

City of Gardena
Full-Time and Part-Time City Employees
by Function
Last Ten Fiscal Years

	Fiscal Year									
Function	**2024-25**	**2023-24**	**2022-23**	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**
General government	157	142	130	120	115	151	181	209	186	181
Public safety	128	122	125	124	126	149	140	142	154	160
Public works	46	46	45	46	44	56	47	31	51	50
Community development	26	26	21	15	12	15	18	15	19	18
Transit - GTrans	153	141	143	141	136	165	148	140	140	144
Total	510	477	464	446	433	536	534	537	550	553



Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Employee Union Representation

Name of Union	Number of Employees Represented as of	Number of Employees Represented as of	Number of Employees Represented as of	Number of Employees Represented as of	Expiration of Contract
Gardena Municipal Employees Association	245	239	239	224	6/30/2025
Gardena Management Employees Organization	18	17	19	19	6/30/2025
Gardena Police Officers Association	82	84	89	84	7/31/2024
Gardena Police Executive Association	6	9	6	6	N/A
	351	349	353	333	

Source: City of Gardena

City of Gardena
Operating Indicators by Function
Last Ten Fiscal Years

	Fiscal Year									
Function	**2024-25**	**2023-24**	**2022-23**	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**
Police:										
Arrests	1,702	1,591	1,921	1,674	1,547	1,761	2,183	2,901	2,642	2,423
Number of parking citations issued	31,780	19,479	17,942	20,293	30,000	27,568	29,868	29,254	23,145	22,665
Public works:										
Street resurfacing (miles)	0.00	4.29	4.17	3.58	2.25	5.68	19.06	0.49	4.52	2.95
Traffic lights and signals	91	91	91	91	91	91	91	91	91	90
Parks and recreation:										
Number of recreation classes	228	151	216	272	0	432	1,374	1,226	1,410	1,466
Number of facility rentals	10,182	9,123	2,717	584	0	53	1,977	1,112	1,222	1,221
Transit:										
Number of customers served [(1)]	2,471,629	2,180,251	1,910,285	1,606,377	1,203,880	2,406,910	2,943,363	3,110,354	3,094,180	3,610,718

NOTE:
[(1)] Fiscal Year 2017-18 data includes Fixed Route and Demand Response customers. Prior Year data includes Fixed Route only.

Source: City of Gardena, Administrative Services Department

City of Gardena
Capital Asset Statistics
by Function
Last Ten Fiscal Years

	Fiscal Year									
Function	**2024-25**	**2023-24**	**2022-23**	**2021-22**	**2020-21**	**2019-20**	**2018-19**	**2017-18**	**2016-17**	**2015-16**
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Public works:										
Streets (miles)										
-Two lanes street	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0
-Four lanes street	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
-Alley	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
-Sidewalks	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5
Street lights										
-Edison maintenance [(1)]	3,250	3,250	3,250	3,250	3,337	3,337	3,392	3,327	3,321	3,350
-City maintenance	194	194	194	194	193	193	194	191	198	385
Traffic signals	69	69	69	69	69	69	69	69	69	70
Traffic signals (shared)	22	22	22	22	22	22	22	22	22	23
Parks and recreation:										
Number of parks	6	6	6	6	6	6	6	6	6	6
Number of parkette	1	1	1	1	1	1	1	1	1	1
Number of municipal pool	1	1	1	1	1	1	1	1	1	1
Number of gymnasiums	2	2	2	2	2	2	2	2	2	2
Community center	1	1	1	1	1	1	1	1	1	1
Transit:										
Stations	1	1	1	1	1	1	1	1	1	1
Bus stops	487	487	492	492	492	492	492	492	595	595

NOTES:

[(1)] Street lights maintained by Southern California Edison Company.

Source: City of Gardena, Administrative Services Department - Finance Division

GRUBER and LOPEZ, INC.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California ("City"), as of and for the year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 4, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

GRUBER AND LOPEZ, INC.

Gruber and Lopez, Inc.

Newport Beach, California
December 4, 2025

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13B.
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: December 9, 2025

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

AGENDA TITLE: Approve Microsoft Cloud Solution Provider Agreement with Dell Marketing L.P. in the Amount of $241,806.63, for the Period January 1, 2026, through December 31, 2026; Microsoft Products and Services Agreement for Software Assurance in the Amount of $191,743.20, for the Period January 1, 2026, through December 31, 2028; and License True-Up Costs for 2025 in the Amount of $88,480.57, for a Total of $522,030.04

COUNCIL ACTION REQUIRED:

- Staff recommendation: Approve Microsoft Cloud Solution Provider Agreement with Dell Marketing L.P. In the amount of $241,806.63, for the period January 1, 2026, through December 31, 2026; Microsoft Products and Services Agreement for Software Assurance in the amount of $191,743.20, for the period January 1, 2026, through December 31, 2028; and license true-up costs for 2025 in the amount of $88,480.57, for a total of $522,030.04

RECOMMENDATION AND STAFF SUMMARY:

The City's current Microsoft Enterprise Agreement is expiring on December 31, 2025. The following requirements and process were used to select the next vendor.

Microsoft software that is not properly licensed is subject to penalties that could be up to two to three times the cost of the contract. Proper licensing assures that the City's software will be upgraded to the most current version with no additional costs. Unlicensed Microsoft products are subject to license revocations, which could result in server failure and total non-functionality of the City's Information Technology infrastructure.

Staff completed a full audit of its licenses and once accurate license counts were determined, the City utilized the master agreement between Midwestern Higher Education Commission (MHEC) and Dell Marketing L.P. (Contract No. MHEC-04152022) to leverage their buying power and obtain the related discount rates. This agreement combines flexibility with cost savings, allowing each participating agency to create individual enrollments tailored to their specific needs while benefitting from discounted, volume-based pricing. The agreement was effective from April 15, 2022 through June 30, 2025, but was extended to June 30, 2029, via Amendment #1 which was executed on March 28, 2025. Per the City's municipal code, Section 2.60.140, "Where purchases are to be made in concert with other governmental agencies, formal bid requirements as set forth in this chapter shall be waived and the purchasing officer shall be authorized to procure materials, supplies and services in cooperation with other governmental or public entities."

Dell Marketing, L.P., is the City's current Microsoft Enterprise Agreement Licensing Solution Provider. Their MHEC Technology Solutions agreement, which is not only available to higher education institutions, but to government entities in member states, offers Dell's full catalog of products and services.

The three (3) common licenses listed are Microsoft 365 G3, Microsoft 365 F3, and Microsoft 365 G5. Microsoft 365 G3 is for most office workers who use desktop Office applications, e-mail, Teams, OneDrive, and Sharepoint, has increased from $361 last year to $376 this year per license, which is an increase of $15, or four percent (4%). Microsoft 365 F3 is for frontline workers who are e-mail only users with basic web-only access to Word and Excel with limited functionality, has increased from $36 last year to $85 this year per license, which is an increase of $49, or one hundred thirty-six percent (136%). Microsoft 365 G5 is for executive staff or high-profile public facing roles who require advanced e-mail protections and Teams call-in bridge, has decreased from $599 last year to $594 this year, which is a decrease of $5. These user licenses are covered under the Microsoft Cloud Solution Provider agreement and our servers covered under the Microsoft Products and Services Agreement for Software Assurance. Software Assurance for servers needs to be renewed for a three-year (3) term per Microsoft licensing requirements for the City's plan. Overall, there has been an increase of $79,625, or thirty-five percent (35%), for user and server licenses from $226,096, in 2025, to $305,721, for 2026.

Staff recommends that the City Council approve Microsoft Cloud Solution Provider agreement with Dell Marketing L.P., in the amount of $241,806.63, for the period January 1, 2026, through December 31, 2026; Microsoft Products and Services Agreement for Software Assurance in the amount of $191,743.20, for the period January 1, 2026, through December 31, 2028; and license true-up costs for 2025 in the amount of $88,480.57, for a total of $522,030.04

FISCAL IMPACT/COST:

FUNDING SOURCE	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTAL
Technology Fund	$241,341	$184,818	$63,914	$31,957	$522,030

APPROVED:



_____

Clint Osorio, City Manager

Attachments

Dell M365 CSP Quote, MPSA SA Quote, and True-up.pdf

MHEC Master Agreement with Amendments - Amendment #1 Extension.pdf

City of Gardena
Cost Summary by Fiscal Year
Dell M365 CSP Quote, MPSA SA Quote, and License True-Up

	FY 2025-26	FY 2026-27			Quote Total
Dell M365 CSP Quote (January 2026 through December 2026) *split between 2 fiscal years	120,903.31	120,903.32			**241,806.63**

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Quote Total
Dell Microsoft MPSA SA Quote (January 2026 through December 2028) *split between 4 fiscal years	31,957.20	63,914.40	63,914.40	31,957.20	**191,743.20**

	FY 2025-26				Total
Dell License True-Up (Server)	53,486.77				**53,486.77**

	FY 2025-26				Total
Dell License True-Up (User)	34,993.80				**34,993.80**

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
Total by Fiscal Year	**241,341.08**	**184,817.72**	**63,914.40**	**31,957.20**	**522,030.40**

Customer: City of Gardena
Dell Customer Number: 5375411
Dell MHEC Contract Number: MHEC-04152022
Dell Contract Code: C000000979569

The Dell difference: Setup and installation Administration and support

Dell M365 CSP

Dell Microsoft 365 Cloud Solution Provider (CSP) Overview:

		Annual Bill / Annual Commitment		
CSP PLAN - per user subscription, BASIC SUPPORT	**QTY**	**Part Number**	**Price per User Annual**	**Extended Annual**
Microsoft 365 G3 (Governmental Community Cloud Pricing)	479	AD086668	$375.65	$ **179,934.03**
Microsoft 365 GCC G5 (Governmental Community Cloud Pricing)	35	AD086669	$593.51	$ **20,772.69**
Teams AC with Dial Out US/CA GCC Sub Add-on	503	Free	$0.00	$ -
Visio Plan 2 (Governmental Community Cloud Pricing)	8	AD086725	$157.78	$ **1,262.28**
Microsoft 365 Copilot GCC	35	AD287419	$352.30	$ **12,330.54**
Microsoft 365 F3 GCC (Governmental Community Cloud Pricing)	323	AD034513	$85.16	$ **27,507.10**

Annual Payment	$ **241,806.63**

Dell Customer Confidential

Quotation

Gerard Ear
Gerard.Ear@dell.com
512-720-3258

Customer: City of Gardena
Dell Customer #: 5375411
Microsoft MPSA Agreement (EA) #: TBD
Dell MHEC Contract Number: MHEC-04152022
Dell Contract Code: C000000979569

Date of Issue: 12/04/2025
Quote Expires: 12/31/2025

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Microsoft MPSA SA Renewal Quote

Product Description - MPSA Academic licensing for Library PCs	Mfg#	Quantity	Unit Price	Ext. Price
Core Infrastructure Server Datacenter per Core 2 Licenses Software SA	AAA-30472	120	$192.24	$23,068.80
Exchange Server Enterprise Per Server Software SA	AAA-03743	1	$842.04	$842.04
SQL Server Standard Per Server Software SA	AAA-03703	3	$169.68	$509.04
SQL Server Per User Client Access SA	AAA-03344	145	$39.48	$5,724.60
Windows Server Datacenter per Core 2 Licenses Software SA	AAA-30385	232	$145.56	$33,769.92

Notes: Budgetary MPSA 3 Year SA Renewal Quote for expiring software assurance from previous Microsoft EA # 4788840 expiring 12/31/2025; 3 Year SA Renewal Term 1/1/2026 - 12/31/2028 and Microsoft Year 3 EA 4788840 True up and approvals required before proceeding; Quote includes 3 annual installment billing and requires new MPSA enrollment and PO assuming Dec 2025 purchase

Year 1 of 3 Annual Payment	**$63,914.40**
Year 2 of 3 Annual Payment	**$63,914.40**
Year 3 of 3 Annual Payment	**$63,914.40**
Total of 3 Years of Payments	**$191,743.20**

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software Inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Year 2 True-Up

Microsoft Enterprise 6				
City of Gardena				
Date Updated	**Enrollment #**	**Start Date**	**End Date**	**Due Date**
12/4/2025	4788840	1/1/2023	12/31/2025	12/31/2025

Part Number	Description	Country of Use	Originating Qty	Pending Reservations	Total Qty	Currently Running Qty	Qty to True-Up	Price Each	Extended Total
Enterprise Products and Online Services									
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	United States	369	110	479		0	$60.16	$0.00
AAL-45735	M365 G5 GCC Sub Per User	United States	29	6	35		0	$99.76	$0.00
Additional Online Services									
3KS-00001	O365 F3 GCC Sub Per User	United States	458	188	646		0	$5.96	$0.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	United States	503	0	503		0	$0.00	$0.00
P3U-00001	Visio P2 GCC Sub Per User	United States	8	0	8		0	$22.34	$0.00
Additional On-Premises Products									
9GS-00495	CIS Suite Datacenter Core ALng LSA 2L	United States	120	0	120		0	$735.90	$0.00
395-02412	Exchange Server Ent ALng LSA	United States	1	0	1		0	$3,224.34	$0.00
359-00960	SQL CAL ALng LSA User CAL	United States	145	0	145		0	$151.21	$0.00
228-04437	SQL Server Standard ALng LSA	United States	3	0	3		0	$649.75	$0.00
9EA-00039	Win Server DC Core ALng LSA 2L	United States	136	0	136		96	$557.15	$53,486.77
Other Licenses / Services									
							Year 2 True-Up Total		**$53,486.77**

True-Up pricing for perpetual licenses is a one time charge for the full license cost plus a prorated amount for Software Assurance coverage through the end of the agreement.

*Most Online Services can be reduced at the agreement anniversary date. Per the Microsoft Enterprise Agreement language, all reductions must be submitted **no later** than 30 days before the annual agreement anniversary date.*

Online Service Reservations

Microsoft Enterprise 6				
City of Gardena				
Date Updated	**Enrollment #**	**Start Date**	**End Date**	**Due Date**
12/4/2025	4788840	1/1/2023	12/31/2025	12/31/2025

Part Number	Description	Usage Country	Reservation #	Usage Date	Qty Reserved	# Months	Price Per Month	Extended Total
Online Service Reservations								
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	United States	2569202580988	3/10/2025	110	9	$30.08	$29,779.20
AAL-45735	M365 G5 GCC Sub Per User	United States	2569202580988	3/10/2025	6	9	$49.88	$2,693.52
3KS-00001	O365 F3 GCC Sub Per User	United States	2569202580988	3/10/2025	74	9	$2.98	$1,984.68
3KS-00001	O365 F3 GCC Sub Per User	United States	2562549134048	3/3/2025	20	9	$2.98	$536.40
							Year 2 Reservation Total	**$34,993.80**

Online Service Reservations are self-provisioned subscriptions added via the Microsoft VLSC portal throughout the agreement year.

Microsoft charges for the number of full months between the start date of the subscription thru the agreement end date.

MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKETING L.P.
EFFECTIVE APRIL 15, 2022, through JUNE 30, 2025

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and Dell Marketing L.P., (hereinafter Dell or Supplier) One Dell Way, Round Rock TX, 78682. For purposes of this Master Agreement MHEC and Dell are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Dell offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021, dated October 28, 2021, and upon completion of the competitive process Dell received an award; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Dell agree as follows:

1. DEFINITIONS

Resellers: refers to marketing agents, agents or order fulfillers authorized by Dell to provide Products and Services under this Master Agreement. Dell will list Resellers on an internet site accessible to MHEC, its Member States and Eligible

Organizations. Dell will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, Dell may require that firm to undergo re-approval.

Dell branded Products: refers to any information technology Products that are made available under this agreement and are marked with the "Dell" brand, including all standard configurations thereof, but does not include any of the following items: (i) accessories or parts added to the Dell branded hardware products (ii) accessories or parts that are not installed in the Dell factory; or (iv) Third Party Software and Peripheral products.

Documentation: refers to the any documentation made available by Dell to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Dell delivers to Procuring Eligible Organization under a Statement of Work.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings consisting as defined in section Products and acquire Services as defined in section Services from Dell. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions;
2. All K-12 schools and school districts;
3. All city, county, and other local governments; and
4. All state governments and their departments.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

Equipment: refers to Dell's full catalog of a) end user computing and peripherals, b) device lifecycle management, and c) associated services made available for sale by Dell to Eligible Organizations under this Master Agreement.

Large Order Negotiated Pricing: refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Promotional Prices: refers to special prices that may be offered nationally or regionally under this Master Agreement to a specific category of customers intended to include similarly situated public entity and institutional Eligible Organizations for defined time periods and in similar quantities under defined terms and conditions.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of information technology Equipment, Software and Documentation Dell makes available under this Master Agreement.

Retail Price List: refers to the Dell's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master

Agreement. The Retail Price List contains an item number, item description and the retail price for each Product. Retail Price List is set forth online at http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf and may be modified at any time.

Services: refers to the Services offered by Dell under this Master Agreement for a) End User Computing and Peripherals, b) Device Lifecycle Management, and c) Associated Services including but not limited to: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and IT as a Service (services accessible over the internet). Dell may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but are not limited to the following:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT-as-a-Service and Cloud related Services: (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) , refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet whereby the end user pays fees based upon consumption or subscription including but not limited to:
    A. Software-as-a-Service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service
    B. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
    C. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.
    D. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.
    E. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.
    F. PC as a Service (PCaaS) – refers to PC technology, software, and PC lifecycle services
5. Managed Services refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems.

Some Services may require additional contract terms and conditions. Eligible Organizations acquiring on-site Support, on-site Training, Professional, or IT-as-a-Service and Cloud related Services (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) shall negotiate and enter into separate written agreement with the Supplier, including, as applicable, service level agreements (including any such master agreements for Supplier's various APEX Custom, Flex on Demand Service, and APEX Branded Services offerings; see Exhibits C and D, respectively), statements of work, and other terms and conditions specific to their Purchase Orders under the contract.

Software: refers to Dell's full offerings of a) end user computing and peripherals related software, b) device lifecycle management related software, and c) associated services related software made available under this Master Agreement. Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include Software accessed by Eligible Organization through the Internet or other remote means (such as websites,

portals, “hosted” and “cloud-based” solutions). Dell may incorporate changes to their Software offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell as Application Software.

Supplier: refers to Dell or a Reseller.

Third-Party Products: refers to any Equipment (“Third-Party Equipment”) or Software (“Third-Party Software”) other than parts that are Dell branded or originally listed as components of Dell branded Products. Third Party Software is not considered components of Dell branded Products.

Third-Party Services: refers to any Services performed by someone other than Dell or its subcontractors.

2. DUE DILIGENCE

Notwithstanding MHEC’s role in entering into this Master Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

A. Eligible Organization is solely responsible for its own due diligence regarding any Master Agreement;
B. MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of any Master Agreement for the Eligible Organization specifically;
C. MHEC has not made any legally binding representations regarding Suppliers Products, or Services and that MHEC does not guarantee or warrant the Products or Services of Supplier; and
D. MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Master Agreement.

3. QUANTITY GUARANTEE

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

4. MASTER AGREEMENT TERM

This Master Agreement shall be effective on April 15, 2022 and shall remain in effect until June 30, 2025 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Master Agreement. The Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Participants may procure Products and Services from Supplier under the terms of this Master Agreement at any time during the duration of the Agreement or any renewal thereof.

5. ORDER OF PRECEDENT

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization’s state and/or institutional laws or regulations, the Eligible Organization and Dell may enter into an addendum to amend the terms and conditions of this Master Agreement to conform to the Eligible Organization’s state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Dell may enter into an addendum to supplement or modify

this Master Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Dell.
In the event of any conflict among these documents, the following order of precedence shall apply:

A. Mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA");
B. License terms applicable to the software license or software service purchased hereunder;
C. Executed addendum, not to include Purchase Orders, between Eligible Organization and Dell;
D. The terms and conditions of this Master Agreement or any MHEC-Dell addenda to this Master Agreement and its Exhibits; and
E. The list of Products and Services contained in the Order.

6. SCOPE OF WORK

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products, or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Dell's Retail Price List at the prices stated herein. For Large Order Negotiated Pricing, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement discounts that result in prices below those listed in the Product and Services Price List. Dell is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. Notwithstanding anything to the contrary contained in this Master Agreement or Order under the Master Agreement, MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

7. PURCHASING UNDER MASTER AGREEMENT

A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.
B. **Services**: Procuring Eligible Organization shall purchase from Supplier the Services listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s); (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
C. Each Order that is accepted by Supplier will become a part of this Master Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Master Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
D. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time Supplier has begun manufacturing the Products or preforming the Services.
E. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Supplier will

provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Supplier and agreed to by Procuring Eligible Organization.

F. **Product- and Service-Specific Terms:** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

G. **Installation:** When Equipment purchased under this Master Agreement requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation unless installation is included in the price. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, Dell will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization's site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization's personnel identified on the purchase order.

8. PAYMENT PROVISIONS

A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Dell's published specifications. No payment shall be made for any Products or Services until the Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Eligible Organization and Dell, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise, the Products or Services shall be deemed accepted.

B. **Return Policy.** Subject to Section 8A. of this Master Agreement, all Products and Third-Party Products will be deemed to be accepted upon delivery. Procuring Eligible Organization may only return Products to Dell that are permitted to be returned are set forth in Exhibit B and at https://www.dell.com/en-us/work/shop/us-return-policy/cp/us-return-policy.

C. **Payment of Invoice**. Payments shall be delivered to Supplier at the address shown on the invoice. Payments shall be made within thirty (30) days from the date of invoice. In the event that Supplier is required to pursue the collection of past due amounts not subject to a good faith dispute between Supplier and the Procuring Eligible Organization, Supplier will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.

D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.

E. **Partial Shipment**. In the event an Order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.

F. **Payment of Taxes**. The Prices List under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection

with the sale of Products and Services except for taxes imposed upon Supplier's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

9. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Supplier in performance of this Master Agreement may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Supplier shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount then provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

10. SHIPPING

Supplier will ship products F.O.B. destination. Title to products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organizations destination point. Risk of loss or damage to Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Supplier shall bear the risk of loss with respect to returned products except for loss or damage directly attributable to the negligence of the Procuring Eligible Organization. Standard 3–5-day ground shipping will be included in the price of the equipment. All Products must be shipped fully configured with the required components unless otherwise specified.

11. PRODUCT DELIVERY

A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective Product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.

B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from this Master Agreement and/or cancel Master Agreement. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

C. Suppliers may choose to deliver Products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

12. PRICE GUARANTEES

With the exclusion of any APEX Custom, Flex on Demand Service, and APEX Branded Services offerings, all Procuring Eligible Organizations shall pay the lowest prices for Products and Services contained in the Suppliers Retail Price List and the corresponding Discount Category Pricing which shall be attached to the Master Agreement as Exhibit A. All Products and Services discounts as set forth in the Discount Category Pricing shall not decrease throughout the term of this Master Agreement. When Eligible Organizations purchase under this Master Agreement, Supplier shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Master Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Supplier if such promotions are available. Notwithstanding the above, any price guarantees set forth in this Section 12, shall not apply to any APEX Custom, Flex on Demand Service, and APEX Branded Services offerings unless otherwise agreed to in a separate written agreement by the Supplier and Eligible Organization.

13. PRODUCT PRICING

Dell agrees to maintain Product Pricing in accordance with the following provisions:

A. Retail Price List for all Equipment, Software and Documentation will be set forth at http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf. Changes to retail prices generally take effect immediately, and Dell reserves the right to change retail prices at any time.

B. **Discount Category Pricing.** The prices for Products are the Retail Price List less applicable discount as specified in Exhibit A. Except as set forth in Section 12 "Price Guarantees" or Section 48 "Administrative Reporting and Fees," the discount percentages set forth in Exhibit A shall remain firm during the term of this Master Agreement. Dell shall add new Product(s) to Retail Price List as new Product(s) become available for sale. The pricing for all new Products shall be at the price discount levels provided herein, or as agreed to by the Parties.

C. Dell may revise or discontinue Product offerings at any time without prior notice to MHEC. A change in a Product may occur between the time that Procuring Eligible Organization orders a Product and the time that Dell ships the Product. As a result, Products shipped may display minor differences from the Products Procuring Eligible Organization ordered, but they will meet or exceed all material specifications of the Products Procuring Eligible Organization ordered.

D. Products purchased shall be new, current models manufactured with 100% new OEM parts. All Products should be offered in current production as of the date of the award. For purpose of this Master Agreement, "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Dell will delete obsolete and discontinued Products from the Retail Price List on a timely basis.

E. Prices will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals.

14. SERVICE PRICING

Dell agrees to maintain the Service Pricing in accordance with the following provisions:

A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the pricing will be as described in the Products Section for Category Discount Pricing, and the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 12, "Price Guarantees" or Section 48 "Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.

B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Dell and Procuring Eligible Organization and as set forth in a Dell quote or an applicable SOW or negotiated agreement.

C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.

D. Dell may offer a direct or indirect leasing and financing programs through Dell Financial Services L.L.C. ("DFS") and/or Pharos Financial Services ("Pharos") as a separate lease or financing offering under either a separate (i) Payment Agreement ("PA"); or (ii) Master Lease Agreement ("MLA") executed with DFS or Pharos . Any Products that are leased or financed through DFS or Pharos are subject to the terms and conditions of the PA or MLA only, copies of which are attached hereto as Exhibit E. Eligible Organizations shall negotiate the terms and conditions of such contracts with DFS or Pharos directly, including, but not limited to, the PA or MLA, any lease schedule ("Schedule"), and any other lease or finance documentation as applicable. DFS and Pharos offer state and local governments a variety of leasing and financing options under its PA and MLA. The Parties recognize that the PA, MLA, and any corresponding Schedule(s) entered into by the Parties thereunder are separate and independent agreements between the Eligible Organization and DFS or Pharos as applicable, with the terms thereof constituting the entire agreement for such leasing or financing. To the extent of any conflict or inconsistency between the terms of the PA or MLA and the terms of this Agreement, the terms and conditions of the PA or MLA will prevail for any such lease or finance purchases only. For the purposes of this Agreement,

it is noted that DFS and Pharos are separate and distinct entities. The PA, MLA, Schedules, and other leasing and financing documentation as applicable are attached as Exhibit E.

E. Dell may offer a direct or indirect flexible consumption-based models as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA") with Dell. Any flexible payment solutions will be subject to the terms and conditions of the MFCA only, a copy of which is attached hereto as Exhibit F. Eligible Organizations shall negotiate the terms and conditions of such flexible payment-solution with Dell Financial Services L.L.C. ("DFS") directly, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. Dell offers state and local governments a variety of consumption-based payment solutions under the MFCA that are designed to help optimize IT spend and solve business challenges. The Parties recognize that the MFCA and any Schedule entered into by the Parties thereunder are separate and independent agreements between the Eligible Organization and Dell, with the terms thereof constituting the entire agreement for such flexible consumption. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Agreement, the terms, and conditions of the MFCA will prevail for consumption-based offerings only. The MFCA, sample Schedules, and any other documentation that may be applicable are attached as Exhibit F.

F. Any purchase by Procuring Eligible Organizations of IT-as-a-Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, are set forth in Exhibit C - APEX Agreement.

15. LICENSE AND PROPRIEERY RIGHTS

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. For Dell branded System Software, Procuring Eligible Organization's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Notwithstanding anything to the contrary in the EULA, as between Eligible Organization and Supplier, this EULA shall be governed and construed in accordance with the laws of the state where the Eligible Organization resides. Dell will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

16. PROPRIETARY RIGHTS

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

17. WARRANTIES

Unless otherwise expressly provided, Products or Services provided by the Supplier shall be warranted for a minimum period provided in the next preceding paragraphs.

A. **Equipment Warranty.** Supplier warrants that Equipment, under normal usage and with regular recommended service, will be free from material defects in material and workmanship, and that Equipment will perform substantially in accordance with the corresponding standard documentation issued by Supplier for the applicable Equipment. Unless

provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sectorwarranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment. Supplier's entire liability for a breach of this warranty shall be for Supplier, at its option and cost, to repair or to replace the affected Equipment, and, if Supplier is unable to effect such within a reasonable time, then Supplier will refund the amount Procuring Eligible Organization paid for the affected Equipment as depreciated on a straight-line basis over a 5-year period, upon return of such Equipment to Supplier.

B. **Software Warranty.** The following terms apply to the specific Software ("Warranted Software") listed in the table located at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manualwarranty-informations/h4276-emc-prod-warranty-maint-table.pdf (the "Software Warranty Table"). Supplier warrants that Warranted Software will substantially conform in all material respects to its then current documentation during the applicable warranty period specified in the Software Warranty Table (the "Software Warranty Period"). Any breach of this warranty must be reported to Supplier during the Software Warranty Period. Procuring Eligible Organization's sole and exclusive remedy and Supplier's entire liability for a breach of this warranty is for Supplier, at its sole discretion, to either use commercially reasonable efforts to remedy the non-conformance or to terminate the license for the affected Software and provide a pro-rata refund of the license fees received by Supplier for such Software.

C. **Services Warranty.** Supplier will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Procuring Eligible Organization must notify Supplier of any failure to so perform within 10 days after the date on which such failure first occurs. In such case, Supplier will use reasonable efforts to correct such failure within a reasonable period of time. If, after reasonable efforts, Supplier is not able to correct such deficiencies for reasons for which Supplier is responsible, then Procuring Eligible Organization may terminate the affected Services for cause by providing written notice to Supplier.

D. **Limitations.** The warranties set forth in this Section 17 do not cover problems that arise from: (i) accident or neglect by Procuring Eligible Organization or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions and the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Supplier personnel or (vi) causes attributable to normal wear and tear. Supplier has no obligation for: (1) Software installed or used beyond the licensed use, or (2) Product whose original identification marks have been altered or removed. Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead to death, bodily injury, or physical or property damage (collectively, "High-Risk Activities"). Supplier expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

E. **Warranty Disclaimer.** Other than the warranties set forth in this Section 17 and the Schedules, and to the maximum extent permitted by applicable law, Supplier and Supplier Affiliates: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance or usage of trade.

F. **Third-Party Products and Services Warranties.** Dell does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third-Party Products and Services.

G. **Transfer of Title.** Dell warrants that Procuring Eligible Organization shall acquire good and clear title to Dell-branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non-Dell branded Products, Dell warrants that it has the right to provide such Products to the Procuring Eligible Organization.

18. TERMINATION

A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for

convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell of any warranty or other service obligations incurred under the terms of this Master Agreement.

B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty {30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun, and proceeded in good faith to correct the breach, the nonbreaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.
E. Procuring Eligible Organization or Dell may terminate an Order under this Master Agreement for cause based upon material breach of the Order or Master Agreement by the other, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach, or in the case of a breach that cannot be corrected in 30 days, begun, and proceeded in good faith to correct the breach, the non-breaching party may terminate the Order effective immediately. The non-breaching party shall retain any and all remedies available to it under the law. A breach and any resulting termination of an Order under this Section 18 E shall have no effect on any other Order made by any other Eligible Organization.

19. NON-APPROPREATIONS

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Dell and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Dell a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Dell will be paid by the Procuring Eligible Organization.

20. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

Supplier will indemnify, defend, and hold MHEC and Eligible Organization harmless from any third-party claim that any Supplier-branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. Supplier will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than

those provided by Supplier to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Supplier will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve Supplier from its obligations to defend and indemnify MHEC and Eligible Organizations.

21. INDEMNIFAICATION

Supplier will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Supplier, Supplier's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Supplier written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Supplier will coordinate with state's attorney general as required by state law. Supplier will control the defense of any such claim or action at Supplier's own expense. MHEC and/or Eligible Organization agree that Supplier may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Supplier with all reasonable assistance that Supplier may require

22. LIMITATION OF LIABILITY

Supplier shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of $500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by Supplier's negligence or willful misconduct. NEITHER SUPPLIER, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. SUPPLIER IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SUPPLIER PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

23. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Supplier may be requested to provide user background checks, depending on the information systems Supplier accesses or types of data Eligible Organization provides. Supplier then must submit the required background check information to Eligible Organization in a timely manner. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

24. INSURANCE

Supplier will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) $1,000,000 per occurrence for bodily injury and property damage and shall provide proof of insurance to Eligible Organizations if requested. Eligible Organizations may require additional coverage consistent with applicable law, regulation, or policy. Supplier shall give MHEC and the procuring Eligible Organization a minimum of ten (10) days' notice prior to cancellation of policies.

25. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

A. While Dell is providing Services hereunder, Eligible Organization or Dell may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 25 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Dell agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser
B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Disclosure (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Dell of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate nondisclosure agreement between Dell and the third party.

D. If a separate, written nondisclosure agreement exists between Eligible Organization and Dell, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.
E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Dell agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

26. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, it is the responsibility of the Supplier and the Eligible Organization to comply with all Federal Acquisition Regulations (FAR) applicable laws and regulations applicable to Supplier's performance under this Master Agreement by completing any applicable certifications and disclosures. When Federal Contract or Grant funds are used by Procuring Eligible Organization purchases under this Agreement, which exceed $25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

27. COMPLIANCE WITH APPLICABLE LAWS

(a) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference. (b) Supplier warrants and agrees to abide by all applicable federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Supplier agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Supplier is found to be not in compliance with applicable Federal or state requirements during the life of the Master Agreement, Supplier agrees to take appropriate steps to correct these deficiencies. (c) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances.

Dell shall comply with all applicable laws and governmental regulations, which by their terms, apply to Dell performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Agreement.

28. NON-DISCRIMINATION

Supplier agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Supplier and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Supplier shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United Sates Government in such circumstances are incorporated herein by reference.

29. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Supplier is providing, and only to the extent directly applicable to Supplier and its Services, Supplier agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws to the extent applicable to any product or service provided to Eligible Organizations. To the extent an Eligible

Organization discloses any information to Supplier subject to the aforementioned privacy laws, Eligible Organization agrees to advise Supplier of the disclosure of such information; and Eligible Organization represents and warrants to Supplier that it has obtained any required consents to disclose such information. In addition, to the extent that Supplier becomes a Business Associate as defined in HIPAA, both Supplier and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, Supplier is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Master Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide Supplier with access to those particular education records in which Supplier has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Master Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Master Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances, contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safeguards to protect the security, confidentially and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Master Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

30. ACCESSIBILITY

Supplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by Supplier shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at http://www.w3.org/WAI/intro/wcag.php).

31. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Supplier will use Eligible Organization's data only for the purpose of fulfilling its duties under the Master Agreement or an Order under the Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

32. ARBITRATION

MHEC shall reject arbitration clauses in any Master Agreement or license. That does not mean MHEC is unwilling to resolve disputes amicably. However, as an instrumentally of state government, if MHEC or Eligible Organization waives a right, such as the right to trail, it is waiving the public's right.

33. DEBARMENT AND SUSPENSION

Supplier represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. If the Supplier cannot certify this statement, such Supplier must submit a written explanation. Furthermore, Supplier shall provide notice to MHEC if it becomes debarred or suspended at any point during the duration of this Master Agreement.

34. RECORDS AND AUDIT

Supplier agrees to maintain records directly related to the Orders, Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which maybe initiated no more than twice annually, at an agreed upon time and location, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

35. FORCE MAJEURE

Neither Supplier nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

36. COMPLIANCE WITH LAWS AND EXPORT

Compliance with Laws. Procuring Eligible Organization and Supplier agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Master Agreement. Procuring Eligible Organization acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide Supplier with all of the information needed for Supplier to obtain export licenses from the U.S. Government or any other applicable national government and to provide Supplier with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. Supplier also may require export certifications from Procuring Eligible.

Organization for Procuring. Eligible Organization-provided software. Supplier's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Supplier Is not liable for delays or, failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

Regulatory Requirements. Supplier is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local: regulatory requirements of the country to which such Products, Software and Services are to be delivered performed, and Supplier shall not be obligated to provide any Products, Software and Services, where the resulting Products, Software, and Services is prohibited by law or does not satisfy the local regulatory requirements.

Excluded Data. Procuring Eligible Organization acknowledges that no part of the Products, Software, and Services is designed with security and access management for the processing "and/or storage of the following categories of date: (1) data that is classified and/or used on: the US, Munitions list, including software and technical data; (2) articles, services and related technical. data designated as defense articles and defense: services; (3) ITAR {international Traffic in Arms: 'Regulations) related data; and (4) except for personally identifiable information referenced in to Section 25 (Confidentiality) and Section 29 (FERPA) , personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law, (collectively referred to as "Excluded Data'). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to Supplier for to which Supplier will have access to ensure that it does not contain Excluded Data.

37. CONFLICT OF INTEREST

Supplier warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Supplier agrees that if an organizational conflict of interest is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action Supplier has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Supplier, MHEC may, at its sole discretion, cancel this Master Agreement.

38. SUBCONTRACTORS

Supplier shall have the right to use Subcontractors to provide the Services described in this Master Agreement. If Supplier elects to use Subcontractors in the performance of custom professional Services under this Master Agreement, upon request, Supplier will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Supplier from performing its obligations under this Master Agreement.

Supplier shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its subcontractor while preforming services pursuant to this Master Agreement.

39. ASSIGNMENT

Neither party will assign its rights or delegate its obligations under this Master Agreement, in whole or in part, without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect; provided, however, that either party may upon written notice assign this Master Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Master Agreement will be binding upon and inure to the benefit of Supplier and MHEC and their successors and permitted assigns. Nothing in this Section 39 shall preclude Supplier from employing a Subcontractor in carrying out its obligations under this Master Agreement. Supplier use of such Subcontractors will not release Supplier from its obligations under this Master Agreement.

40. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Supplier for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Supplier, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of the Master Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under the Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under the Master Agreement.

41. INDEPENDENT CONTRACTORS

MHEC and Supplier acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Master Agreement. Supplier and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Supplier has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

42. VENDOR REPRESENTATIVE

Supplier shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Master Agreement.

43. NOTIFICATION

A. **Between the parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as the parties may direct in writing from time to time:

To MHEC:	**To Supplier:**
105 Fifth Avenue South	One Dell Way
Suite 450	Contract Department
Minneapolis, Minnesota 55401	Round Rock, Texas 78682
Attn: Nathan Sorensen, Director of government contracts Email: nathans@mhec.org	Attn: Contract Manager Dell_Legal_Notices@Dell.com
Fax: 612-767-3353	Fax: 512-283-9092

Changes in the above information will be given to the other party in a timely fashion.

B. **Between Eligible Organization:** Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

44. MARKETING

Dell will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services, and prices and to place Orders.

45. ANNOUNCEMENTS AND PUBLICITY

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Dell will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

46. WEB SITE MAINTENANCE

Dell agrees to maintain and support Internet website(s) for access to the Retail Price List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Dell will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Dell shall notify MHEC when there are additions and/or deletions made to the list of Resellers.

47. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Supplier in developing and refining the implementation of a Master Agreement in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the successful Supplier on the effectiveness of its implementation progression. There will be an annual meeting between successful Supplier and MHEC (and perhaps members of the oversight committee) to perform a business review. In addition, Supplier must attend on-site meetings on an ad hoc basis if requested by the contract manager to address contract performance issues.

48. ADMINISTRATIVE REPORTING AND FEES

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and a half percent (1.50%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time may provide a written request to Dell to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

49. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

50. SEVERABILITY

If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

51. APPLICABLE LAW

A. As between MHEC and Supplier, this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
B. As between Eligible Organization and Supplier, this Master Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.
C. As between Eligible Organization, MHEC, and Supplier, this Master Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

52. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Master Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

53. SURVIVAL

Certain paragraphs of this Master Agreement including but not limited to indemnification; and limitation of liability shall survive the expiration of this Master Agreement. Software license, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

54. AMENDMENTS

Except as provided in Section 5 Order of Precedent; this Master Agreement shall only be amended by written instrument executed by the parties.

55. SCOPE OF AGREEMENT

This Master Agreement incorporates all of the agreements of the parties concerning the subject matter of this Master Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

56. INVALIED TERM OR CONDITION

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

57. MISCELLANEOUS

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Dell may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly, any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	Midwestern Higher Education Commission	**Dell Marketing L.P.**
Signature:	Susan G Heegaard Susan G Heegaard (Apr 11, 2022 16:22 CDT)	Alyssa Sayles
Name:	**Susan Heegaard**	Alyssa Sayles
Title:	**President**	Contract Administrator
Address:	**105 Fifth Avenue South Suite 450** **Minneapolis, Minnesota, 554401**	**One Dell Way, RR 8-07** **Round Rock, Texas 78682**
Date:	Apr 11, 2022	Apr 7, 2022

Exhibit A – Discount Category Pricing
Exhibit B – U. S. Return Policy
Exhibit C – APEX Agreement
Exhibit D – APEX Service Offering
Exhibit E –Leasing and Finance Information

- Dell Financial Services L.L.C. Master Lease Agreement and Lease Schedules – Public Entity
- Dell Financial Services L.L.S. Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Public Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Dell Financial Services L.L.C. Payment Agreement – Public Entity
- Dell Financial Services L.L.C. Payment Agreement – Private/Commercial Entity
- Pharos Financial Services Payment Agreement – Public Entity
- Pharos Financial Services Payment Agreement – Private/Commercial Entity

Exhibit F – Flex on Demand (FOD) Information

- Master Flexible Consumption Agreement and Schedules – Public Entity
- Master Flexible Consumption Agreement and Schedules– Private/Commercial Entity

Exhibit A – Discount Category Pricing

PRICING – DISCOUNT OFF LIST

The table below provides the minimum Discount Off List (DOL) for each product category. Our Account Teams work with customers to ensure that orders use the correct contract codes, which will prepopulate the minimum discount levels.

Product Category	Product Category Classifications	Proposed Discount
A	Chrome; Cloud Client; Cloud Products; Consumer Chrome; Customer Kits (including some non-tied Monitors); Dell Storage OEM; Dell-Branded Memory; Fixed Workstations; Internet of Things (IOT); Latitude; Mobile Workstations; OptiPlex; PowerEdge Servers; Software - Server and Other; Software - Storage	18.00%
F	Dell Branded Printer Accessories, Parts, and Toner	1.50%
H	BTX, Prebuilt – Ready to Ship Systems	6.00%
M	3rd Party Software & Peripherals - Mainstream Products Third Party - Mainstream	6.00%
R	CFI / Configuration Services; Selected Services	4.00%
S	Alienware Notebooks; Converged Infrastructure; Data Protection Appliance; Data Protection Software; Data Security Solutions; Dell Networking; Dell Storage PS, Dell Storage SC; Dell|EMC; Displays; Hyper Converged Infrastructure; OEM Networking; Personal Notebooks; Projectors/Monitors/Other Electronics; Storage Entry; Storage High End; Storage Integrated Offer; Storage Mid Range; Storage Unstructured; Tablets; Vostro Notebooks; XPS Notebooks	3.00%
U	Spare Parts	0.50%
V	Peripherals and Services with discounts that vary based upon the system in which the item is installed	Varies per base SKU
X	Third Party – Non-Discountable, except where contractually required	0.50%
Z	Alienware Desktops; Personal Desktops; Vostro Desktops; XPS Desktops; Non-Discountable Services, except where contractually required	0.50%
Z1 and ZS	Non-Discountable Services, except where contractually required	0.50%
N/A	APEX Cloud	0.00%
N/A	APEX Storage-as-a-Service (ADSS)	0.00%

Note: Product Classifications and Categories may be changed by Dell without notice.

The product classifications identified above are in place as of the Effective Date of this Agreement. These classifications affect Dell Public Sector customers and Dell may change product availability or classification category for all customers without notice. Reference the Dell Retail Price List to verify the applicable Product Category for each SKU on Dell's Quote. The descriptions herein are general in nature and are not all inclusive. Any product category not listed herein shall be deemed a non- discountable product or service offering and receive zero percent contractual discount.

Based on the scope of the order, account teams will work with internal pricing teams to obtain higher discounts. When services are purchased in conjunction with the product (tied services), the services will carry the same discount level as the product. If services are purchased on its own without a product, then the services will be discounted as per category R – at 4%.

The baseline list price is updated weekly and maintained at:

http://ftpbox.us.dell.com/slg/Weekly/dellpricereport.pdf

VOLUME TIER DISCOUNTS

Dell has included two types of volume discounts that are applicable to Category A Products.

1. Per Transaction Multiple Unit Discount – This will provide additional discounts to large orders that exceed a certain amount for products under Category A.

Minimum Dollar Volume Associated with Single Purchase Order	Maximum Dollar Volume Associated with Single Purchase Order	Category A Discount in addition to the Initial Pricing Level Discount
$ 100,000.00	$ 199,999.99	1.00%
$ 200,000.00	$ 399,999.99	2.00%
$ 400,000.00	$ 599,999.99	4.00%
$ 600,000.00	$ 999,999.99	6.00%
$ 1,000,000.00	No Maximum	8.00%

2. Cumulative Dell Spend "Gates" – As the volume of business reaches certain spending thresholds, Category A will carry additional discounts.

Cumulative Dell Spend "Gates", spanning multiple years across length of contract		Discount Level Adjustment (Category A)
0	$2B	0.00%
$2B	$4B	1.00%
$4B	$6B	2.00%
$6B	$8B	3.00%
$8B	$10B	4.00%
>10B		5.00%

Dell will offer the following discounts associated with cumulative purchases under the MHEC contract: During the course of the Master Agreement Dell shall increase the base Category A discount by 1% within fifteen business days after submission of quarterly reporting period indicating sales threshold of $2B / $4B / $6B / $8B and / $10B has been achieved.

INCENTIVE AND REBATES

Dell is offering the Contract Admin Fees (CAF) of 1.5% to MHEC in compliance with section 48.

Dell is not offering additional rebates; however, this agreement does not preclude customers from participating in any promotional pricing offered, promotional pricing does not constitute a permanent pricing change. When a customer is ready to make a purchase, the account teams work with our internal pricing departments to obtain pricing approvals, which will also include special promotions available at the time of order.

Pricing Notes

Dell maintains a Retail Price list online located at: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line state stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing.

Exhibit B – U. S. Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30 Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell without prior authorization from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must *be* received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late**.

Exceptions to Dell's 30-Day Return Period:

Software may not *be* returned at any time, unless the software being returned is:

1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.

- **Additional products not eligible for return at any time:**

1. **Dell EMC**-branded products
2. **Dell Wyse™** and Wyse-branded products
3. Non-Dell-branded enterprise hardware and software products
4. Customized products

- Unless you have specifically agreed otherwise in your written agreement with Dell, there is no right of return for software purchased under any type of volume license arrangement.

- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return **is** a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click here.

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
  Ship back all products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
  Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
  For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

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Exhibit C – APEX Agreement

Dell Technologies APEX

Cloud Purchase Terms

Schedule to the Dell Commercial Terms of Sale

These Cloud Purchase Terms ("Cloud Terms") state the terms and conditions that apply to: APEX Branded Services ('APEX Service') ordered via (1) a Customer's purchase of Dell Cloud Offerings from Supplier ordered on the Dell Technologies Cloud Console ("Console"); and (2) a Customer's purchase of Dell Cloud Offerings from a Supplier-authorized reseller ("Reseller").

The terms and conditions of the Dell Commercial Terms of Sale ("CTS") (but excluding any schedules attached or incorporated thereto) and the then current Dell Acceptable Use Policy ("AUP") are incorporated by reference into these Cloud Terms. These Cloud Terms consist of two parts: Part A, Universal Terms for all Dell Cloud Offerings, and Part B, Terms Applicable to Specific Offerings. Further information about the Offerings is provided in the Service Offering Descriptions.

In these Cloud Terms, references to the "Governing Agreement" mean, collectively, the CTS (as amended and supplemented by these Cloud Terms and including the AUP), each applicable Service Offering Description, and the Order. Unless otherwise stated, references to "Clauses" mean Clauses of these Cloud Terms. Notwithstanding the clause addressing order of precedence in the CTS, if there is a conflict between or among these Cloud Terms, the Order, the Service Offering Description, the AUP, or the CTS, the documents will prevail in the following order: (a) the Service Offering Description (and all documents incorporated into it); (b) these Cloud Terms; (c) the AUP, (d) the Order; and (e) the CTS.

Part A: Universal Terms for all Dell Cloud Offerings

1. **Definitions.** The definitions used in the CTS are also used in these Cloud Terms. The following definitions also apply:
"Content" means any data (including all text, sound, video, and image files), software (including machine images), and other information.

"Customer Content" means Content uploaded by Customer or a User into the Offering for processing, storage or hosting, but does not include Third-Party Content or data Supplier collects as specified in Part B, Clause 1.1A.

"Data Processing Addendum" means the then-current version of the Supplier's Data Processing Addendum.

"End User" means third parties to whom Customer provides a service and with whom Customer is in a commercial contractual relationship and does not include Customer's employees, contractors and agents.

"Fixed Billed" means an Offering in which Customer pays a fixed amount as identified in the Quote and the Service Offering Description, usually on a monthly or annual basis. Fixed Billed includes Offerings sold as subscriptions.

"Offering" for the purpose of these Cloud Terms means any Supplier cloud service described in these Cloud Terms or the Service Offering Descriptions.

"Order" means a Quote that has been accepted as provided in Clause 3.1A below.

"Quote" means the items Customer selects in the Console and the prices that Supplier provides for those items at the time Customer accepts the Quote as described in Clause 3.1A below.

"Service Level Agreement" or "Service Level Objective" means the then-current version of the performance commitments, if any, for a particular aaS Offering. If applicable, these will be provided in the Service Offering Description.

"Service Offering Description" means the then-current version of the Supplier document that describes the Offering identified in a Quote or the Console. If there is no separate Supplier document, then the description in the Quote or the Console will apply. The clause of the CTS entitled "Product and Service Specific Terms" will not apply to Offerings ordered under these Cloud Terms.

"Service Location" means the street address location, specified by the Customer when ordering any Products to be deployed with the Offering.

"Supplier" means the Dell entity that delivers the Offering(s) to Customer.

"Support Terms" means the then-current terms regarding Support Services for each Offering and as described in the Service Offering Description.

"Term" means the initial period during which Customer is authorized to use an Offering, as stated in the applicable Order or the Console, and subsequent renewal terms (if any). The initial term begins as specified in the Order or the Service Offering Description.

"Third-Party Claim" means any third-party administrative, regulatory, arbitral, judicial, or other action, suit, or proceeding, or any third party allegation, assertion or demand, arising from or relating to: (a) Content; (b) Customer's use of any Offering in violation of the Governing Agreement; (c) Customer's misrepresentation of facts regarding an export license or any allegation made against any Supplier or its affiliates due to Customer's violation or alleged violation of applicable export laws; or (d) combination of the Offering with non-Supplier products or content, including any Customer Content and/or any Third-Party Content.

"Third-Party Content" means Content provided by a third party that interoperates with the Offering, including open source software, but that is not embedded in or required for use of the Offering. As an example, Third-Party Content may include an application that is listed on a marketplace or in an online catalog.

"User" means any person who is authorized to access or use the Offering or Customer Content directly under Customer's Login Credentials (as defined in the Dell Technologies Cloud Console Terms of Use) that Customer created when registering to use the Console, and may include Customer's employees, contractors, service providers, and other third parties, but does not include Customer's End Users.

"Variable Billed" means an Offering in which Customer pays a variable amount as identified in the Quote and Service Offering Description, usually based on usage.

2. The Offering.

2.1 **Provision of the Offering**. Supplier is responsible for delivery of the Offering. Supplier may use Supplier's Affiliates and Supplier authorized third parties to assist with delivery. For Offerings that include delivery of Supplier Products, the terms and process for that delivery will be stated in the applicable Service Offering Description. The clause of the CTS entitled "Product Delivery" shall not apply.

2.2 **Ownership and Use of the Offering**.

A. Customer may access and use the Offering only: (a) during the Term; (b) for Customer's internal business purposes, which may include providing services to Customer's End Users if permitted in the Service Offering Description; and (c) in accordance with the Governing Agreement and Supplier's AUP.

B. If the Offering includes Software that requires installation at the Service Location, then Customer will only use the Software: (a) in connection with Customer's use of the Offering and as provided in the Governing Agreement; (b) for the Term; and (c) in accordance with the Supplier's End User License Agreement.

C. Customer must not: (a) resell or sublicense the Offering; or (b) use the Offering: (i) in a way intended to work around the Offering's technical restrictions, recurring fees calculation, or usage limits; or (ii) to create or enhance a competitive offering or for any purpose which is competitive with Supplier.

D. If Supplier reasonably believes a problem with the Offering may result from or be attributable to Content that Customer uploaded to the Offering, or to Customer's use of the Offering, Customer must cooperate with Supplier to identify the source of the problem and to resolve the problem.

E. As between Customer and Supplier, Supplier owns all rights in and to the Offering and any related Software, including all improvements, enhancements, modifications, and derivative works, and all intellectual property rights in all of them. This includes any information Supplier collects and analyzes about Customer's use of the Offering as outlined in Part B to these Cloud Terms and the specific Service Offering Description. Customer's rights to use the Offering are limited to those expressly granted in the Governing Agreement. There are no implied rights in these Cloud Terms. Supplier retains all rights that it has not expressly granted to Customer herein.

2.3 **Modifications.**

A. Supplier may modify Offerings from time to time and will specify the effective date of changes, by email, the Console, release note, documentation or through the Offering itself. The information will be delivered by email if the modification is not solely an enhancement. Customer's continued use of the Offering after the date of any change will be considered acceptance of the modified Offering.

B. If Supplier makes a change that removes a material feature or materially reduces the functionality of an Offering, then Customer will have the right to terminate the Offering. If Customer intends to terminate the Offering, it must notify Supplier within 30 days from the date of Supplier's change notice. If Customer has elected to terminate the Offering, this will be effective as of: (a) the date Supplier receives Customer's notice of termination; or (b) any later date specified in Customer's notice, not to exceed 90 days from the date of Supplier's receipt of Customer's termination notice. Customer will remain responsible for the payment of all fees incurred through the termination date, and Supplier will promptly refund any prepaid fees for the Offering that will not be provided as a result of the termination. No other remedies are available to Customer for its termination of an Offering under this Clause 2.3B.

3. <u>Orders, Payment, Shipment, Ownership, Insurance, and Colocation</u>.

3.1 **Orders, Shipment.**

A. Customer accepts a Quote by clicking "Place Order" or other similar term in the Console. All Orders are subject to the Governing Agreement and are not binding until Supplier accepts them. An Order will be accepted upon the earlier of: (a) when Supplier confirms to Customer in writing that it accepts the Order; or (b) as may be otherwise provided in the Service Offering Description. Supplier is not required to provide the Offering to Customer until Customer provides Supplier with all information Supplier needs to process Customer's Order and to provision the Offering for Customer. Unless permitted in the Governing Agreement, all Orders are non-refundable and non-cancellable. Any refunds to which Customer is entitled under the Governing Agreement will be paid to Customer.

B. Customer must pay all charges it incurs for its use of the Offering. Charges may consist of both a committed amount as well as additional amounts, including charges for add-on features that Customer orders or enables, and charges Customer incurs based on actual usage of the Offering (metered charges or "overages"). Customer must establish a method of payment to cover all charges.

C. If Customer pays for an Offering using a credit card (if credit card payment is available), then Customer will be subject to any additional terms presented to Customer by the third-party credit card payment processor, which will be the merchant of record for that transaction. If applicable, Customer is responsible for keeping its credit card information up to date in the Console.

D. Supplier may bill Customer directly for any additional charges, even if Customer has ordered the Offering from a Partner. Supplier may invoice Customer for charges even if a corresponding purchase order was not received from Customer or a Partner.

3.2 **Payment Terms**. Customer must pay all charges within 30 days after the date of invoice.

3.3 **Supplier Shipment**. Supplier will ship Products to the Service Location if any are included as part of an Offering.

3.4 **Ownership**. Unless the Service Offering Description states differently, Supplier owns and retains title to the Products

(including any replaced parts), and these must be returned to Supplier at the end of the Term (or promptly upon replacement with respect to replaced Products or parts). Customer will keep the Products free and clear of any liens or encumbrances and Customer will immediately notify Supplier in writing of any attachment or judicial process affecting the Products or Supplier's ownership of the Products.

3.5 **Insurance**. Customer is responsible for securing any Products and for any risk of damage on site of the Service Location. Customer must insure the Products installed at the Service Location with a reputable insurance company against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession, or use of the Products; and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it; and (c) other risks in respect of which a prudent person with Products on their premises would reasonably insure such Products. In regard to (a) and (b), Supplier will be named as additional insured and loss payee respectively. Upon Supplier's request, Customer must show Supplier evidence that the insurance required under these Cloud Terms is in place for the Products. Customer must immediately notify Supplier of any loss claim and Customer must not settle any claims without Supplier's prior written agreement.

3.6 **Colocation.** If the Service Location is not owned or wholly controlled by Customer (in this clause a "Colocation Site"), Customer will ensure that Supplier has access to the Colocation Site for the purposes outlined in the Service Offering Description. Failure to provide Supplier with timely access to the Colocation Site will relieve Supplier of its Support Services obligations and Supplier may, at its discretion, choose to suspend (until such time as Supplier and Customer agree to relocation of the Offering at a Supplier accessible Service Location) and/or terminate the Order. Customer agrees to hold Supplier harmless from and against any and all disputes, claims or controversies (whether in contract, tort (including negligence) or otherwise) related to or arising out of the Customer's installation, operation or use of the Offering at a Colocation Site.

4. <u>Supplemental Termination Provisions</u>.

4.1 **Termination of Offering**. (A) Neither Customer nor Supplier may terminate the Offering for convenience. (B) Even if Customer stops using the Offering during the Term for its convenience, Customer must still pay Supplier all fees due for the then-current Term. (C) Either party may terminate for cause, if: (1) such party becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (2) such party becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding; (3) the other party commits a material breach and has failed to cure the breach within 30 days from the other party's written notice; or (4) with respect to Supplier only, as provided under Section 9.3 below. A termination for cause will be effective on the date the notice was sent.

4.2 **Effect of Termination**.

A. Upon termination of an Offering for any reason: (a) Customer must stop using the Offering; (b) Customer must return all Supplier provided Products in compliance with the Service Offering Description, or if the Service Offering Description requires Supplier to recover the Products, then Customer will provide Supplier with prompt access to the Service Location (including any Colocation Site) to recover the Products; and (c) Customer must return or, if Supplier requests, destroy, any Confidential Information of Supplier or its suppliers in Customer's possession or under Customer's control (other than information that must be retained pursuant to law). The Service Offering Description will indicate when Supplier will delete any Content Customer has uploaded to the Offering. Customer is responsible for ensuring that it has copies of all Content it requires prior to the date of any termination.

B. Any provision of the Governing Agreement that, by its nature and context is intended to survive termination or expiration will survive, including the Data Processing Addendum, to the extent Supplier processes or continues to process Personal Data (as defined in the Data Processing Addendum), and for as long as Supplier continues such processing activity.

C. Except where Customer or Supplier are permitted to terminate the Offering pursuant to Clauses 2.3 ("Modifications") or 4.1C(3) (Customer's termination for Supplier's breach), any other termination of the Offering will not entitle Customer to any refunds, credits, or exchanges. If Supplier terminates the Offering due to Customer's material breach, Customer will immediately pay all fees due for the Offering for the remainder of the then-current Term.

D. Customer agrees that upon termination for any reason: (i) Supplier may, without waiving any other rights or remedies, seek an order, including without limitation by way of injunctive or equitable relief, from a court of competent jurisdiction to enforce Supplier's right to recover Supplier owned Products from the Service Location (including any Colocation Site); and (ii) Supplier is entitled to recover from Customer the reasonable attorney fees corresponding to such enforcement action.

5. Support Services.

5.1 Supplier will provide support to Customer for the Offering in accordance with the applicable Support Terms specified in the Service Offering Description. The clause of the CTS entitled "Services" shall not apply.

5.2 Supplier shall not access or use any Content stored on the Products, unless Customer has expressly authorized Supplier to do so. Customer is responsible for removing all Content stored on replaced parts, or on any other items or Product before it is returned to Supplier. Supplier has no liability for any data remaining on Products that Customer fails to remove. Customer may purchase a data deletion service from Supplier (or Reseller), where available.

5.3 If Customer wishes: (a) to relocate Products to a different installation site (where applicable to the Product); (b) to change the hardware configuration on its own; or (c) to deny the activation or to disable remote support features of a Product, Customer must notify Supplier in advance. Supplier will review Customers request and may approve or deny it in Supplier's sole discretion. Additional fees may apply.

6. Warranties.

6.1 **Limited Warranty**. Supplier will provide the Offering substantially in accordance with the Service Offering Description. For any breach of the foregoing warranty, Supplier's entire liability and Customer's exclusive remedies under these Cloud Terms (subject to Customer's right to terminate the Offering for material breach under Clause 4.1) shall be for Supplier to use reasonable efforts to correct material deviations from the Service Offering Description. The clauses of the CTS entitled "Equipment Warranty", "Software Warranty", and "Services Warranty" shall not apply to the Offerings. Customer shall promptly provide Supplier with written notice of any material deviations of which it becomes aware.

6.2 **Disclaimer and Limitations**. **Other than the limited warranty set forth in this Clause 6, Supplier's warranty limitations and disclaimer provided in the clauses of the CTS entitled "Limitations" and "Warranty Disclaimer" apply to the Offering and to all materials or services provided to Customer under the Service Offering Descriptions. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of Supplier or product roadmaps in obtaining subscriptions for any Offering.**

7. Reseller Transactions. Notwithstanding anything to the contrary herein, if Customer buys an Offering through a Reseller (as opposed to directly from Supplier), then:

7.1 All references and terms related to fees, payments, cancellation or termination rights, or similar financial terms (the "Financial Terms") in these Cloud Terms ((including, without limitation, Clauses 3.1A – C, 3.2, 4.1B, and 4.2) or Governing Agreement shall not apply to the Customer, and such Financial Terms shall instead be governed by Customer's agreement with the Reseller; and

7.2 All notices in these Cloud Terms or Governing Agreement required from Customer to Supplier shall be required, in addition, from Customer to Reseller.

8. Data Protection.

8.1 The applicable Service Offering Description defines the administrative, physical, technical and other safeguards applied to Customer Content residing in the Offering. Customer is responsible for applying appropriate security measures to Customer Content such as: (a) controlling access Customer provides to Users; (b) configuring the Offering appropriately; (c) ensuring the security of Customer Content (e.g. through encryption) while it is in transit and at rest; and (d) backing up Customer Content. Customer acknowledges that it is responsible for adopting industry best practice in relation to back-up copies of

its data and is solely responsible for ensuring that it has implemented appropriate security measures for Customer Content and Customer's intended use of the Offering.

8.2 Customer acknowledges that uploading Customers Content to the Offering does not constitute a disclosure by Customer of its Confidential Information to Supplier.

8.3 Supplier's Data Processing Addendum is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as defined in the Data Processing Addendum) that Customer may provide to Supplier as part of the Offering. Supplier will act as an authorized data processor, and in respect of the data processing activities related to the Offering, as specified in this Agreement, the Data Processing Addendum and the applicable Order.

8.4 Customer is responsible for providing any necessary legal notices to Users and obtaining any legally required consents related to its use, collection, disclosure, sharing, cross border data transfer and processing of the Personal Data (as defined in the Data Processing Addendum), Offering and Supplier's provision of the Offering.

8.5 **Required Disclosures**. If Supplier is required by a subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any Customers Content, Supplier will provide Customer with notice and a copy of the demand as soon as practicable, unless Supplier is prohibited from doing so pursuant to applicable law. If Customer requests, Supplier will, at Customer's expense, take reasonable steps to contest any required disclosure.

9. Suspension.

9.1 **Generally**. Supplier may suspend Customer's use of any Offering if: (a) Customer is in breach of the Governing Agreement (including failure to pay invoices when due) and has not cured that breach within 10 days from Supplier's notice; or (b) with immediate effect where Customer is in breach of the AUP or Supplier otherwise reasonably believes that Customer is using the Offering for fraudulent, abusive, or unlawful purposes. Supplier will give Customer notice before suspending Customer's use of the Offering if permitted by law or unless Supplier reasonably believes that providing notice presents a risk of harm to the Offering, to other Users of the Offering, or to any person or property, in which case Supplier will notify Customer as soon as feasible or permitted. Supplier will suspend Customer's access only to the Offering that is the subject of the issue giving rise to the suspension. Supplier will promptly reinstate Customer's access to the Offering once Supplier agrees that the issues related to the suspension have been resolved.

9.2 **Effect of Suspension**. Customer will pay all applicable fees incurred before and during any suspension. Customer will not be entitled to any service credits under an applicable Service Level Agreement or Service Level Objective that Customer might have otherwise accrued during any suspension.

9.3 **Termination for Suspension**. Supplier may, at its option, terminate the Offering effective immediately upon written notice to Customer if Supplier has the right to suspend the Offering.

10 **Indemnification by Customer.** Subject to the remainder of this Clause 10, Customer will: (a) defend Supplier against any Third-Party Claim; and (b) indemnify Supplier from all fines, damages, and other costs resulting from a final award, judgment, or order of a court of competent jurisdiction or a government agency arising out of a Third-Party Claim. Supplier will: (1) provide Customer with notice of any Third-Party Claim within a reasonable period after learning of the Claim; and (2) reasonably cooperate in response to Customer's requests for assistance. Customer will have sole control over the defense of any Third-Party Claim. Customer may not, without Supplier's prior written consent, settle any Third-Party Claim if that settlement obligates Supplier to admit any liability, to make any monetary payment, or to undertake any material obligation, or if that settlement would affect any Offering or Supplier's business practices or policies. THE LIMITATIONS STATED IN THE CLAUSE OF THE CTS ENTITLED "LIMITATION ON LIABILITY" DO NOT APPLY TO CUSTOMER'S OBLIGATIONS UNDER THIS CLAUSE 10.

Part B: Terms Applicable to Specific Offerings

1. as a Service Offerings ("aaS Offerings").

1.1 **Use of the aaS Offering**.

A. Supplier monitors and collects configuration, performance, and usage data relating to Customer's use of the aaS Offering, as provided in the Service Offering Description.

B. Customer may use Third-Party Content, at Customer's option, where available. If Customer chooses to use Third-Party Content, Customer is responsible for complying with any terms applicable to that Third-Party Content, including any separate fees or charges imposed by the provider of that Third-Party Content. **Third-Party Content is available "AS IS" without any indemnity, warranty, condition, or Support Services (unless otherwise specified) of any kind.** Supplier may suspend or terminate provision and hosting of any Third-Party Content at any time, and that suspension or termination will not be deemed a material change to any aaS Offering for the purpose of Clause 2.3B of Part A of these Cloud Terms.

C. As between Customer and Supplier, Customer retains all rights in and to Customer Content.

Service Offering Descriptions

Dell Technologies Cloud Platform (DTCP) with Subscription	Terms governing DTCP with Subscription: www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/global-cloud-purchase-terms Hybrid Cloud - Service Offering Description: https://www.delltechnologies.com/en-gb/collaterals/unauth/legal-documents/solutions/dtcp-offerings-description.pdf Private Cloud - Service Offering Description: https://www.delltechnologies.com/en-gb/collaterals/unauth/legal-documents/solutions/dtcp-private-cloud-offering-description.pdf	N

APEX Storage-as-Service	Terms governing Project APEX Storage-as-a-Service: www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/global-cloud-purchase-terms Project APEX Storage-as-a-Service Service Offering Description: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/projectapex_staas_serviceofferingdescription.pdf	N

Dell Technologies Data Processing Addendum

Data Processing Addendum

This Data Processing Addendum ("DPA") to the Agreement shall apply where the provision of services by Dell to you ("Customer") involves the Processing of Personal Data which is subject to Privacy Laws and Dell acts as Processor on behalf of the Customer as the Controller (the "Services"). This DPA does not apply where Dell is the Controller. In the event of conflict between this DPA and the Agreement, this DPA shall control with respect to its subject matter.

1. Definitions.

Terms not defined herein have the meanings set forth in the Agreement. The following words in this DPA have the following meanings:

1.1 "Agreement" means the agreement between Customer and Dell for the provision of the Services to the Customer.

1.2 "Controller" means an entity which, alone or jointly with others, determines the purposes and means of the Processing of the Personal Data.

1.3 "GDPR" means the General Data Protection Regulation (EU) 2016/679.

1.4 "Model Clauses" means the Standard Contractual Clauses for the transfer of personal data to Processors (Decision 2010/87/EU) as they may be amended or replaced from time to time.

1.5 "Personal Data" means any information relating to an identified or identifiable natural person which is Processed by Dell in the performance of the Agreement.

1.6 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed under this DPA.

1.7 "Privacy Laws" means any data protection and privacy laws to which a party to this Agreement is subject and which are applicable to the Services provided, including where applicable, the GDPR, the UK's Data Protection Act, the California Consumer Privacy Act ("CCPA") and other similar laws.

1.8 "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.9 "Processor" means an entity which Processes the Personal Data on behalf of the Controller.

1.10 "Subprocessor" means any Processor engaged by Dell for the provision of the Services.

2. Processing of Personal Data.

2.1 Roles of the Parties.

Dell may Process Personal Data under the Agreement as a Processor acting on behalf of the Customer as the Controller.

2.2 Instructions.

Dell will Process Personal Data in accordance with Customer's documented instructions. Customer agrees that this DPA, the Agreement and any subsequent statements of work or service orders, and any configurations by Customer or its authorized users, comprise Customer's complete instructions to Dell regarding the Processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Dell is not responsible for determining if Customer's instructions are compliant with applicable law. However, if Dell is of the opinion that a Customer instruction infringes applicable Privacy Laws, Dell shall notify Customer as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

2.3 Details of Processing.

Details of the subject matter of the Processing, its duration, nature and purpose, and the type of Personal Data and data subjects are as specified in the Agreement and Annex 1.

2.4 Compliance.

Customer and Dell agree to comply with their respective obligations under Privacy Laws applicable to the Personal Data that is Processed in connection with the Services. Customer has sole responsibility for complying with Privacy Laws regarding the lawfulness of the Processing of Personal Data prior to disclosing, transferring, or otherwise making available, any Personal Data to Dell.

3. Subprocessors.

3.1 Use of Subprocessors.

Dell may use Subprocessors with the Customer's general or specific written consent. Customer agrees that Dell may appoint and use Subprocessors to process the Personal Data in connection with the Services provided that Dell puts in place a contract in writing with each Subprocessor that imposes obligations that are: (i) relevant to the services to be provided by the Subprocessors and (ii) materially similar to the rights and/or obligations imposed on Dell under this DPA. Subprocessors may include third parties or any member of the Dell group of companies. Where a Subprocessor fails to fulfil its data protection obligations as specified above, Dell shall be liable to the Customer for the performance of the Subprocessors' obligations.

3.2 List of Subprocessors.

A list of Subprocessors that Dell engages to support the provision of the Services is made available by Dell on www.dell.com/subprocessors.

4. Security.

4.1 Technical and organizational security measures.

Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the Processing, and any other relevant circumstances relating to the Processing of the Personal Data on Dell systems, Dell shall implement appropriate technical and organizational security measures to ensure security, confidentiality, integrity, availability and resilience of processing systems and Services involved in the Processing of the Personal Data are commensurate with the risk in respect of such Personal Data. Customer agrees that the technical and organizational security measures described in the Agreement provide an appropriate level of security for the protection of Personal Data to meet the requirements of this clause. Dell will periodically (i) test and monitor the effectiveness of its safeguards, controls, systems and procedures and (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Personal Data. Customer is responsible for implementing, configuring and maintaining privacy and security measures for Services and products that Customer provides or controls.

4.2 Technical Progress.

The Information Security Measures are subject to technical progress and development and Dell may modify these provided that such modifications do not degrade the overall security of the Services provided under the Agreement.

4.3 Access.

Dell shall ensure that persons authorized to access the Personal Data (i) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and (ii) access the Personal Data only upon documented instructions from Dell, unless required to do so by applicable law.

5. Personal Data Breach.

Dell will notify the Customer without undue delay after becoming aware of a Personal Data Breach in relation to the Services provided by Dell under the Agreement and will use reasonable efforts to assist the Customer in mitigating, where possible, the adverse effects of any Personal Data Breach.

6. International Transfers.

Dell is authorized, in connection with the provision of the Services, or in the normal course of business, to make worldwide transfers of Personal Data to its affiliates and/or Subprocessors. When making such transfers, Dell shall ensure appropriate protection is in place to safeguard the Personal Data transferred under or in connection with this Agreement. Where the provision of Services involves the transfer of Personal Data from the European Economic Areas and the UK ("EEA") to countries outside the EEA or the UK (which are not subject to an adequacy decision under Privacy Laws) Dell agrees it will use the Model Clauses along with appropriate supplemental measures or other appropriate data transfer mechanisms in accordance with applicable Privacy Laws.

7. Deletion of Personal Data.

Upon termination of the Services (for any reason), the Parties agree to adhere to data deletion mechanism as set out in the Agreement.

8. Cooperation.

8.1 Data Subject Requests.

Dell shall promptly inform Customer of any requests from individuals exercising their data subject rights under Privacy Laws. Customer is responsible for responding to such requests. Dell will reasonably assist Customer to respond to data subject requests to the extent that Customer is unable to access the relevant Personal Data in the use of the Services. Dell reserves the right to charge Customer for such assistance if the cost of assisting exceeds a nominal amount.

8.2 Third party requests.

If Dell is required by a subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any Customers Content, Dell will provide Customer with notice and a copy of the demand as soon as practicable, unless Dell is prohibited from doing so pursuant to applicable law. If Customer requests, Dell will, at Customer's expense, take reasonable steps to contest any required disclosure.

8.3 Privacy Impact Assessment and Prior Consultation.

To the extent required by Privacy Laws, Dell shall provide reasonable assistance to Customer to carry out a data protection impact assessment in relation to the Processing of Personal Data undertaken by Dell and/or any required prior consultation(s) with supervisory authorities. Dell reserves the right to charge Customer a reasonable fee for the provision of such assistance.

9. Demonstrating Compliance.

Dell agrees to supply, upon Customer request for an audit, the Standardized Information Gathering ("SIG") questionnaire ("Security Questionnaire") related to the security practices and posture of Dell's organization. The Security Questionnaire is reviewed annually, mapped to Dell policies and standards, and updated with relevant and current US and international regulatory and privacy standards, such as, NIST 800-53r4, NIST CSF 1.1, CIS Top 20, or ISO 27001, where applicable. To

the extent Customer's audit requirements under the Standard Contractual Clauses or applicable Privacy Laws cannot reasonably be satisfied through the Security Questionnaire, documentation or compliance information Dell makes generally available to its customers, Dell will promptly respond to Customer's additional audit instructions. Before the commencement of an audit, Customer and Dell will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Dell to unreasonably delay performance of the audit. To the extent needed to perform the audit, Dell will make the processing systems, facilities and supporting documentation relevant to the processing of Personal Data by Dell available. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to Dell, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from Dell's other customers or to Dell systems or facilities not involved in the Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Dell expends for any such audit, in addition to the rates for services performed by Dell. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Dell and Dell shall promptly cure any material non-compliance.

10. CCPA.

If Dell is Processing Personal Data within the scope of the CCPA, Dell will Process Personal Data on behalf of Customer and will not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the DPA and as permitted under the CCPA. In no event will Dell sell any Personal Data.

Annex 1
Data Processing Description

1. Subject matter and duration of the Processing.

The subject matter and duration of the Processing shall be according to the Agreement.

2. Purpose of Processing.

Personal Data will be Processed for the purpose of providing Services, as relevant and defined by the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and possible additional services.

3. Nature of Processing.

The nature of the Personal Data Processed is described in the relevant service descriptions and statements of work.

4. Categories of Data Subjects.

The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.

5. Types of Personal Data.

The type of Personal Data that may be submitted by the Customer are described in the relevant service descriptions and statements of work. Unless otherwise specified, Dell does not Process Special Categories of Data, and Customer shall not provide Special Categories of Data, Personal Health Information, or other similar Personal Data.

Dell Technologies Acceptable Use Policy

Revision 1.2 – March 23, 2021

Acceptable Use Policy

This Acceptable Use Policy ("AUP") describes prohibited use of, and/or access to, Dell's infrastructure, networks, cloud-based offerings, systems, services, web sites, accounts, and products (the "Dell Resources"). In this AUP, "User" means Dell's customers and those that access the Dell Resources through Dell customers. By using or accessing the Dell Resources, User agrees to comply with the current version of this AUP. **If User violates this AUP or authorizes or helps others to do so, Dell may (in addition to any other rights Dell may have), in its sole discretion, suspend or terminate User's access to, or use of, the Dell Resources**.

Violations

User may not upload content or use the Dell Resources in a manner or for a purpose that Dell believes:

1. **Violates any applicable law or regulation (a "Law"), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and/or illegal gambling;**
2. **Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, advocates violence, or otherwise inappropriate;**
3. **Violates or infringes the rights of others, including for example by infringing or misappropriating any intellectual property rights of another;**
4. **Advocates or encourages illegal activity;**
5. **Stalks, harasses, or harms anyone, including minors;**
6. **Impersonates any person or entity or misrepresents User's affiliation with a person or entity;**
7. **Modifies, alters, or tampers with (including attempts to self-repair) any software included in the Dell Resources;**
8. **Except where allowed by Law, reverse engineers, disassembles, or decompiles the Dell Resources;**
9. **Accesses or uses the Dell Resources in a way intended to avoid fees or exceeding usage limits or quotas;**
10. **Interferes with or disrupts the Dell Resources;**
11. **Uses any high-volume automated means (including robots, spiders, scripts or other methods) to access the Dell Resources;**
12. **Attempts to gain unauthorized access to any part of the Dell Resources, by hacking, password mining, or other means;**
13. **Violates the security or integrity of the Dell Resources, including by:**
    a. **Accessing or using the Dell Resources without permission, including attempts to probe, scan, or test the vulnerability of the Dell Resources or to breach any security or authentication measures used by the Dell Resources;**
    b. **Monitoring data or traffic on the Dell Resources without permission;**
    c. **Forging packet or email headers, or any part of a message describing its origin or route;**
    d. **Uploading any content that contains viruses, worms, corrupt files, Trojan horses, or other forms of harmful code, or any other content that may compromise the Dell Resources; or**
    e. **Hacking, destabilizing, or making unauthorized changes to the Dell Resources, or altering another website to falsely imply it is affiliated with the Dell Resources;**
14. **Connects to any users, hosts, or networks where User does not have permission to communicate with such users, hosts, or networks, such as:**
    a. **Monitoring or crawling the Dell Resources in any way that would disrupt their performance or operation;**
    b. **Conducting denial of service attacks;**

c. **Interfering with the operation of Dell Resources, including by attempting to overload the Dell Resources; or**
d. **Operating network services like open proxies, open mail relays, or open recursive domain name servers;**

15. **Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements; or**
16. **Collects replies to messages if those messages violate this AUP.**

The examples of prohibited conduct listed above are not comprehensive. Dell has the sole discretion to determine whether User content or User's use of the Dell Resources is a violation of this AUP. All User content, and/or actions that are performed via User's account, are the sole responsibility of User.

Consequences of Violations

Any violation of this AUP by User will be considered to be a material breach of the corresponding contract between Dell and User. If User violates this AUP, Dell reserves the right, in its sole discretion, to apply the remedies provided in the applicable contract with User or available to Dell at Law (e.g. suspension and/or termination of User's access to the Dell Resources).

In addition, Dell reserves the right to investigate any potential violation of this AUP or misuse of the Dell Resources. Among other actions, Dell may perform the following:

1. Remove, disable access to, or modify any data or content that violates this AUP; and
2. Report any activity that potentially violates any Law to law enforcement, regulators, or other appropriate third parties. This may include disclosing appropriate User content and information where necessary.

Reporting

User is required to immediately report any violation or suspected violation of this AUP to Dell. User will provide Dell with assistance, as requested, to address those events or violations. Any reports must be made to Dell by email (Dell_Legal_Notices@dell.com).

Dell Technologies Flex On Demand

Dell EMC APEX Flex on Demand (FOD) – Public Sector Only

These section of Exhibit 1 may be entered into between Purchasing Entity and Contractor of and for the benefit of itself and its affiliate, Dell EMC for its APEX Flex on Demand (FOD) offering. In the event of any conflict between the terms of this Exhibit 1 and the Agreement, this Exhibit 1 shall take precedence and control.

This section of Exhibit 1 comprised of the following documents, which are hereby incorporated by referenced and attached on the following pages:

1. **Master Flexible Consumption Agreement (MFCA) – Public Sector Only**
2. **Flex on Demand (FOD) Schedule – Public Sector Only**
3. **APEX Custom Solutions – Flex on Demand (FOD) Customer Brochure**

Exhibit 1 Dell EMC APEX Flex on Demand (FOD) – Public Sector

MASTER FLEXIBLE CONSUMPTION AGREEMENT
APEX FLEX ON DEMAND TERMS AND CONDITIONS - PUBLIC SECTOR ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S. STATE & LOCAL GOVERNMENT

This Master Flexible Consumption Agreement **(**this **"Master Agreement"** or **"MFCA")** is made effective as of _____ (the **"Effective Date"**) between the following parties:

EMC Corporation ("Dell EMC")		**Xxxxxxxxxxxxx ("Customer")**
176 South Street	**And**	**Xxxxxxxxxxxx**
Hopkinton, MA 01748		**Xxxxxxxxxxxxxxx**
Email for Legal Notices: **LegalNotices@emc.com**		**Email for Legal Notices:**

This MFCA governs Customer's access to and use of a configuration of Deployed Capacity on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the "**Schedule(s)**"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. "Billing Period" means the period of time identified on a Schedule for which DELL EMC will invoice Customer for its Flexible Consumption.

B. "**Customer Data**" means all data stored on the Deployed Capacity by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and DELL EMC, Customer Data is Customer's Confidential Information.

C. "Documentation" means the then-current, generally available, written user manuals and online help and guides provided by DELL EMC for Deployed Capacity.

D. "**Flexible Consumption**" means the amount of Customer's usage of the Deployed Capacity, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. "**Flexible Consumption Fee"** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by DELL EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. "**Flexible Consumption Period**" means the time period identified as such on a Schedule, and any DELL EMC approved extension(s) thereto.

G. "Installation Site" means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Deployed Capacity, or a subsequent location approved by DELL EMC**.**

H. "Monthly Committed Capacity" means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of it actual consumption of capacity.

I. "Deployed Capacity" means collectively: (a)**"Equipment"** (which is EMC-branded or Dell-branded hardware that DELL EMC provides to Customer under this Master Agreement); and (b) **"Software"** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. The Deployed Capacity exclude Third Party Products.

J. "Prime Contract" means, if applicable, the contract (Prime Contract) and any applicable purchase order, task order or delivery order between Customer and the state or local government entity for the Deployed Capacity and Support Services described in an applicable Schedule issued under this Agreement.

K. "Return" of Deployed Capacity means the earlier to occur of (a) DELL EMC taking possession of the Deployed Capacity at the Installation Site, or (b) DELL EMC receiving and accepting a return of the Deployed Capacity.

L. "Support Services" mean services for the support and maintenance of Deployed Capacity as described in the Applicable Schedule.

M. "**Third Party Deployed Capacity**" means hardware, software, or services that are not "Dell" branded, "EMC" branded, or "DELL EMC" branded.
N. "Warranty Period" means for a specific Deployed Capacity, the period of warranty coverage listed at: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.
A. Schedules. The description of the Deployed Capacity, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.
B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order, task order or delivery order pursuant to the Prime Contract, if applicable, to DELL EMC that incorporates by reference in its entirety the terms and conditions of such Schedule and this Agreement. DELL EMC indicates its approval of Customer's purchase order by (i) counter-signing a Schedule and any purchase order, task order or delivery order, if applicable, executed by Customer and (ii) shipping the applicable Deployed Capacity to Customer.
C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. DELL EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. DELL EMC may conduct such activity through the use of electronic means and/or on-site inspection by DELL EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Deployed Capacity and DELL EMC. Customer authorizes DELL EMC to store at the Installation Site, or load onto Deployed Capacity used for electronic communications, such equipment and programming as may be needed by DELL EMC to track usage levels or perform any Support Services for Deployed Capacity and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give DELL EMC reasonable access thereto. DELL EMC shall cooperate with Customer to minimize the impact of any DELL EMC on-site inspection to Customer's operations.
D. Payment and Assignment. DELL EMC or if applicable, its assignee, shall invoice Customer monthly. Customer shall pay invoices in full and in the same currency as the invoice within thirty (30) days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate under any applicable Prompt Payment Act, if any. No credit cards will be accepted as a form of payment. Payments to DELL EMC's assignee of any amounts due shall not be subject to reduction or setoff. Subject to any right of non-appropriation pursuant to Section 10.B herein, Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.
E. Taxes. The charges due hereunder and any other items provided by DELL EMC are exclusive of, and Customer shall pay or reimburse DELL EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on DELL EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to DELL EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.
F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, DELL EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than DELL EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, DELL EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if DELL EMC is unable to monitor for a period of more than thirty (30) days, DELL EMC shall invoice, and the Customer shall pay, either (a) the maximum capacity of the Deployed Capacity, or (b) such other maximum rate described in the Schedule, if applicable. If DELL EMC is unable to monitor the Flexible Consumption due to any failure which is caused by DELL EMC (e.g. failure of the modem, software or other equipment used by DELL EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. DELL EMC shall promptly notify Customer of an inability to electronically and or physically access the Deployed Capacity, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.
A. Installation Site Preparation. On or before arrival of the Deployed Capacity, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the

necessary environment (power, cooling, etc.) required to support and operate the Deployed Capacity; and (iii) servers and network connectivity required to support Deployed Capacity.

B. Deployed Capacity Shipment. DELL EMC shall deliver the Deployed Capacity by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered by DELL EMC).

C. Risk of Loss. DELL EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the DELL EMC Deployed Capacity until the time of arrival of the Deployed Capacity at the Installation Site(s) and Customer shall bear such risk from such time on until the Deployed Capacity is Returned. If any loss, theft, damage or destruction to the Deployed Capacity occurs during the time Customer bears such risk, DELL EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts DELL EMC's ability to provide such Flexible Consumption until such time as the Deployed Capacity is repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Deployed Capacity is materially damaged, stolen or destroyed, Customer shall promptly notify DELL EMC**.**

D. Customer Insurance Coverage. Subject to any applicable law or regulation to the contrary, Customer must insure the Deployed Capacity (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Deployed Capacity, and (b) loss or damage to the Deployed Capacity from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Deployed Capacity of the same nature as the Deployed Capacity would normally insure such Deployed Capacity. In regard to (a) and (b), DELL EMC will be named as co-insured and loss payee respectively, unless otherwise prohibited by law. Upon DELL EMC's prior written consent, Customer may meet the above insurance requirements with its existing self-insurance program, as provided under applicable law. Upon DELL EMC's request Customer must show DELL EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify DELL EMC of any loss claim and Customer must not settle any claims without DELL EMC's agreement.

E. Personal Property and Identification. Title to Deployed Capacity provided by DELL EMC pursuant to any Schedule remains with DELL EMC at all times and Customer shall have no right or interest in such Deployed Capacity except as provided in this Master Agreement and related Schedule. All Deployed Capacity shall remain personal property of DELL EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of DELL EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by DELL EMC; and (ii) not remove such without the prior written consent of DELL EMC. Customer may not change the Installation Site without DELL EMC's prior written consent. Customer shall give DELL EMC immediate written notice of any attachment or judicial process affecting the Deployed Capacity or DELL EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that DELL EMC is the owner of the Equipment and that such Equipment (i) cannot be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, DELL EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that DELL EMC does not handle, process, or direct the use of Customer Data.

G. Return of Deployed Capacity; Data Migration. Prior to any Return of Deployed Capacity, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Deployed Capacity) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Deployed Capacity will be Returned to DELL EMC. Customer is liable for any Return costs and shall reimburse DELL EMC for the reasonable value of any Deployed Capacity that is not Returned or is Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS. License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by DELL EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. DELL EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or

enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. DELL EMC Warranty. During the Warranty Period, DELL EMC will maintain a Deployed Capacity's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide DELL EMC with written notice of any material defect of which it becomes aware. DELL EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If DELL EMC fails to cure such defect within the Cure Period, DELL EMC's entire liability and Customer's exclusive remedy shall be for DELL EMC to substitute the defective Deployed Capacity with an identical or equivalent Deployed Capacity model.

B. Exclusions. DELL EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Deployed Capacity related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Deployed Capacity is used or other causes beyond DELL EMC's control; (iii) installation, operation or use not in accordance with DELL EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Deployed Capacity was not designed; (v) modification, alteration or repair by anyone other than DELL EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. DELL EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without DELL EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO DEPLOYED CAPACITY, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DELL EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. DELL EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Warranties.

(i). Validity and Documentation. Customer represents, warrants and covenants to DELL EMC and will provide to DELL EMC at DELL EMC's request all documents deemed necessary or appropriate by DELL EMC, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to DELL EMC) and Opinions of Counsel (in substantially such form as provided to Customer by DELL EMC and otherwise satisfactory to DELL EMC)(together "Documentation") to the effect that, as of the time Customer enters into this Agreement and each Schedule that:

(a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the MFCA or any Schedule, with full power and authority to enter into this MFCA and any Schedules and perform all of its obligations under the Schedules;

(b) The MFCA and each Schedule have been duly authorized, authenticated and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this MFCA and each Schedule against Customer;

(c) This MFCA and each Schedule constitute the valid, legal and binding obligations of Customer, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the MFCA or any Schedule and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA and any Schedule and the acquisition by Customer of the Deployed Capacity;

(f) The entering into and performance of the MFCA or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of DELL EMC or on the Deployed Capacity, other than those created pursuant to this MFCA;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by

any court, public board or body, pending or threatened against or affecting Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA or any Schedule;

(h) The Deployed Capacity is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Committed Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Flexible Consumption Period. The Deployed Capacity will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and

(i) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumption Fees and other obligations under this MFCA and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

E. Operating Environment Warranty. Customer shall, at its expense, operate the Deployed Capacity with reasonable care and in accordance with the Documentation, and keep the Deployed Capacity located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

A. IP Indemnity. DELL EMC will: (a) defend Customer against any third party claim that Deployed Capacity or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Deployed Capacity from DELL EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by DELL EMC. In addition, should any Deployed Capacity or Support Service become, or in DELL EMC's opinion be likely to become, the subject of such a Claim, DELL EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Deployed Capacity or Support Service; (b) modify the affected Deployed Capacity or Support Service to make them non-infringing; (c) replace the affected Deployed Capacity or Support Service with non-infringing substitutes; or (d) notify Customer to return the Deployed Capacity and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this Section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Deployed Capacity or Support Services, and nothing in this Master Agreement or elsewhere will obligate DELL EMC to provide any greater indemnity.

B. Exclusions from Indemnity. DELL EMC has no obligation under Section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Deployed Capacity or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Deployed Capacity or Support Service was not designed, or use after DELL EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Deployed Capacity or Support Service made by any person other than DELL EMC or its authorized representatives; (4) any modification to the Deployed Capacity or Support Service made by DELL EMC pursuant to instructions, designs, specifications or any other information provided to DELL EMC by or on behalf of Customer; (5) use of any version of a Deployed Capacity when an upgrade or newer iteration of the Deployed Capacity or Support Service made available by DELL EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Deployed Capacity or Support Services.

C. Indemnification Process. DELL EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to DELL EMC and taking reasonable steps to mitigate damages; (b) granting to DELL EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with DELL EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE DEPLOYED CAPACITY, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING

THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR DELL EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within () the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and DELL EMC have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which DELL EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, DELL EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party's group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule (whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation.

9. TRADE COMPLIANCE.

Customer's usage of DELL EMC's Deployed Capacity or Support Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. TERM; APPROPRIATION OF FUNDS; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive**.** Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Appropriation of Funds.

(i) Customer reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible

Consumption Fees during the Flexible Consumption Period defined in Table 3.3 on each applicable Schedule and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid. The parties intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a Schedule constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

(ii) Customer may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate or other such documentation as reasonably requested by and provided to DELL EMC) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Schedule beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Deployed Capacity shall cease and Customer shall surrender the Deployed Capacity in accordance with Section 3.F and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented price of any component(s) of the DELL EMC Deployed Capacity not returned by Customer and for any damage to the DELL EMC Deployed Capacity beyond normal wear and tear. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection B.

(iii) Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Flexible Consumption Period for adequate funds to meet its obligations hereunder and to continue the Schedule in force.

C. Events of Default. Notwithstanding Customer's rights under Section 10 B. to non-appropriate, the occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

D. Remedies. If an Event of Default shall occur, DELL EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Deployed Capacity as provided in Section 3G and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by DELL EMC in retaking possession of the Deployed Capacity and/or seeking to recover amounts due. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection D.

11. MISCELLANEOUS.

A. Notices. Notice to DELL EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC
Attn: Contracts Manager
Dell Legal Department

One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect,

C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by DELL EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of DELL EMC's assets or any deemed assignment or transfer by DELL EMC by reason of merger, consolidation, change-in-control or corporate reorganization. DELL EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that DELL EMC remains responsible to Customer for the Services' performance.

D. Governing Law.

This Master Agreement is governed by the laws of the State in which Customer is located. Subject to applicable state and local laws, the exclusive venue for all litigation arising between the parties related to this Agreement and any Schedules issued hereunder shall be in the federal courts sitting within the State in which Customer is located. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY.

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. In addition to providing the Documentation that may be requested by DELL EMC under Section 5D(i) above, Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as DELL EMC may from time to time reasonably request and subject to the applicable confidentiality terms as provided for in Section 8.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended) In the event of a conflict between the terms of the MFCA and any Prime Contract, the MFCA shall prevail.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")	**CUSTOMER NAME ("Customer")**
By:_____	**By:**_____
Name (Print):_____	**Name (Print):**_____
Title:_____	**Title:**_____

APEX FLEX ON DEMAND SCHEDULE TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – PUBLIC SECTOR ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S. STATE & LOCAL GOVERNMENT

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Deployed Capacity from the Dell entity identified below ("**DELL EMC**"). Customer's use of the Deployed Capacity is subject to the terms of this Schedule and the **Governing Agreement** identified below.

7 **Effective Date: _____**	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with DELL EMC dated on or** about: _____
Name of Dell EMC entity ("DELL EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of DELL EMC and Customer with regard to the Deployed Capacity listed on the Attachment 1 hereto. This Schedule, when signed by DELL EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall begin on either (i) the first day of the first month following the date the Deployed Capacity has been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Deployed Capacity, (ii) the first day of the second month following the Deployed Capacity's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Deployed Capacity; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Deployed Capacity. The Deployed Capacity subject to this Schedule is listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Software Use Rights Guide at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Deployed Capacity during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Deployed Capacity and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, DELL EMC will measure the usage of the Deployed Capacity on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Deployed Capacity and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Deployed Capacity based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Deployed Capacity as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay DELL EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, DELL EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by DELL EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Deployed Capacity is made available for pick-up by DELL EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to DELL EMC in connection with this Schedule. If DELL EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then DELL EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When DELL EMC and Customer have agreed on the increase, DELL EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and DELL EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

	48 Months	54 Months	60 Months
80%	$ -	$ -	$ -
70%	$ -	$ -	$ -
60%	$ -	$ -	$ -

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify DELL EMC that Customer no longer wishes to use the Deployed Capacity. Customer shall completely migrate its information and data off of the Deployed Capacity and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Deployed Capacity will be returned to DELL EMC. However, until Customer notifies DELL EMC that Customer has removed its data and the Deployed Capacity has been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to DELL EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. DELL EMC shall deliver all Deployed Capacity to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, DELL EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by DELL EMC, the assignee shall have all DELL EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against DELL EMC or any third party. Customer and DELL EMC agree that a signed Schedule may

be amended by written notice from DELL EMC to Customer provided such notice is to correct the serial (or service tag) number of Deployed Capacity.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION ("DELL EMC")	**ABC ("Customer")**
By (Sign): _____	By (Sign): _____
Name (Print):_____	Name (Print):_____
Title:_____	Title:_____

Attachment 1

Product list to be added

Exhibit D – APEX Service Offering

APEX Service Offering Descriptions

Dell Technologies Cloud Platform (DTCP) with Subscription	Terms governing DTCP with Subscription: www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/global-cloud-purchase-terms Hybrid Cloud - Service Offering Description: https://www.delltechnologies.com/en-gb/collaterals/unauth/legal-documents/solutions/dtcp-offerings-description.pdf Private Cloud - Service Offering Description: https://www.delltechnologies.com/en-gb/collaterals/unauth/legal-documents/solutions/dtcp-private-cloud-offering-description.pdf	N

APEX Storage-as-Service	Terms governing Project APEX Storage-as-a-Service: www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/global-cloud-purchase-terms Project APEX Storage-as-a-Service Service Offering Description: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/projectapex_staas_serviceofferingdescription.pdf	N



Dell Financial Services and Pharos Financial Services

Complete Sample Document Package

Proprietary to Dell Financial Services, LLC



Dell Financial Services Public Master Lease Agreement

Proprietary to Dell Financial Services, LLC

Dell Financial Services

EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: DELL FINANCIAL SERVICES L.L.C. Mailing Address: One Dell Way Round Rock, TX 78682	LESSEE: Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR

POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee`s right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either “Original” or “Counterpart Number 1”.

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor’s database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee’s representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor’s option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

“Lessee”

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
“Lessor”

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings “NAME OF AUTHORIZED SIGNATORY”, “TITLE OF AUTHORIZED SIGNATORY” and “SIGNATURE OF AUTHORIZED SIGNATORY”, all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Customer should write or type his/her name under the “Name of Authorized Signatory” heading, write or type his/her title under the “Title of Authorized Signatory” heading, and sign his/her name under the “Signature of Authorized Signatory” heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the “In Witness Whereof” language;**

2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;

4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert “regular” or “special” in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the “In Witness Whereof” language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the “In Witness Whereof” language of the Certificate.

Internal Use - Confidential

Dell Financial Services

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of , a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

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(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____.
(Name)

Date: _____.

My commission expires: _____.

Internal Use - Confidential

Dell Financial Services

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Lease Schedules:

Fair Market Value Lease

$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease

Dell Flex Lease Purchase

PCaaS Schedule

Software Schedule

Proprietary to Dell Financial Services, LLC

Dell Financial Services

[Customer Name]
TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE**: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS**.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase all of the Products at the Fair Market Value (as defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Internal use - confidential

Dell Financial Services

LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

Payment Number	Purchase Date	Rent	Interest Portion	Principal Portion	Purchase Price
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

(i) purchase the Products for $1.00 at the end of the Primary Term;
(ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
(iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Dell Financial Services

LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. (“DEF”) pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.”

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE’S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE’S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete “FINANCE LEASE” in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: “Notwithstanding the first sentence of this Section, upon Lessee’s acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee’s purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAMPLE OPINION LETTER FOR TAX-EXEMPT LEASE PURCHASE TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To: [DFS_Lessor_Name]
Insert correct Lessor address

Ladies and Gentlemen:

We are counsel to COMPANY NAME (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. 993939, dated as of February 20, 2008, and the Lease Purchase Schedule No. 999-999-999-999 to Master Lease Agreement No. 993939 thereto, dated as of February 08, 2008 (collectively the "Agreement"), between the Lessee and [DFS_Lessor_Name] (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of Idaho and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of Idaho;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

(j) Lessee's obligation(s) under the Agreement is/are a State or local bond within the meaning of Section 103 of the Code;

(k) The Agreement does not constitute an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code; and

(l) The interest portion of the Rent due under the Agreement is not includable in gross income for Federal income tax purposes under the Code and will not constitute a tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Dell Financial Services

DELL FLEX LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in
Payment Period:
*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"**TECHNOLOGY REFRESH WITH NEW FINANCING OPTION.** Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

(i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and

(ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as

provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following:

“If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products “AS IS, WHERE IS,” without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products.”

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee’s obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee’s rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits “A” and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[LESSEE LEGAL NAME]
PC as a SERVICE
MASTER AGREEMENT SCHEDULE NO. _____

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER AGREEMENT NO. _____ ("Agreement") DATED _____, 20__ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit A attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing LP, One Dell Way, Round Rock, TX 78682

Description	Number of Seats	Per Seat Fee	Rent
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: $50.00]	[Example: $50,000]
		Total:	$

Total Product Acquisition Cost: $_____

Primary Term: _____

Rent is payable: ____in advance; ____in arrears [specify]

Payment Period: ____ Monthly ____ Quarterly ____

Pro-rated Rent: does not apply

***** Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit A.

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:
Provided that no Event of Default has occurred and is continuing, Lessee may give irrevocable written notice to Lessor of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up
At any time during the Primary Term, Lessee may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval).

Flex Down
Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Lessee may remove up to ___% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Lessee is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Combination
Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval)

while at the same time removing up to ___% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Customer is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Extension Option

Provided that no Event of Default has occurred and is continuing, Lessee has two options upon giving notice at least 30 days prior to the expiration of the Primary Term: (1) renew the Schedule for a mutually agreeable term, or (2) renew the Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Rent shall be the same as the Rent during the Initial Term.

Holdover Period

If the Lessee has contracted with Dell for asset return services for a Seat, then Lessee is not liable for any amount beyond the Base Term unless Lessee has exercised the above Extension Option or, through its actions or inactions, prevented Dell from retrieving the Seat. Where Lessee prevented Dell from retrieving the Seat or has not contracted with Dell for asset return services for a Seat, then in the event Lessee has not returned the Seat in accordance with the Agreement, the Term will automatically extend for successive one-month terms in which case Lessee will pay Lessor the same Rent as during the Initial Term. Such one-month terms will continue until Lessor's receipt of the Seat.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit A.

[LESSEE LEGAL NAME]
(Lessee)

By: _____
(Authorized Signature)

_____
(Name/Title)

_____
(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

_____
(Name/Title)

_____
(Date)

Dell Financial Services

LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. and any amendments, if applicable ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION:

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability;

Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with all applicable laws. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits “A” and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Ancillary Documents:

Validity Opinion

8038 G

8038 GC

Proprietary to Dell Financial Services, LLC

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. , dated as of , and the Lease Schedule No. to Master Lease Agreement No thereto, dated as of (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ **Under Internal Revenue Code section 149(e)**
▸ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▸ ☐

1 Issuer's name	**2** **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▸	**18**	
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐		
b	If bonds are BANs, check only box 19b ▸ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▸ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	**(b)** Issue price	**(c)** Stated redemption price at maturity	**(d)** Weighted average maturity	**(e)** Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))		**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**		
25	Proceeds used for credit enhancement	**25**		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**		
29	Total (add lines 24 through 28)		**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸	
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▸ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▸ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▸ ☐ and enter the following information:

b Enter the date of the master pool bond ▸ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▸ _____

d Enter the name of the issuer of the master pool bond ▸ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▸ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▸ ☐

41a If the issuer has identified a hedge, check here ▸ ☐ and enter the following information:

b Name of hedge provider ▸ _____

c Type of hedge ▸ _____

d Term of hedge ▸ _____

42 If the issuer has superintegrated the hedge, check box ▸ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▸ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▸ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▸ ☐ and enter the amount of reimbursement ▸ _____

b Enter the date the official intent was adopted ▸ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▸ _____ Signature of issuer's authorized representative Date ▸ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▸	Firm's EIN ▸
Firm's address ▸	Phone no.

Form **8038-GC**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▸ **Under Internal Revenue Code section 149(e)**
Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*
▸ **Go to *www.irs.gov/Form8038GC* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▸ ☐

1 Issuer's name	**2** Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail isn't delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	**5** Report number *(For IRS Use Only)*
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	**7** Telephone number of officer or legal representative

Part II Description of Obligations

Check one box: ☐ Single issue ☐ Consolidated return

8a	Issue price of obligation(s) (see instructions)	**8a**
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▸	
9	Amount of the reported obligation(s) on line 8a that is:	
a	For leases for vehicles	**9a**
b	For leases for office equipment	**9b**
c	For leases for real property	**9c**
d	For leases for other (see instructions)	**9d**
e	For bank loans for vehicles	**9e**
f	For bank loans for office equipment	**9f**
g	For bank loans for real property	**9g**
h	For bank loans for other (see instructions)	**9h**
i	Used to refund prior issue(s)	**9i**
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	**9j**
k	Other	**9k**

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▸ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▸ ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▸ Signature of issuer's authorized representative — Date

▸ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▸			Firm's EIN ▸	
Firm's address ▸			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/Form8038GC*.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, $1.49 becomes $1 and $2.50 becomes $3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at *www.irs.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *www.irs.gov/FormComments*. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



Dell Financial Services Private Entity Master Lease Agreement

Dell Financial Services

NO.
EFFECTIVE DATE:

MASTER LEASE AGREEMENT

LESSOR: DELL FINANCIAL SERVICES L.L.C. Mailing Address: One Dell Way Round Rock, TX 78682	LESSEE: Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment ("Products"), software, services or fees described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed by Lessee and Lessor. Each Schedule signed or otherwise authenticated by Lessee and Lessor shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Provided that the Schedule contains no material error, Lessee agrees to sign or otherwise authenticate and return each Schedule by the later of the Acceptance Date or 5 days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee and returned to Lessor within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within 5 days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product cost charged by the Seller, plus any shipping charges, Taxes and Duties (defined below) and interest at the Overdue Rate (defined below) accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term ("Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date ("Commencement Date") and continue for the number of months set forth in the Schedule. The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent, calculated on a 30-day month, 90-day quarter or 360-day year as appropriate, for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address set forth above or at such other address as Lessor may designate from time to time in writing. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1-1/2% per month or the highest rate permitted by applicable law ("Overdue Rate"). Lessor shall use reasonable commercial efforts to invoice Lessee for all amounts due. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) Each Lease shall be a net lease. In addition to Rent, Lessee shall pay sales, use, property, added value or other taxes (excepting taxes based on Lessor's income), fees, levies or assessments (collectively, "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties") plus all expenses incurred in connection with Lessor's purchase of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay Lessor all Taxes upon demand by Lessor. Unless otherwise set forth in the Schedule and where applicable, Lessee agrees to pay a periodic personal property tax fee ("PPT Fee") calculated by Lessor as a prorated portion of the annual estimated property tax assessed by the applicable taxing authority on the Products during the Lease Term. The PPT Fee shall be payable with each installment of Rent.

(c) LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR

OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, each as defined below) and shall, nevertheless, pay Lessor or its assignee all amounts due and payable under the Lease.

5. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 5.

6. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee may move Products from the location specified in the Schedule provided that Lessee notifies Lessor by the following May 31st or November 30th (whichever occurs next), and then only to a location within the United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside of the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

7. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of any applicable Lease Term, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

8. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (i) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (ii) liability insurance with respect to the Products in an amount as required by Lessor, naming Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy. Lessee shall either provide Lessor with an annual certificate of third party insurance or a written description of its self insurance policy, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of any Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same, and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The "Stipulated Loss Value" of any Product is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor. Each of (b) and (c) shall be calculated using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule.

9. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Product. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor, free and clear of all liens and encumbrances.

10. REPRESENTATIONS AND WARRANTIES OF LESSEE.

(a) Lessee represents, warrants and covenants to Lessor at the time Lessee enters into this Agreement and each Schedule that:

(i) Lessee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and in all jurisdictions with respect to which its ownership or its conduct of business or leasing of property requires such qualification;

(ii) The execution and delivery of and performance under this Agreement, any Schedules, Certificates of Incumbency or other documents related to a Lease ("Documents") to which Lessee is a party have been authorized by all necessary action, and have been executed and delivered on Lessee's behalf by persons duly authorized in that regard. The Documents constitute legal, valid and binding agreements of Lessee, enforceable against Lessee in accordance with their respective terms except as limited by bankruptcy or other similar laws;

(iii) The execution and delivery of or performance under the Documents do not contravene Lessee's charter or bylaws or any law, regulation, order, writ, decree, judgment, or other form of prohibition of which Lessee is aware is binding on it or its assets; and does not and will not contravene the provisions of, or constitute a default under, or result in the creation of a lien upon the Products under any material indenture, mortgage, contract, or other instrument to which it is a party or by which it or its assets are bound;

(iv) To the best of Lessee's knowledge, there is no action, suit or proceeding pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets which challenges the Documents or any of the transactions contemplated hereunder or which may have a material adverse effect on the financial condition or business of Lessee; and

(v) The financial statements and other information furnished and to be furnished to Lessor by Lessee are and shall be true and correct in all material respects, and since the date that such financial statements or information were prepared, there has not been any material adverse change in Lessee's business or condition, financial or otherwise.

Intermedia Confidential

(b) If any person guarantees payment or performance by Lessee of any liabilities or obligations of Lessee under this Agreement or any Schedule (a "Guarantor"), the preceding representations, warranties and covenants shall be deemed to be made by Lessee on behalf of such Guarantor as if such Guarantor were named in addition to Lessee therein.

11. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS, EVEN IF THE OTHER PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF THAT PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each Lease qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code (“UCC”). Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A of the UCC.

12. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 30 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee or any Guarantor to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Lessee or any Guarantor is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

13. REMEDIES.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any or all Products as provided in Section 7 and/or if requested by Lessor, assemble the Products in a single location designated by Lessor granting Lessor the right to enter the premises where such Products are located for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor’s demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs incurred by Lessor in connection with an Event of Default, including reasonable legal fees and expenses, and all costs related to the repossession, transportation, re-furbishing, storage and Disposition of any or all Products (“Default Expenses”). In the event Lessor recovers proceeds from its Disposition of the Products, Lessor shall credit such proceeds (net of Default Expenses) against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of a Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or if Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

14. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

15. INDEMNIFICATION.

Lessee is responsible for losses, damages, penalties, claims, costs (including attorneys’ fees and expenses), actions, suits and proceedings of every kind, (collectively “Claims”) whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). Upon Lessor’s request Lessee will reimburse and defend Lessor against any Claims.

16. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor’s interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

17. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

18. NOTICES.

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All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested and shall be effective from the date of receipt unless mailed, in which case the effective date will be 4 Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

19. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or any Schedule.

(b) Lessor may at any time and without notice, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder, in whole or in part.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

20. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY TEXAS LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN TRAVIS COUNTY, TEXAS AND WAIVES ANY OBJECTION TO VENUE, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

21. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 5, 10, 11(b), 11(c), 11(d), 15, 20 and 21 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee and any Guarantor (prepared in accordance with generally accepted accounting principles) and other financial information, Certificates of Incumbency or other documents related to a Lease as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. The parties intend for each Lease to constitute a true lease under the UCC and all applicable laws; however, if any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) If any Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

(j) This Agreement and the Schedules hereto between Lessor and Lessee set forth the entire agreement between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(k) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

Intermediate Classification

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Intermediate Confidential

Dell Financial Services

Instructions for completing the attached Certificate of Incumbency and Authority form.

1. The person named here should have the authority to designate one or more other people to sign multi-year contracts on behalf of your business. Please include your title (CEO, CFO, CTO, President, Vice President or Secretary).

I,_____ do hereby certify that (i) I am the duly elected, qualified, and acting _____of , (the "Lessee"); (ii) each of the persons whose name, title

2. The persons named/signatures in this section are those authorized by the person listed above (CEO, CFO, etc.) to sign a multi-year contract that will create a liability for your business. The same person cannot designate authority and be an authorized signatory.

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Include here the signature, printed name, and title of the person identified in No. 1 above.

By:_____

Name: _____

Title:_____

Date: _____

Dell Financial Services

LESSEE'S CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, _____, do hereby certify that (i) I am the duly elected, qualified, and acting _____ of , (the "Lessee"); (ii) each of the persons whose name, title and signature appear below is a duly authorized representative of the Lessee and holds on the date of this Certificate the formal title(s) set forth opposite his/her name; (iii) the signature appearing opposite each such person's name is his/her genuine signature; (iv) each such representative is duly authorized for and on behalf of the Lessee to execute and deliver that certain Master Lease Agreement No. _____ ("Agreement") and any related Schedules from time to time thereunder between the Lessee and , a or its assignee and designee (collectively "Lessor"), and all agreements, documents and instruments in connection therewith, including without limitation, schedules, riders, and acceptance certificates, and (v) the execution and delivery of any such Agreement and/or Schedules and all agreements, documents, and instruments in connection therewith for and on behalf of the Lessee are not prohibited by or in any manner restricted by the terms of the Lessee's Certificate or Articles of Incorporation, By-laws or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Lessee is a party or by which it or any of its property is bound. I do further certify that the foregoing authority shall remain in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of such written notice.

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By:_____

Name: _____

Title:_____

Date: _____

Reference:
Certificate of Incumbency and Authority - MLA

Dell Financial Services

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Exhibit F – Flex on Demand (FOD) Information



Dell Financial Services Private Entity Lease Schedules

Fair Market Value

$ Out

Software

Dell Financial Services

[Customer Name]
MASTER LEASE AGREEMENT SCHEDULE NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

Pro-rated Rent:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

END OF LEASE OPTIONS: Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase some or all of the Products, as long as the Products comprise a full system configuration (including CPU, monitor, keyboard and mouse for desktops and CPU, cables, modem and other essential accessories for laptops), at Fair Market Value (defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return Products not purchased or renewed pursuant to (i) or (ii) above in accordance with the Agreement.

If Lessee exercises the option to purchase the Products then, on receipt of payment of the "Fair Market Value" (defined below) plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser

reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

If Lessee desires to renew a Lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

Whether or not Lessee has given Lessor notice of its intent to purchase, renew or return as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the last day of the Primary Term (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides 30 days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Dell Financial Services

MASTER LEASE AGREEMENT SCHEDULE NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

Pro-rated Rent:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

END OF LEASE OPTIONS: Provided that no Event of Default has occurred and is continuing at the expiration of the Lease Term, Lessee shall have the option to (i) purchase the Products for $1.00; or (ii) return the Products in accordance with the Agreement for a disposal fee agreed upon by both parties.

SECURITY INTEREST: As a continuing security interest for Lessee's obligation hereunder, Lessee hereby grants to Lessor a first priority security interest in all of Lessee's rights and interests in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such

signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Dell Financial Services

[LESSEE NAME]
MASTER LEASE AGREEMENT SCHEDULE NO. XXX-XXXXXX-XXX

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [Dell, One Dell Way, Round Rock, TX 78682 / OTHER VENDOR NAME]

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**

Total Product Acquisition Cost: $_____

Rent is payable: ____in advance; ____in arrears [specify]

Interest Rate: _____%

Payment Period: ____ Monthly ____ Quarterly ____ Annually ____ Other (specify _____)

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

ACCEPTANCE, MASTER AGREEMENT PROVISIONS, TERMINATION: Lessee agrees that for the purpose of this Schedule, all Products, Software and services covered by this Schedule and identified on Exhibit A have been delivered, installed, and accepted by Lessee. Upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products, Software and services and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not affect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Products, Software or services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever.

Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using Software and services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Software licensor or service provider, Lessee authorizes Lessor to deliver a copy of this Schedule to the such party as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund.

Notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term, discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers (or similar information) of the Products, Software and services as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

_____	**DELL FINANCIAL SERVICES L.L.C.**
(Lessee)	(Lessor)
By: _____	By: _____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Name/Title)	(Name/Title)
_____	_____
(Date)	(Date)

Dell Financial Services

[LESSEE NAME]
MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Pharos Financial Services Public Master Lease Agreement

EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: PHAROS FINANCIAL SERVICES L.P. Mailing Address: One Dell Way Round Rock, TX 78682	LESSEE: Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE

AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee`s right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Pharos Financial Services L.P., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either “Original” or “Counterpart Number 1”.

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor’s database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee’s representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor’s option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Customer should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**

2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;

4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of , a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

Internal Use - Confidential

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____.
(Name)

Date: _____.

My commission expires: _____.

Pharos Financial Services

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.

PHAROS



Pharos Financial Services Lease Schedules

Fair Market Value

Software

TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE**: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS**.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase all of the Products at the Fair Market Value (as defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
“Lessor”

By: _____

Name: _____

Title: _____

Date: _____

MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5

(Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. , dated as of , and the Lease Schedule No. to Master Lease Agreement No thereto, dated as of (collectively the "Agreement"), between the Lessee and [LESSOR NAME HERE] (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.



Pharos Financial Services Private Entity/Commercial Master Lease Agreement

NO.
EFFECTIVE DATE:

MASTER LEASE AGREEMENT

LESSOR: PHAROS FINANCIAL SERVICES L.P.	LESSEE:
Mailing Address: One Dell Way Round Rock, TX 78682	Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment ("Products"), software, services or fees described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed by Lessee and Lessor. Each Schedule signed or otherwise authenticated by Lessee and Lessor shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Provided that the Schedule contains no material error, Lessee agrees to sign or otherwise authenticate and return each Schedule by the later of the Acceptance Date or 5 days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee and returned to Lessor within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within 5 days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product cost charged by the Seller, plus any shipping charges, Taxes and Duties (defined below) and interest at the Overdue Rate (defined below) accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term ("Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date ("Commencement Date") and continue for the number of months set forth in the Schedule. The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent, calculated on a 30-day month, 90-day quarter or 360-day year as appropriate, for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address set forth above or at such other address as Lessor may designate from time to time in writing. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1-1/2% per month or the highest rate permitted by applicable law ("Overdue Rate"). Lessor shall use reasonable commercial efforts to invoice Lessee for all amounts due. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) Each Lease shall be a net lease. In addition to Rent, Lessee shall pay sales, use, property, added value or other taxes (excepting taxes based on Lessor's income), fees, levies or assessments (collectively, "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties") plus all expenses incurred in connection with Lessor's purchase of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay Lessor all Taxes upon demand by Lessor. Unless otherwise set forth in the Schedule and where applicable, Lessee agrees to pay a periodic personal property tax fee ("PPT Fee") calculated by Lessor as a prorated portion of the annual estimated property tax assessed by the applicable taxing authority on the Products during the Lease Term. The PPT Fee shall be payable with each installment of Rent.

(c) LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT

TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, each as defined below) and shall, nevertheless, pay Lessor or its assignee all amounts due and payable under the Lease.

5. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 5.

6. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee may move Products from the location specified in the Schedule provided that Lessee notifies Lessor by the following May 31st or November 30th (whichever occurs next), and then only to a location within the United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside of the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

7. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of any applicable Lease Term, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

8. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (i) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (ii) liability insurance with respect to the Products in an amount as required by Lessor, naming Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy. Lessee shall either provide Lessor with an annual certificate of third party insurance or a written description of its self insurance policy, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of any Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same, and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The "Stipulated Loss Value" of any Product is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor. Each of (b) and (c) shall be calculated using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule.

9. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Product. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor, free and clear of all liens and encumbrances.

10. REPRESENTATIONS AND WARRANTIES OF LESSEE.

(a) Lessee represents, warrants and covenants to Lessor at the time Lessee enters into this Agreement and each Schedule that:

(i) Lessee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and in all jurisdictions with respect to which its ownership or its conduct of business or leasing of property requires such qualification;

(ii) The execution and delivery of and performance under this Agreement, any Schedules, Certificates of Incumbency or other documents related to a Lease ("Documents") to which Lessee is a party have been authorized by all necessary action, and have been executed and delivered on Lessee's behalf by persons duly authorized in that regard. The Documents constitute legal, valid and binding agreements of Lessee, enforceable against Lessee in accordance with their respective terms except as limited by bankruptcy or other similar laws;

(iii) The execution and delivery of or performance under the Documents do not contravene Lessee's charter or bylaws or any law, regulation, order, writ, decree, judgment, or other form of prohibition of which Lessee is aware is binding on it or its assets; and does not and will not contravene the provisions of, or constitute a default under, or result in the creation of a lien upon the Products under any material indenture, mortgage, contract, or other instrument to which it is a party or by which it or its assets are bound;

(iv) To the best of Lessee's knowledge, there is no action, suit or proceeding pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets which challenges the Documents or any of the

transactions contemplated hereunder or which may have a material adverse effect on the financial condition or business of Lessee; and

(v) The financial statements and other information furnished and to be furnished to Lessor by Lessee are and shall be true and correct in all material respects, and since the date that such financial statements or information were prepared, there has not been any material adverse change in Lessee's business or condition, financial or otherwise.

(b) If any person guarantees payment or performance by Lessee of any liabilities or obligations of Lessee under this Agreement or any Schedule (a "Guarantor"), the preceding representations, warranties and covenants shall be deemed to be made by Lessee on behalf of such Guarantor as if such Guarantor were named in addition to Lessee therein.

11. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS, EVEN IF THE OTHER PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF THAT PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each Lease qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code ("UCC"). Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A of the UCC.

12. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 30 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee or any Guarantor to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Lessee or any Guarantor is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

13. REMEDIES.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any or all Products as provided in Section 7 and/or if requested by Lessor, assemble the Products in a single location designated by Lessor granting Lessor the right to enter the premises where such Products are located for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs incurred by Lessor in connection with an Event of Default, including reasonable legal fees and expenses, and all costs related to the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds from its Disposition of the Products, Lessor shall credit such proceeds (net of Default Expenses) against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of a Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or if Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

14. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

15. INDEMNIFICATION.

Lessee is responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). Upon Lessor's request Lessee will reimburse and defend Lessor against any Claims.

16. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter

plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

17. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

18. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested and shall be effective from the date of receipt unless mailed, in which case the effective date will be 4 Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: PHAROS FINANCIAL SERVICES L.P., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

19. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or any Schedule.

(b) Lessor may at any time and without notice, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder, in whole or in part.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

20. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY TEXAS LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN TRAVIS COUNTY, TEXAS AND WAIVES ANY OBJECTION TO VENUE, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

21. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 5, 10, 11(b), 11(c), 11(d), 15, 20 and 21 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee and any Guarantor (prepared in accordance with generally accepted accounting principles) and other financial information, Certificates of Incumbency or other documents related to a Lease as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. The parties intend for each Lease to constitute a true lease under the UCC and all applicable laws; however, if any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) If any Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

(j) This Agreement and the Schedules hereto between Lessor and Lessee set forth the entire agreement between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(k) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that

the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS

Instructions for completing the attached Certificate of Incumbency and Authority form.

1. The person named here should have the authority to designate one or more other people to sign multi-year contracts on behalf of your business. Please include your title (CEO, CFO, CTO, President, Vice President or Secretary).

I,_____ do hereby certify that (i) I am the duly elected, qualified, and acting _____of , (the "Lessee"); (ii) each of the persons whose name, title

2. The persons named/signatures in this section are those authorized by the person listed above (CEO, CFO,etc.) to sign a multi-year contract that will create a liabilityfor your business. The same person cannot designate authority and be an authorized signatory.

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

3. Include here the signature, printed name, and title of the person identified in No. 1 above.

By:_____

Name: _____

Title:_____

Date: _____

LESSEE'S CERTIFICATE OF
INCUMBENCY AND AUTHORITY

I, _____, do hereby certify that (i) I am the duly elected, qualified, and acting of {Lessee Name}, a {Governing State} {Business Entity Type} (the "Lessee"); (ii) each of the persons whose name, title and signature appear below is a duly authorized representative of the Lessee and holds on the date of this Certificate the formal title(s) set forth opposite his/her name; (iii) the signature appearing opposite each such person's name is his/her genuine signature; (iv) each such representative is duly authorized for and on behalf of the Lessee to execute and deliver that certain Master Lease Agreement No. _____ ("Agreement") and any related Schedules from time to time thereunder between the Lessee and Pharos Financial Services L.P., a limited partnership company or its assignee or designee (collectively "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders, and acceptance certificates, and (v) the execution and delivery of any such Agreement and/or Schedules and all agreements, documents, and instruments in connection therewith for and on behalf of the Lessee are not prohibited by or in any manner restricted by the terms of the Lessee's Certificate or Articles of Incorporation, By-laws or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Lessee is a party or by which it or any of its property is bound. I do further certify that the foregoing authority shall remain in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of such written notice.

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____

Name: _____

Title: _____

Date: _____

Pharos Financial Services

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.

PHAROS



Pharos Financial Services Private Entity Lease Schedules

Fair Market Value

$ Out

Software



MASTER LEASE AGREEMENT SCHEDULE NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

Pro-rated Rent:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".
**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

END OF LEASE OPTIONS: Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase some or all of the Products, as long as the Products comprise a full system configuration (including CPU, monitor, keyboard and mouse for desktops and CPU, cables, modem and other essential accessories for laptops), at Fair Market Value (defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return Products not purchased or renewed pursuant to (i) or (ii) above in accordance with the Agreement.

If Lessee exercises the option to purchase the Products then, on receipt of payment of the "Fair Market Value" (defined below) plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

If Lessee desires to renew a Lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

Whether or not Lessee has given Lessor notice of its intent to purchase, renew or return as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the last day of the Primary Term (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides 30 days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

MASTER LEASE AGREEMENT SCHEDULE NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

Pro-rated Rent:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

END OF LEASE OPTIONS: Provided that no Event of Default has occurred and is continuing at the expiration of the Lease Term, Lessee shall have the option to (i) purchase the Products for $1.00; or (ii) return the Products in accordance with the Agreement for a disposal fee agreed upon by both parties.

SECURITY INTEREST: As a continuing security interest for Lessee's obligation hereunder, Lessee hereby grants to Lessor a first priority security interest in all of Lessee's rights and interests in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may

produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
“Lessor”

By: _____

Name: _____

Title: _____

Date: _____

[LESSEE NAME]
MASTER LEASE AGREEMENT SCHEDULE NO. XXX-XXXXXX-XXX

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED _____ BETWEEN PHAROS FINANCIAL SERVICES L.P., ("Lessor") AND _____ ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [VENDOR NAME]

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**

Total Product Acquisition Cost: $_____

Rent is payable: ____in advance; ____in arrears [specify]

Interest Rate: _____%

Payment Period: ____ Monthly ____ Quarterly ____ Annually ____ Other (specify _____)

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

ACCEPTANCE, MASTER AGREEMENT PROVISIONS, TERMINATION: Lessee agrees that for the purpose of this Schedule, all Products, Software and services covered by this Schedule and identified on Exhibit A have been delivered, installed, and accepted by Lessee. Upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products, Software and services and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not affect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not

included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Products, Software or services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever.

Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using Software and services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Software licensor or service provider, Lessee authorizes Lessor to deliver a copy of this Schedule to the such party as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund.

Notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term, discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers (or similar information) of the Products, Software and services as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Dell Financial Services Payment Agreement

Public version

Commercial/Private Entity version

Proprietary to Dell Financial Services, LLC



Dell Financial Services Public Payment Agreement

DFS Public Payment Agreement Sep2021

Internal Use -

Dell Financial Services

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]
Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of _[DATE]_____between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of **"Products"** including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $_[AMOUNT FUNDING TO VENDOR(s)]_____for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. OBLIGATIONS ABSOLUTE: For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. . Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete

SAMPLE

description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a "**Default**"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. FUNDING INTENT: Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer's obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. NON-APPROPRIATION OF FUNDS: Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer's obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. ESSENTIAL USE: Customer represents that the use of the Products is essential to Customer's proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority.

9. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary's or clerk's certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

10. CHOICE OF LAW: This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties' consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY**.

SAMPLE

11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer:	xxxxxxxxxxxxxxxxxxxxxxxxxxxx	Payee:	Dell Financial Services L.L.C.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

SAMPLE

SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between_____("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

(a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
(b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
(c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

** The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.*

SAMPLE

SAMPLE OPINION LETTER FOR PAYMENT AGREEMENT TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To: Dell Financial Services L.L.C.
Add correct address

Ladies and Gentlemen:

We are counsel to _____(the "Customer" or "Maker") and, in that capacity, we have examined the Payment Agreement No. _____, dated as of _____, 20__, and the Payment Schedule thereto (collectively the "PA") between the Maker and Dell Financial Services L.L.C. (the "Payee").

Based on our examination of the PA and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Maker is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the PA and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The PA has been duly authorized, executed and delivered by _____*, _____ of the Maker by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the PA against the Maker;

(c) The PA constitutes the valid, legal and binding obligation of the Maker, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Maker of the PA and the transactions contemplated thereby;

(e) Maker has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the PA and the transactions contemplated thereby;

(f) The entering into and performance of the PA will not violate any judgment, order, law or regulation applicable to the Maker or result in any breach of, or constitute a default under, any instrument to which the Maker is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Maker or on the Products, other than those created by the PA;

(g) The Products are tangible personal property and when subject to use by the Maker will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Maker, will have a material adverse effect on the ability of the Maker to fulfill its obligations under the PA; and

(i) Maker has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Maker's current Fiscal Period to make the Payments scheduled to come due during Maker's current Fiscal Period and to meet its other obligations under the PA for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the PA.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Exhibit A Payment Schedule

[ADD AMORTIZATION TABLE HERE]

SAMPLE

Dell Financial Services

PAYMENT AGREEMENT

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]
Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of _[DATE]_____ between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, and schedules attached thereto) in connection with the acquisition of **"Products"** including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $_[AMOUNT FUNDING TO VENDOR(s)]_____ for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. OBLIGATIONS ABSOLUTE: For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or the maximum rate allowed by applicable law. Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make

any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a "**Default**"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA. This PA shall be governed by the laws of Texas and shall be deemed executed in this state as of the effective date. Any legal action related to this PA must be brought in Williamson County, Texas. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY**.

Payment Schedule

XX [monthly/quarterly/annual] payments of $XXXX.XX with the first payment due on mm/dd/yyyy and on the same day of each period thereafter. Total Payment Amounts $XX.XX.

Interest Rate: {{$eir }}%

Customer:	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Payee:	Dell Financial Services L.L.C.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Contract Number xxx-xxxxxx-xxx

CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

(a) the undersigned is a Corporate Officer or authorized signatory of Customer,
(b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite corporate action to execute, deliver and bind Customer to the Contract, and
(c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* *The signers on the Contract and this Certificate of Authority must be two different authorized signatories.*



Pharos Financial Services Commercial/Private Entity Payment Agreement



Contract Number xxx-xxxxxx-xxx

PAYMENT AGREEMENT

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]
Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of _[DATE]_____ between the Customer named above ("**Customer**") and Pharos Financial Services L.P. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, and schedules attached thereto) in connection with the acquisition of **"Products"** including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $_[AMOUNT FUNDING TO VENDOR(s)]_____ for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. OBLIGATIONS ABSOLUTE: For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or the maximum rate allowed by applicable law. Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be



entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a "**Default**"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. This PA shall be governed by the laws of Texas and shall be deemed executed in this state as of the effective date. Any legal action related to this PA must be brought in Williamson County, Texas. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY**.

Payment Schedule

XX [monthly/quarterly/annual] payments of $XXXX.XX with the first payment due on mm/dd/yyyy and on the same day of each period thereafter. Total Payment Amounts $XX.XX.

Interest Rate: {{$eir }}%

Customer:	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Payee:	Pharos Financial Services L.P. by and through its General Partner, Pharos Financial Services Inc.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



Contract Number xxx-xxxxxx-xxx

CERTIFICATE OF AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Pharos Financial Services L.P. ("**PFS**")

The undersigned hereby certifies to PFS, including its successors and assigns, that:

(a) the undersigned is a Corporate Officer or authorized signatory of Customer,
(b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite corporate action to execute, deliver and bind Customer to the Contract, and
(c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* *The signers on the Contract and this Certificate of Authority must be two different authorized signatories.*

DELL Technologies

Dell EMC Master Flexible Consumption Agreements and Schedules

Proprietary to Dell Technologies

Dell EMC APEX Flex on Demand (FOD) – Public Sector Terms Only

This Exhibit states the public sector terms that apply specifically to the APEX Flex on Demand (FOD) offering for consumption-based as-a-service. The General Terms are incorporated by reference into this Exhibit, which is the public sector Master Flexible Consumption Agreement and sample Flex on Demand (FOD) Schedule(s). If there is a conflict between this Exhibit and the General Terms, this Exhibit controls.

This Exhibit is comprised of the following documents, which are hereby incorporated by referenced and attached on the following pages:

1. **Master Flexible Consumption Agreement (MFCA) – Public Sector Only**

2. **Flex on Demand (FOD) Schedule – Public Sector Only**

Dell EMC PROPRIETARY AND CONFIDENTIAL

MASTER FLEXIBLE CONSUMPTION AGREEMENT
APEX FLEX ON DEMAND TERMS AND CONDITIONS – PUBLIC SECTOR ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S. STATE & LOCAL GOVERNMENT

This Master Flexible Consumption Agreement (this **"Master Agreement"** or **"MFCA")** is made effective as of _____ (the **"Effective Date"**) between the following parties:

EMC Corporation ("Dell EMC")		**Xxxxxxxxxxxxx ("Customer")**
176 South Street	**And**	**Xxxxxxxxxxxx**
Hopkinton, MA 01748		**Xxxxxxxxxxxxxxx**
Email for Legal Notices: LegalNotices@emc.com		**Email for Legal Notices:**

This MFCA governs Customer's access to and use of a configuration of Deployed Capacity on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the "**Schedule(s)**"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. "Billing Period" means the period of time identified on a Schedule for which DELL EMC will invoice Customer for its Flexible Consumption.

B. "**Customer Data**" means all data stored on the Deployed Capacity by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and DELL EMC, Customer Data is Customer's Confidential Information.

C. "Documentation" means the then-current, generally available, written user manuals and online help and guides provided by DELL EMC for Deployed Capacity.

D. "**Flexible Consumption**" means the amount of Customer's usage of the Deployed Capacity, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. "**Flexible Consumption Fee"** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by DELL EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. "**Flexible Consumption Period**" means the time period identified as such on a Schedule, and any DELL EMC approved extension(s) thereto.

G. "Installation Site" means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Deployed Capacity, or a subsequent location approved by DELL EMC.

H. "Monthly Committed Capacity" means the amount of capacity the Customer commits to paying for each monthas specified in a Schedule regardless of it actual consumption of capacity.

I. "Deployed Capacity" means collectively: (a)**"Equipment"** (which is EMC-branded or Dell-branded hardware that DELL EMC provides to Customer under this Master Agreement); and (b) **"Software"** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. The Deployed Capacity exclude Third Party Products.

J. "Prime Contract" means, if applicable, the contract (Prime Contract) and any applicable purchase order, task order or delivery order between Customer and the state or local government entity for the Deployed Capacity and Support Services described in an applicable Schedule issued under this Agreement.

K. "Return" of Deployed Capacity means the earlier to occur of (a) DELL EMC taking possession of the Deployed Capacity at the Installation Site, or (b) DELL EMC receiving and accepting a return of the Deployed Capacity.

L. "Support Services" mean services for the support and maintenance of Deployed Capacity as described in the Applicable Schedule.

M. "**Third Party Deployed Capacity**" means hardware, software, or services that are not "Dell" branded, "EMC" branded, or "DELL EMC" branded.

N. "Warranty Period" means for a specific Deployed Capacity, the period of warranty coverage listed at: https://www.delltechnologies.com/content/dam/digitalasset

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s/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Deployed Capacity, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order, task order or delivery order pursuant to the Prime Contract, if applicable, to DELL EMC that incorporates by reference in its entirety the terms and conditions of such Schedule and this Agreement. DELL EMC indicates its approval of Customer's purchase order by (i) counter-signing a Schedule and any purchase order, task order or delivery order, if applicable, executed by Customer and (ii) shipping the applicable Deployed Capacity to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. DELL EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. DELL EMC may conduct such activity through the use of electronic means and/or on-site inspection by DELL EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Deployed Capacity and DELL EMC. Customer authorizes DELL EMC to store at the Installation Site, or load onto Deployed Capacity used for electronic communications, such equipment and programming as may be needed by DELL EMC to track usage levels or perform any Support Services for Deployed Capacity and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give DELL EMC reasonable access thereto. DELL EMC shall cooperate with Customer to minimize the impact of any DELL EMC on-site inspection to Customer's operations.

D. Payment and Assignment. DELL EMC or if applicable, its assignee, shall invoice Customer monthly. Customer shall pay invoices in full and in the same currency as the invoice within thirty (30) days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate under any applicable Prompt Payment Act, if any. No credit cards will be accepted as a form of payment. Payments to DELL EMC's assignee of any amounts due shall not be subject to reduction or setoff. Subject to any right of non-appropriation pursuant to Section 10.B herein, Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by DELL EMC are exclusive of, and Customer shall pay or reimburse DELL EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on DELL EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to DELL EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, DELL EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than DELL EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, DELL EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if DELL EMC is unable to monitor for a period of more than thirty (30) days, DELL EMC shall invoice, and the Customr shall pay, either (a) the maximum capacity of the Deployed Capacity, or (b) such other maximum rate described in the Schedule, if applicable. If DELL EMC is unable to monitor the Flexible Consumption due to any failure which is caused by DELL EMC (e.g. failure of the modem, software or other equipment used by DELL EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. DELL EMC shall promptly notify Customer of an inability to electronically and or physically access the Deployed Capacity, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Deployed Capacity, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Deployed Capacity; and (iii) servers and network connectivity required to support Deployed Capacity.

B. Deployed Capacity Shipment. DELL EMC shall deliver the Deployed Capacity by common carrier to the Installation Site. Software may be provided by (i) shipment

PLEASE SIGN ELECTRONICALLY AND RETURN

of physical media; or (ii) electronic download (when so offered by DELL EMC).

C. Risk of Loss. DELL EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the DELL EMC Deployed Capacity until the time of arrival of the Deployed Capacity at the Installation Site(s) and Customer shall bear such risk from such time on until the Deployed Capacity is Returned. If any loss, theft, damage or destruction to the Deployed Capacity occurs during the time Customer bears such risk, DELL EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts DELL EMC's ability to provide such Flexible Consumption until such time as the Deployed Capacity is repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Deployed Capacity is materially damaged, stolen or destroyed, Customer shall promptly notify DELL EMC.

D. Customer Insurance Coverage. Subject to any applicable law or regulation to the contrary, Customer must insure the Deployed Capacity (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Deployed Capacity, and (b) loss or damage to the Deployed Capacity from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Deployed Capacity of the same nature as the Deployed Capacity would normally insure such Deployed Capacity. In regard to (a) and (b), DELL EMC will be named as co-insured and loss payee respectively, unless otherwise prohibited by law. Upon DELL EMC's prior written consent, Customer may meet the above insurance requirements with its existing self-insurance program, as provided under applicable law. Upon DELL EMC's request Customer must show DELL EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify DELL EMC of any loss claim and Customer must not settle any claims without DELL EMC's agreement.

E. Personal Property and Identification. Title to Deployed Capacity provided by DELL EMC pursuant to any Schedule remains with DELL EMC at all times and Customer shall have no right or interest in such Deployed Capacity except as provided in this Master Agreement and related Schedule. All Deployed Capacity shall remain personal property of DELL EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of DELL EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by DELL EMC; and (ii) not remove such without the prior written consent of DELL EMC. Customer may not change the Installation Site without DELL EMC's prior written consent. Customer shall give DELL EMC immediate written notice of any attachment or judicial process affecting the Deployed Capacity or DELL EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that DELL EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, DELL EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that DELL EMC does not handle, process, or direct the use of Customer Data.

G. Return of Deployed Capacity; Data Migration. Prior to any Return of Deployed Capacity, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Deployed Capacity) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Deployed Capacity will be Returned to DELL EMC. Customer is liable for any Return costs and shall reimburse DELL EMC for the reasonable value of any Deployed Capacity that is not Returned or is Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS. License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by DELL EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. DELL EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. DELL EMC Warranty. During the Warranty Period, DELL EMC will maintain a Deployed Capacity's ability to

NOT FOR DELIVERY AND USE

perform substantially in accordance with the related Documentation. Customer shall promptly provide DELL EMC with written notice of any material defect of which it becomes aware. DELL EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If DELL EMC fails to cure such defect within the Cure Period, DELL EMC's entire liability and Customer's exclusive remedy shall be for DELL EMC to substitute the defective Deployed Capacity with an identical or equivalent Deployed Capacity model.

B. Exclusions. DELL EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Deployed Capacity related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Deployed Capacity is used or other causes beyond DELL EMC's control; (iii) installation, operation or use not in accordance with DELL EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Deployed Capacity was not designed; (v) modification, alteration or repair by anyone other than DELL EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. DELL EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without DELL EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO DEPLOYED CAPACITY, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DELL EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. DELL EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Warranties.

(i). Validity and Documentation. Customer represents, warrants and covenants to DELL EMC and will provide to DELL EMC at DELL EMC's request all documents deemed necessary or appropriate by DELL EMC, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to DELL EMC) and Opinions of Counsel (in substantially such form as provided to Customer by DELL EMC and otherwise satisfactory to DELL EMC)(together "Documentation") to the effect that, as of the time Customer enters into this Agreement and each Schedule that:

(a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the MFCA or any Schedule, with full power and authority to enter into this MFCA and any Schedules and perform all of its obligations under the Schedules;

(b) The MFCA and each Schedule have been duly authorized, authenticated and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this MFCA and each Schedule against Customer;

(c) This MFCA and each Schedule constitute the valid, legal and binding obligations of Customer, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the MFCA or any Schedule and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA and any Schedule and the acquisition by Customer of the Deployed Capacity;

(f) The entering into and performance of the MFCA or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of DELL EMC or on the Deployed Capacity, other than those created pursuant to this MFCA;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA or any Schedule;

(h) The Deployed Capacity is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Commited Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during

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the applicable Flexible Consumption Period. The Deployed Capacity will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and

(i) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumtion Fees and other obligations under this MFCA and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

E. Operating Environment Warranty. Customer shall, at its expense, operate the Deployed Capacity with reasonable care and in accordance with the Documentation, and keep the Deployed Capacity located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

A. IP Indemnity. DELL EMC will: (a) defend Customer against any third party claim that Deployed Capacity or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Deployed Capacity from DELL EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by DELL EMC. In addition, should any Deployed Capacity or Support Service become, or in DELL EMC's opinion be likely to become, the subject of such a Claim, DELL EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Deployed Capacity or Support Service; (b) modify the affected Deployed Capacity or Support Service to make them non-infringing; (c) replace the affected Deployed Capacity or Support Service with non-infringing substitutes; or (d) notify Customer to return the Deployed Capacity and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this Section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Deployed Capacity or Support Services, and nothing in this Master Agreement or elsewhere will obligate DELL EMC to provide any greater indemnity.

B. Exclusions from Indemnity. DELL EMC has no obligation under Section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Deployed Capacity or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Deployed Capacity or Support Service was not designed, or use after DELL EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Deployed Capacity or Support Service made by any person other than DELL EMC or its authorized representatives; (4) any modification to the Deployed Capacity or Support Service made by DELL EMC pursuant to instructions, designs, specifications or any other information provided to DELL EMC by or on behalf of Customer; (5) use of any version of a Deployed Capacity when an upgrade or newer iteration of the Deployed Capacity or Support Service made available by DELL EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Deployed Capacity or Support Services.

C. Indemnification Process. DELL EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to DELL EMC and taking reasonable steps to mitigate damages; (b) granting to DELL EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with DELL EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE DEPLOYED CAPACITY, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR DELL EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL,

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EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within () the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and DELL EMC have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which DELL EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, DELL EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party's group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule (whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation.

9. TRADE COMPLIANCE.

Customer's usage of DELL EMC's Deployed Capacity or Support Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10.TERM; APPROPRIATION OF FUNDS; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Appropriation of Funds.

(i) Customer reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible Consumption Fees during the Flexible Consumption Period defined in Table 3.3 on each applicable Schedule and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid. The parties intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a Schedule constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

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(ii) Customer may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate or other such documentation as reasonably requested by and provided to DELL EMC) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Schedule beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Deployed Capacity shall cease and Customer shall surrender the Deployed Capacity in accordance with Section 3.F and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented price of any component(s) of the DELL EMC Deployed Capacity not returned by Customer and for any damage to the DELL EMC Deployed Capacity beyond normal wear and tear. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection B.

(iii) Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Flexible Consuption Period for adequate funds to meet its obligations hereunder and to continue the Schedule in force.

C. Events of Default. Notwithstanding Customer's rights under Section 10 B. to non-appropriate, the occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

D. Remedies. If an Event of Default shall occur, DELL EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Deployed Capacity as provided in Section 3G and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by DELL EMC in retaking possession of the Deployed Capacity and/or seeking to recover amounts due. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection D.

11. MISCELLANEOUS.

A. Notices. Notice to DELL EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC
Attn: Contracts Manager
Dell Legal Department
One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect,

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C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by DELL EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of DELL EMC's assets or any deemed assignment or transfer by DELL EMC by reason of merger, consolidation, change-in-control or corporate reorganization. DELL EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that DELL EMC remains responsible to Customer for the Services' performance.

D. Governing Law.

This Master Agreement is governed by the laws of the State in which Customer is located. Subject to applicable state and local laws, the exclusive venue for all litigation arising between the parties related to this Agreement and any Schedules issued hereunder shall be in the federal courts sitting within the State in which Customer is located. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY..

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. In addition to providing the Documentation that may be requested by DELL EMC under Section 5D(i) above, Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as DELL EMC may from time to time reasonably request and subject to the applicable confidentiality terms as provided for in Section 8.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended) In the event of a conflict between the terms of the MFCA and any Prime Contract, the MFCA shall prevail.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")	**CUSTOMER NAME ("Customer")**
By:_____	**By:**_____
Name (Print):_____	**Name (Print):**_____
Title:_____	**Title:**_____

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APEX FLEX ON DEMAND SCHEDULE TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – PUBLIC SECTOR ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S. STATE & LOCAL GOVERNMENT

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Deployed Capacity from the Dell entity identified below ("**DELL EMC**"). Customer's use of the Deployed Capacity is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with DELL EMC dated on or** about: _____
Name of Dell EMC entity ("DELL EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of DELL EMC and Customer with regard to the Deployed Capacity listed on the Attachment 1 hereto. This Schedule, when signed by DELL EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall begin on either (i) the first day of the first month following the date the Deployed Capacity has been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Deployed Capacity, (ii) the first day of the second month following the Deployed Capacity's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Deployed Capacity; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Deployed Capacity. The Deployed Capacity subject to this Schedule is listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Software Use Rights Guide at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Deployed Capacity during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Deployed Capacity and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, DELL EMC will measure the usage of the Deployed Capacity on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for

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usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Deployed Capacity and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Deployed Capacity based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Deployed Capacity as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay DELL EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, DELL EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by DELL EMC..

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Deployed Capacity is made available for pick-up by DELL EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to DELL EMC in connection with this Schedule. If DELL EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then DELL EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When DELL EMC and Customer have agreed on the increase, DELL EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and DELL EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

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Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period			
80%	$ -	$ -	$ -
70%	$ -	$ -	$ -
60%	$ -	$ -	$ -
	48 Months	54 Months	60 Months

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify DELL EMC that Customer no longer wishes to use the Deployed Capacity. Customer shall completely migrate its information and data off of the Deployed Capacity and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Deployed Capacity will be returned to DELL EMC. However, until Customer notifies DELL EMC that Customer has removed its data and the Deployed Capacity has been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to DELL EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. DELL EMC shall deliver all Deployed Capacity to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, DELL EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by DELL EMC, the assignee shall have all DELL EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against DELL EMC or any third party. Customer and DELL EMC agree that a signed Schedule may be amended by written notice from DELL EMC to Customer provided such notice is to correct the serial (or service tag) number of Deployed Capacity.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION ("DELL EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

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Attachment 1

Product list to be added

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Dell EMC APEX Flex on Demand (FOD) – Commercial Terms Only

This Exhibit states commercial terms that apply specifically to the APEX Flex on Demand (FOD) offering for consumption-based as-a-service. The General Terms are incorporated by reference into this Exhibit, which is the commercial Master Flexible Consumption Agreement and sample Flex on Demand (FOD) Schedule(s). If there is a conflict between this Exhibit and the General Terms, this Exhibit controls.

This Exhibit is comprised of the following documents, which are hereby incorporated by referenced and attached on the following pages:

1. **Master Flexible Consumption Agreement (MFCA) – Commercial Use Only**

2. **Flex on Demand (FOD) Schedule – Commercial Use Only**

MASTER FLEXIBLE CONSUMPTION AGREEMENT
APEX FLEX ON DEMAND TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S.

This Master Flexible Consumption Agreement (this **"Master Agreement"** or **"MFCA")** is made effective as of _____ (the **"Effective Date"**) between the following parties:

EMC Corporation ("Dell EMC")		**Xxxxxxxxxxxxx ("Customer")**
176 South Street	**And**	**Xxxxxxxxxxxx**
Hopkinton, MA 01748		**Xxxxxxxxxxxxxxx**
Email for Legal Notices: LegalNotices@emc.com		**Email for Legal Notices:**

This MFCA governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the "**Schedule(s)**"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. "Billing Period" means the period of time identified on a Schedule for which Dell EMC will invoice Customer for its Flexible Consumption.

B. "**Customer Data**" means all data stored on the Products by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith).

C. "Documentation" means the then-current, generally available, written user manuals and online help and guides provided by Dell EMC for Products.

D. "**Flexible Consumption**" means the amount of Customer's usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. "**Flexible Consumption Fee"** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by Dell EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. "**Flexible Consumption Period**" means the time period identified as such on a Schedule, and any Dell EMC approved extension(s) thereto.

G. "Installation Site" means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by Dell EMC**.**

H. "Monthly Committed Capacity" means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of it actual consumption of capacity.

I. "Products" means collectively: (a)**"Equipment"** (which is EMC-branded or Dell-branded hardware that Dell EMC provides to Customer under this Master Agreement); and (b) **"Software"** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. Products exclude Third Party Products.

J. "Return" of a Product means the earlier to occur of (a) Dell EMC taking possession of the Product at the Installation Site, or (b) Dell EMC receiving and accepting a return of the Product.

K. "Support Services" mean services for the support and maintenance of Products as described in the Applicable Schedule.

L. "**Third Party Products**" means hardware, software, or services that are not "Dell" branded, "EMC" branded, or "Dell EMC" branded.

M. "Warranty Period" means for a specific Product, the period of warranty coverage listed at: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to Dell EMC that references such Schedule. Dell EMC indicates its approval of Customer's purchase order by (i) counter-signing a Schedule executed by Customer and (ii) shipping the applicable Products to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. Dell EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. Dell EMC may conduct such activity through the use of

electronic means and/or on-site inspection by Dell EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Products and Dell EMC. Customer authorizes Dell EMC to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Dell EMC to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Dell EMC reasonable access thereto. Dell EMC shall cooperate with Customer to minimize the impact of any Dell EMC on-site inspection to Customer's operations.

D. Payment. Customer shall pay Dell EMC's invoices in full and in the same currency as the Dell EMC invoice within thirty (30) days after the date of Dell EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by Dell EMC are exclusive of, and Customer shall pay or reimburse Dell EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on Dell EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Dell EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, Dell EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Dell EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, Dell EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Dell EMC is unable to monitor for a period of more than thirty (30) days, Dell EMC shall invoice, and the Customr shall pay, either (a) the maximum capacity of the Products, or (b) such other maximum rate described in the Schedule, if applicable. If Dell EMC is unable to monitor the Flexible Consumption due to any failure which is caused by Dell EMC (e.g. failure of the modem, software or other equipment used by Dell EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. Dell EMC shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

B. Product Shipment. Dell EMC shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered by Dell EMC).

C. Risk of Loss. Dell EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the Dell EMC Products until the time of arrival of the Products at the Installation Site(s) and Customer shall bear such risk from such time on until the Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, Dell EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts Dell EMC's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify Dell EMC.

D. Customer Insurance Coverage. Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Dell EMC will be named as co-insured and loss payee respectively. Upon Dell EMC's request Customer must show Dell EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify Dell EMC of any loss claim and Customer must not settle any claims without Dell EMC's agreement.

E. Personal Property and Identification. Title to Products provided by Dell EMC pursuant to any Schedule remains with Dell EMC at all times and Customer shall have no right or interest in such Products except as provided in this Master Agreement and related Schedule. All Products shall remain personal property of Dell EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of Dell EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by Dell EMC; and (ii) not remove such without the prior written consent of Dell

EMC. Customer may not change the Installation Site without Dell EMC's prior written consent. Customer shall give Dell EMC immediate written notice of any attachment or judicial process affecting the Products or Dell EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that Dell EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, Dell EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that Dell EMC does not handle, process, or direct the use of Customer Data.

G. Return of Products; Data Migration. Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned to Dell EMC. Customer is liable for any Return costs and shall reimburse Dell EMC for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS.

License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by Dell EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. Dell EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. Dell EMC Warranty. During the Warranty Period, Dell EMC will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide Dell EMC with written notice of any material defect of which it becomes aware. Dell EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If Dell EMC fails to cure such defect within the Cure Period, Dell EMC's entire liability and Customer's exclusive remedy shall be for Dell EMC to substitute the defective Product with an identical or equivalent Product model.

B. Exclusions. Dell EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Dell EMC's control; (iii) installation, operation or use not in accordance with Dell EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Dell EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. Dell EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without Dell EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, Dell EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. Dell EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Operating Environment Warranty. Customer shall, at its expense, operate the Products with reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

6.1 IP Indemnity. Dell EMC will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or

trade secret enforceable in the country where Customer acquired the Product from Dell EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by Dell EMC. In addition, should any Product or Support Service become, or in Dell EMC's opinion be likely to become, the subject of such a Claim, Dell EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Master Agreement or elsewhere will obligate Dell EMC to provide any greater indemnity.

6.2 Exclusions from Indemnity. Dell EMC has no obligation under section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after Dell EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than Dell EMC or its authorized representatives; (4) any modification to the Product or Support Service made by Dell EMC pursuant to instructions, designs, specifications or any other information provided to Dell EMC by or on behalf of Customer; (5) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by Dell EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Products or Support Services.

6.3 Indemnification Process. Dell EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to Dell EMC and taking reasonable steps to mitigate damages; (b) granting to Dell EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with Dell EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF Dell EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR Dell EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within () the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. TRADE COMPLIANCE.

Customer's usage of Dell EMC's Products or Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

9. TERM; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is

intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Events of Default. The occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

C. Remedies. If an Event of Default shall occur, Dell EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Products as provided in Section 3G and/or if requested by Dell EMC, assemble the Products in a single location designated by Dell EMC granting Dell EMC the right to enter the premises where such Products are located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Dell EMC to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell EMC in retaking possession of the Products and/or seeking to recover amounts due. Dell EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C.

10. MISCELLANEOUS.

A. Notices. Notice to Dell EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC
Attn: Contracts Manager
Dell Legal Department
One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by Dell EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of Dell EMC's assets or any deemed assignment or transfer by Dell EMC by reason of merger, consolidation, change-in-control or corporate reorganization. Dell EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that Dell EMC remains responsible to Customer for the Services' performance.

D. Governing Law. This Master Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Texas will be the exclusive jurisdiction for disputes arising out of or in connection with this Master Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as Dell EMC may from time to time reasonably request.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended).

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")	**CUSTOMER NAME ("Customer")**
By:_____	**By:**_____
Name (Print):_____	**Name (Print):**_____
Title:_____	**Title:**_____

APEX FLEX ON DEMAND SCHEDULE (DIRECT) TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL Technologies

For DELL EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S.

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible

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Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

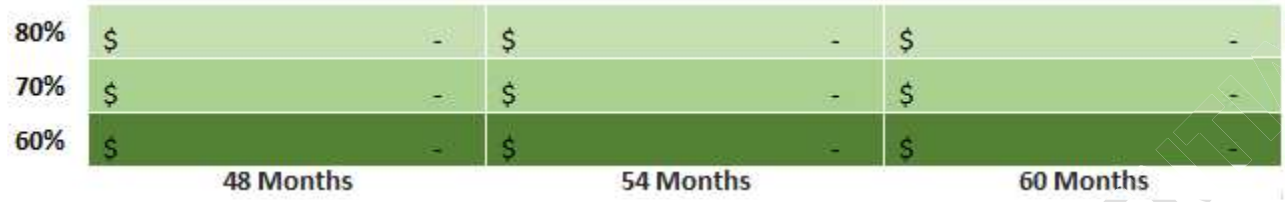
3.4 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised

Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period



3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).

Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

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Attachment 1

Product list to be added

APEX FLEX ON DEMAND SCHEDULE (VxRail) TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL EMC

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) VxRail – U.S.

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to

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Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: **"Consumed Raw Storage"** shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and includes storage used for Protection/RAID overhead and (where appropriate) dynamic sparing overhead on the System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication.

This definition means that storage consumed on the Asset(s) that cannot be reused by other means is converted to a Raw format by adding the parity and protection overheads.

"Consumed Physical Node RAM" shall mean the amount of a physical node's Random-Access Memory that is a utilized at a given point in time expressed in units of GiB.

This unit of measure is represented as a mean average over a defined period of time, e.g. daily, weekly or monthly. This measure includes RAM consumption as a result of the operating system, hypervisor or any other software running on the physical node.

3.3 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.4 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Table 3.3 – Billing Information - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when

customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

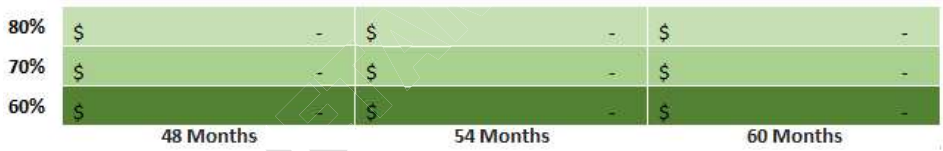
3.5 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

STORAGE



MEMORY



3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print):_____

Title:_____

ABC ("Customer")

By (Sign): _____

Name (Print):_____

Title:_____

Attachment 1

Product list to be added

Dell EMC PROPRIETARY AND CONFIDENTIAL

APEX FLEX ON DEMAND SCHEDULE (PowerFlex) TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule for PowerFlex (Flex on Demand) - US

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2 Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage for compute on an hourly basis in Activated Node Hour (as defined below). Dell EMC will measure the usage for storage on a daily basis as Consumed Useable Storage (as defined below). Dell EMC shall issue a monthly invoice in arrears to Customer. The Monthly Flexible Consumption Fee for usage is based on (i) a minimum

committed amount of use for compute (the **"Monthly Committed Hours"**); (ii) a minimum committed amount for storage (the **"Monthly Committed Capacity"**), plus (iii) any use in excess thereof (**"Reserve Hours"** for compute and **"Reserve Capacity"** for storage) as applicable. (a) For compute, the Total Available Hours, Total Committed Hours and Reserve Hours are measured by means of the following metrics: "**Activated Node-Hour"** means the unit of measure that represents a single hour of a physical node that is activated. The Activated Node-Hour is derived from the physical node's aggregated peak CPU utilization percentage the amount of a physical node's CPU that is a utilized at a given point in time expressed as a percentage of the asset's total available CPU), for all CPUs within the node. This unit of measure uses a threshold of greater than or equal to 5%., meaning that should the server display a maximum (peak) CPU utilization of greater than or equal to 5% at any time during the hour and for any length of time, the whole hour is charged. This measure includes CPU utilization as a result of the operating system, hypervisor or any other software running on the physical node. (b) For storage, the Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: "**Consumed Useable Storage"** shall mean the amount of Storage written or reserved by the Products(s) to provide storage to servers or used for maintaining replicas of server storage. This measure does not include storage used for (i) disk formatting or dedicated spare disks; (ii) storage used for Protection/RAID; and (iii) dynamic or virtual sparing overhead on the system. Consumed Useable Storage is determined after the application of storage reduction techniques performed by the Products such as compression and de-duplication. Any Consumed Useable Storage that Customer activates for use shall be charged.

3.2 Capacities and Asset Metering.

3.2.1 Compute. Table 3.2.1 Sets forth the Total Available Hours for compute. The Total Available Hours is based on the number of nodes and the number of days in the applicable calendar month as follows:

Table 3.2.1 – Available Hours Information- Compute				
	28 Day Month	29 Day Month	30 Day Month	31 Day Month
Total Available Hours per node	672 Available Hours	696 Available Hours	720 Available Hours	744 Available Hours
Monthly Committed Hours per Node	X% X Available Hours	X%, X Available Hours	X% X Available Hours	X% X Available Hours

The Total Reserve Hours available in any one month may vary depending on the number of nodes and the number of days in the applicable calendar month.

3.2.2 Storage. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. "Metered Total Capacity" means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.2.2). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fees.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxx (xx) months but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)

3.3.1 Compute: Table 3.3.1 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Hours. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Hours and plus the fee for the Reserve Hours, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. Customer is responsible to pay Dell EMC the fees for the Monthly Committed Hours in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Hours. If Customer's monthly use exceeds the Monthly Committed Hours, Dell EMC shall calculate the amount of charges for the Reserve Hours usage using the Monthly Unit Rate set forth in Table 3.3.1 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3.1 – Billing Information – Compute

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Total Available Nodes	X
Monthly Committed Hours as a Percentage of Total Available Hours	xx%
Monthly Unit Rate (Charge per Activated Node Hour per Month)	xxxx
Monthly Flexible Consumption Fee for Monthly Committed Hours	xxxx

3.3.2 Storage. Table 3.3.2 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity plus the fee for use of the Reserve Capacity, if any, during that Billing Period. The fee for use of Reserve Capacity is calculated by multiplying the applicable amount of use by the Monthly Unit Rate. Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If Customer's monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of charges for the Reserve Capacity usage using the Monthly Unit Rate set forth in Table 3.3.2 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3.2 – Billing Information- Storage	
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

3.4 Purchase Order Requirements. The minimum amount of the purchase order is shown in Table 3.4 below. Customer's initial purchase order shall specify an amount that is at least equal to the sum of the Monthly Committed Hours plus the Monthly Committed Capacity, together multiplied by the number of months in the Flexible Consumption Period. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Hours and Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s). If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify Customer. Upon agreement on the additional funds required for the remaining Flexible Consumption period, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount:	Xxxxxx

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Hours; (ii) its Monthly Committed Capacity; and/or (iii) the duration of the Flexible Consumption Period at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increased commitment in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer amending (inter alia) the Billing Information in Table 3.3.1 and 3.3.2. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised fees for the Monthly Committed Hours/Capacity and the revised rates for Monthly Unit Rate shall commence on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

Compute:

Rate table to be added

Storage:

Rate table to be added

3.6 Renewal and/or Month-to-Month Extension. . At least sixty (60) days prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC if Customer intends to continue to use the Product or to Return the Products. If Customer intends to Return the Products, Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, within seven (7) days of the end of a Billing Period, when the Products will be returned to Dell EMC. Until Customer notifies Dell EMC that Customer has removed its data and the Products have been Returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC. In order to implement a new agreement, the parties shall execute an amendment to this Schedule. In connection therewith, Customer shall issue a new purchase order that fulfills the requirements of the new agreement.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on Attachment 1 hereto. Other services may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).

Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print):_____

Title:_____

ABC ("Customer")

By (Sign): _____

Name (Print):_____

Title:_____

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Attachment 1

Product list to be added

APEX FLEX ON DEMAND SCHEDULE (WITH DATA PROTECTION)
TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL EMC

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand with Data Protection) – U.S.

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and receive the benefit of certain Products and the Data Protection Service (as defined below) from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products and services listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products and Data Protection Service; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

2.5 Data Protection Service Description and Terms. The Data Protection Service subject to this Schedule is listed on Attachment1. The service description for the Data Protection Service identified in this Schedule is located at: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/managed-services-for-data-protection-with-flex-on-demand-sd-en.pdf ("Data Protection

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Service"). The Data Protection Service will be provided in accordance with the following terms: https://i.dell.com/sites/csdocuments/Legal_Docs/en/dtmscloudtscs.pdf ("Data Protection Terms"). In the event of a conflict between the Data Protection Terms and the terms of this Schedule, the Terms of this Schedule shall govern.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to receive the Data Protection Service and to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee (inclusive of the monthly fee for the Data Protection Service), the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rates; Billing Period; Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period, and the Fee for the Monthly Committed Capacity. The Fee for the Monthly Committed Capacity shall be inclusive of the monthly fee for the Data Protection Service. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity plus the fee for the Reserve Capacity, if any, used during that Billing Period. The storage fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity and Data Protection	Xxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify the Customer. Upon agreement on the additional funds required for the remaining Flexible Consumption Period, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed

Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period



3.6 Renewal and/or Month-to-Month Extension. At least sixty (60) days prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC if Customer intends to continue to use the Products and Data Protection Service or to Return the Products and discontinue the service. If Customer intends to Return the Products, Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, within seven (7) days with the end of a Billing Period, when the Products will be returned to Dell EMC. Until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, the parties shall execute and amendment to this Schedule Customer shall issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services may be made available under a separate agreement between the parties. .

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).

Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to and shall be considered incorporated into this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Monthly Committed Capacity, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

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Attachment 1

Product list to be added

APEX FLEX ON DEMAND SCHEDULE (US - ONE YEAR FLEX)
TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL EMC

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – US (One Year Flex)

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

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3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.6 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.7 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Twelve (12) months, with renewal thereafter on a quarterly basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.8 Purchase Order Requirements. Customer's initial purchase order must be for an amount that is equal to (i) the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period, plus (ii) an additional twenty (20%) percent above the Committed Contract Value (the "Reserve Amount"). The amount of the purchase order is shown in Table 3.4 below. The Reserve Amount is to enable Dell EMC to continue to bill Customer during and through the Flexible Consumption Period for the use of Monthly Reserve Capacity above the Monthly Committed Capacity. Dell EMC shall not bill against the Reserve Amount of the purchase order unless and until Customer uses Monthly Reserve Capacity. Customer shall pay all invoices for Flexible Consumption Fees, including those that contain charges for use of Monthly Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify Customer. Upon agreement of both parties, Customer shall promptly issue a related purchase order for the remaining Flexible Consumption Period.

Table 3.4 – Purchase Order Amount	
12-month Committed Contract Value	$ X,XXX,XXX
Reserve Amount for use of any Monthly Reserve Capacity:	$ X, XXX,XXX
Total Customer Purchase Order amount is:	$ X, XXX,XXX

3.9 Schedule Amendments during the Flexible Consumption Period

3.9.1 Increasing Monthly Committed Capacity during the Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase its Monthly Committed Capacity; at the applicable Monthly Unit Rates stated in Table 3.5 below. The parties shall execute an amendment to this Schedule to document such change and if necessary, Customer shall provide a purchase order for the increased Monthly Committed Capacity. Thereafter Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment.

3.9.2 Extending the duration of the Flexible Consumption Period. Customer can elect to extend the duration of the Flexible Consumption period beyond the original term, at the applicable Monthly Unit Rates stated in Table 3.5 below. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original starting date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was twelve (12) months and the amendment adds twelve (12) months, then the new Flexible Consumption Period is a total of twenty-four (24) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect. The parties shall execute an amendment to this Schedule to document such change and if necessary, Customer shall provide a purchase order for the extended duration.

Table 3.5 – Pricing for Increasing Monthly Committed Capacity or Extension of Flexible Consumption Period
Rate table to be added

3.6 Expiration of Flexible Consumption Period At least thirty (30) days prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC if Customer intends to Return the Products per the Governing Agreement, including but not limited to migrating and erasing all Customer Data off of the Products. The parties will establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. If Customer fails to Return the Products as provided for under the Governing Agreement within ten (10) days of expiration of the applicable term, this Schedule shall renew for an additional three (3) month term, until either party provides at least thirty (30) days advanced notice of its intent to terminate the Schedule at the end of the then-current term. Customer agrees to pay all charges incurred on a quarterly extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION ("Dell EMC")	**ABC ("Customer")**
By (Sign): _____	By (Sign): _____
Name (Print):_____	Name (Print):_____
Title:_____	Title:_____

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Attachment 1

Product list to be added

APEX FLEX ON DEMAND SCHEDULE (IDPA)
TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

DELL EMC

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S. (IDPA)

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

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3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the "**Monthly Committed Capacity**") plus any usage in excess thereof (use of the **"Monthly Reserve Capacity").** The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: **"Consumed Useable Storage"** shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and does not include storage used for Protection/RAID and (where appropriate) dynamic or virtual sparing overhead on the System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication.

This definition means that storage consumed on the Asset(s) that cannot be reused by other means is billed directly.

3.10 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **"Metered Total Capacity"** means the reported capacity of the Products based upon Customer's storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.11 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.12 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

	48 Months	54 Months	60 Months
80%	$ -	$ -	$ -
70%	$ -	$ -	$ -
60%	$ -	$ -	$ -

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

3.7 Option to Refresh; Capacity Upgrades. Customer shall have the option to (i) refresh the IDPA Products technology with the next generation of the IDPA Product per the schedule contained in Table 3.7 below (The "IDPA Refresh"), or (ii) upgrade the Product Capacity under this Schedule ("Capacity Upgrade"), subject to the following terms:

3.7.1 Definitions.
IDPA Refresh: Customer elects to replace the existing node and deploy a newer node revision.
Capacity Upgrade: Customer elects to increase the capacity in the existing node.

3.7.2 Technology Refresh: term extension, pricing and limitations. Customer may refresh its then-current IDPA Product configuration (the "Legacy Product") by executing an amendment to this Schedule. The amendment shall document, among other items, the inclusion of the IDPA Refresh product, the extension of the applicable Flexible Consumption Period, and any rate changes. If Customer elects to refresh its Product configuration to the same capacity, same contract term, same commitment level and same performance level of the Legacy Product, then pricing will remain the same as the pricing for the Legacy Product; pricing will be different for an IDPA Refresh with different capacity, different term, different commit or different performance levels than the Legacy Product. Customer may refresh to a higher capacity and performance Product configuration only if the Legacy Product utilization is >60% of the Legacy Product in the month preceding the refresh request. Any IDPA Refresh must be for an additional period of at least 36 months for a 36 month Legacy contract, 48 months for a 48 month Legacy contract and 60 months for a 60 month Legacy contract. Thereafter, the IDPA Refresh Product is not be eligible for an additional mid-term refresh. The customer can refresh to newer technology outside the period in table 3.7, but the price is not guaranteed.

3.7.3 Capacity Upgrades. At any time, Customers may upgrade their Legacy Product with additional drives (increased capacity) by executing an amendment to this Schedule. Customer may upgrade capacity only if the Legacy Product utilization is >60% of the Legacy Product capacity in the month preceding the upgrade request. If the Customer elects to upgrade capacity prior to applicable Refresh Date listed in Table 3.7, then option to refresh to newer technology will be delayed by at least 12 months from the time of upgrade and pricing will be re-negotiated at the time of upgrade.

3.7.4 Timing and new Flexible Consumption Period. Customer shall have up to ninety (90) days to migrate and erase data from the Legacy Product (the "Migration Period"). Migration and data erasure are out of scope of this Schedule. Such services may be made available under a separate contract signed by the parties. During the Migration Period, Dell EMC

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shall charge Customer for committed capacity and utilization applicable to the Legacy Product. Thereafter, the Customer shall be charged at the rate provided under the refresh amendment.

Table 3.7	
Initial Flexible Consumption Period	Refresh Date (allowed)
36 months	After Month 18 of initial Flexible Consumption Period, and up to 180 days following the end of the period.
48 months	After Month 24 of initial Flexible Consumption Period, and up to 180 days following the end of the period.
60 months	After Month 30 of initial Flexible Consumption Period, and up to 180 days following the end of the period.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

Attachment 1

Product list to be added

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APEX FLEX ON DEMAND SCHEDULE (SERVERS)
TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – COMMERCIAL USE ONLY

For Dell EMC Use Only
Contract ID _____

Flexible Consumption Schedule for Servers (Flex on Demand) – U.S.

This Flexible Consumption Schedule (the **"Schedule")** sets forth the terms under which the customer identified below ("**Customer**") may access and use certain Products from the Dell EMC entity identified below ("**Dell EMC**"). Customer's use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	**Governing Agreement:** **Customer's existing Master Flexible Consumption Agreement with Dell EMC dated on or** about: _____
Name of Dell EMC entity ("Dell EMC"): **EMC CORPORATION** **176 SOUTH STREET** **HOPKINTON MA 01748**	**Name of Customer:** **[xxxxx]** **Xxxx** **Xxxxxxx**

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer's facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product's arrival at the Installation Site (as applicable, the **"Commencement Date"**).

2. Listing of Products; Unit of Measure ("UOM") for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	**Xxxxxxxxxx**

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible

Consumption Period, Dell EMC will measure the usage of the Products on an hourly basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the **"Monthly Committed Hours**") plus any usage in excess thereof (use of the **"Reserve Hours").** The Total Available Hours, Total Committed Hours and Reserve Hours are measured by means of the following metric: **"Activated Node-Hour"** shall mean the unit of measure that represents a single hour of a physical node that is activated. The Activated Node-Hour is derived from the physical node's aggregated peak CPU utilization percentage (the amount of a physical node's CPU that is a utilized at a given point in time, expressed as a percentage of the asset's total available CPU), across all CPUs within the node.

This unit of measure uses a threshold of greater than or equal to 5%, meaning that should the server display a maximum (peak) CPU utilization of greater than or equal to 5% at any time during the hour and for any length of time, the whole hour is chargeable.

This measure includes CPU utilization as a result of the operating system, hypervisor or any other software running on the physical node.

3.13 Capacities and Asset Metering. Table 3.2 sets forth the Total Available Hours and Monthly Committed Hours on this Schedule. The Total Available Hours will be calculated based on the number of nodes X 24 hours/day X number of months in the Flexible Consumption Duration period X 365/12 (days per year/12 months per year). The Total Reserve Hours available in any one month may vary depending on the number of days in a month. The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per Hour per Month) and the Monthly Committed Hours as a Percentage of Total Available Hours remain fixed.

Table 3.2 – Capacity Information				
	28 Day Month	29 Day Month	30 Day Month	31 Day Month
Total Available Hours (Capacity per Node)	672 Available Hours	696 Available Hours	720 Available Hours	744 Available Hours
Monthly Committed Hours per Node	X% X Available Hours	X%, X Available Hours	X% X Available Hours	X% X Available Hours

3.14 Rate, Billing Period and Flexible Consumption Fee. Table 3.3 sets forth the Billing Period, Monthly Variable Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Hours. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Hours and plus the fee for the Reserve Hours, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Hours. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Hours in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Hours. If the monthly use is not greater than the Monthly Committed Hours, no Reserve Hours fee shall be due. If the monthly use exceeds the Monthly Committed Hours, Dell EMC shall calculate the amount of the Reserve Hours usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC. Dell EMC shall issue an invoice referencing this Schedule.

Table 3.3 – Billing Information – Server Type	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Hours as a Percentage of Total Available Hours	xx%
Monthly Unit Rate (Charge per Activated Node Hour per Month)	xxxx
Monthly Flexible Consumption Fee for Monthly Committed Hours	xxxx

Table 3.3 – Billing Information – Server Type	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxx (xx) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Hours as a Percentage of Total Available Hours	xx%
Monthly Unit Rate (Charge per Activated Node Hour per Month)	xxxx
Monthly Flexible Consumption Fee for Monthly Committed Hours	xxxx

Dell EMC PROPRIETARY AND CONFIDENTIAL

3.7 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Hours multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Hours, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	xxxxxx

3.8 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Hours; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Hours at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the Billing Information in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original starting date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period
Server Type
Server Type

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	**Installation Site(s), if any:**

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that

Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")	**ABC ("Customer")**
By (Sign): _____	By (Sign): _____
Name (Print):_____	Name (Print):_____
Title:_____	Title:_____

Dell EMC PROPRIETARY AND CONFIDENTIAL

Attachment 1

Product list to be added

Dell EMC CONFIDENTIAL AND PROPRIETARY



Dell Financial Services Master Usage Agreement

Master Usage Agreement - Public

No. xxx-xxxxxx-xxxx

This Master Usage Agreement (the "MUA") is entered into by and between Dell Financial Services L.L.C. ("DFS") and [_____] ("Customer") to provide specific terms and conditions applicable to the use of Equipment, acquisition of Software licenses and procurement of services by Customer.

Master Usage Agreement Objectives:

A. DFS, and its assigns (if applicable) as the"Usage Provider"is in the business of providing Customers the ability to use equipment owned by the Usage Provider or its assignee ("Equipment"), and acquire software licenses and procure services provided by third-parties ("Soft Cost Items") for Customer's business purposes..

B. This MUA sets forth the basis on which Usage Provider will provide usage to the Customer and sets forth the terms that will apply in respect of such usage.

C. This MUA and any associated Usage Schedules are contracts separate and distinct from any services agreement and associated statement of work ("Services Agreement") Customer may have with any entity not a party to this MUA.

1. Usage Agreement. Upon execution of a Usage Schedule, Usage Provider grants Customer the exclusive right to use the Equipment and acquire the Soft Cost Items, described in such duly executed Usage Schedule. A form of the Usage Schedule is attached hereto (the "Usage Schedule") as may be modified to include jurisdictional specific terms, as applicable. The "Usage Agreement" is comprised of the Usage Schedule and the terms of of this MUA and becomes effective upon execution of a Usage Schedule by the Customer and Usage Provider. Each Usage Agreement is an agreement separate and distinct from any other Usage Agreement. The Usage Provider will make available to Customer the Equipment and Soft Cost Items set forth in such Usage Schedule only if: no Event of Default (as defined below), or event that with notice or the lapse of time or both would constitute an Event of Default, is continuing. With respect to each Usage Agreement, in the event terms of the Usage Schedule and terms of this MUA conflict, the terms of the Usage Schedule shall control.

2. Acceptance; Schedule.

(a) Customer shall arrange for the Equipment and Soft Cost Items to be delivered to the Equipment Location specified in the relevant Usage Schedule. Customer shall be solely responsible for unpacking, inspecting and installing the Equipment and Soft Cost Items. Where Customer rejects the Equipment and Soft Cost Items for good cause, Customer must notify Usage Provider in writing of such rejection within five (5) business days from the date of delivery of such Equipment and Soft Cost Items to the initial ship-to location specified by the Customer (the "Acceptance Period"). Where Usage Provider sends a certificate of acceptance to Customer, Customer must sign and return such certificate to Usage Provider within the relevant Acceptance Period unless Customer has provided Usage Provider with notice of rejection. At the end of the Acceptance Period, the Equipment and Soft Cost Items will automatically be deemed to have been accepted by Customer if Usage Provider has not received either a notice of rejection from Customer and/or (where applicable) a signed certificate of acceptance from Customer. On the date of acceptance ("Acceptance Date"), Customer represents and warrants that Customer has selected the Equipment and Soft Cost Items subject to such Usage Schedule, and Customer has irrevocably accepted the Equipment and authorized Usage Provider to pay for the Soft Cost Items subject to such Usage Schedule.

(b) Usage Provider shall deliver to Customer a Schedule for Equipment and Soft Cost Items. Provided that the Usage Schedule contains no material error, Customer agrees to sign or otherwise authenticate and return each Usage Schedule within 5 days after Customer receives such Usage Schedule from Usage Provider. If the Usage Schedule is not signed or otherwise authenticated by Customer and returned to Usage Provider within the time provided in the prior sentence, then upon written notice from Usage Provider and Customer's failure to cure within 5 days of such notice, Usage Provider may require the Customer to purchase the Equipment and Soft Cost Items by paying the associated cost charged by the Equipment seller, plus any shipping charges, Taxes and Duties (defined below) and interest at the Overdue Rate (defined below) accruing from the date the Equipment and Soft Cost Items are shipped through the date of payment. If Customer returns any Equipment and Soft Cost Items in accordance with the Equipment seller's return policy (if any), it will notify Usage Provider. When Usage Provider receives a credit from the Equipment seller for the returned Equipment and Soft Cost Items, the Usage Schedule will be deemed amended to reflect the return of the items and Usage Provider will adjust its billing records and Customer's invoice for the applicable Schedule. In addition,

Customer and Usage Provider agree that a signed Schedule may be amended by written notice from Usage Provider to Customer provided such notice is (i) to correct the serial (or service tag) number of Equipment and Soft Cost Items or (ii) to adjust the related Usage Payment on the Usage Schedule (any increase up to 15% or any decrease) caused by any change made by Customer in Customer's order with the Equipment seller.

3. Ownership; Software. Usage Provider will hold title to the Equipment for the Term. The Equipment will remain personal property whether or not affixed to real property and Customer will not make such Equipment a fixture or a part of any real property upon which it is placed. Usage Provider will be the sole owner of the Equipment and will have sole title therein. Customer will not make any representation to any third-party inconsistent with Usage Provider's ownership of the Equipment. Customer may not assign or sell, transfer or sublease the Equipment or the Usage Agreement without the prior written consent of Usage Provider. Customer also agrees not to pledge or encumber the Equipment in any way and will keep the Equipment free of all security interests and will not do anything or permit anything to be done that might jeopardize Usage Provider's title and interest in and to the Equipment. "Software" means any operating system software or other software included as a Soft Cost Item. "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Equipment. Customer agrees that a Usage Agreement does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," and the like in a Usage Agreement with respect to Software and Licensed Materials shall be interpreted in accordance with this section.

4. Term. The initial term of each Usage Agreement ("Initial Term") begins on the Acceptance Date and continues through the Base Term Commencement Date and then for the Base Term (as each of the foregoing capitalized terms are defined in its applicable Usage Schedule). Any renewal term ("Renewal Term") begins at the end of, as applicable, the Initial Term or any preceding Renewal Term (the Initial Term and all Renewal Terms currently in effect, previously in effect, or which are to come into effect as provided in the Usage Schedule or by other written agreement of the parties, collectively, "Term"). A Usage Agreement is only cancellable by Customer in accordance with its express terms and is not in any way affected by the termination, expiry or suspension of operation of any other contract, including any Services Agreement. This MUA shall commence upon the date this Agreement is fully executed and shall continue until terminated in accordance with this MUA or by either party upon written notice to the other party when there are no outstanding Usage Schedules.

5. Usage Payments; Nature of Obligations; Flexible Consumption Terms.

(a) Customer will pay the Usage Payments in the amount and currency set forth in the Usage Schedule, plus all applicable Taxes, throughout the Term, in such manner as Usage Provider may specify in writing (including in any invoice), on the Due Dates (as defined in the applicable Usage Schedule). Whenever a Usage Payment or other amounts payable under a Usage Agreement are not paid when due, Customer must pay interest on such amounts at a rate equal to the lesser of 1-1/2% per month or the highest rate permitted by applicable law.

Customer agrees it is responsible for and will pay or reimburse to Usage Provider upon invoice all government imposed taxes, duties, fines assessed or imposed on the Usage Agreement, the Equipment and the Usage Payment (but excluding taxes imposed on Usage Provider's income) or any other amount payable with respect to the Usage Agreement (collectively "Taxes"). Customer acknowledges and agrees that payments under a Usage Agreement may be billed and collected together with payments due under the Services Agreement.

Subject to the Flexible Consumption Terms, Customer agrees that the obligations under a Usage Agreement, including (without limitation) Customer's obligations to pay all Usage Payments and other amounts hereunder, are independent of the obligations of the Services Agreement, and that Customer's obligation to pay all Usage Payments and other amounts due under a Usage Agreement is absolute and unconditional, notwithstanding any breach or non-performance under the Services Agreement or for any other reason whatsoever. Customer agrees that all Usage Payments and other amounts due under a Usage Agreement will be made without abatement, reduction, set-off, defence, counterclaim, interruption, deferment or recoupment for any reason whatsoever including without limitation, whether arising out of any claims by Customer against Usage Provider, or any other servicer or supplier or manufacturer of the Equipment, services or software or any other person, total or partial loss of the Equipment or of its use or possession. The unconditional obligation to pay such Usage Payments is independent of any obligations under the Services Agreement and the termination of the Services Agreement shall not relieve Customer from making any payments under a Usage Agreement.

ONLY IN REGARDS TO A USAGE AGREEMENT AND ONLY TO THE EXTENT PERMITTED UNDER LAW, USAGE PROVIDER MAKES NO, AND DISCLAIMS ANY AND ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTIBILITY, CONCERNING THE EQUIPMENT AND ANY SOFT COST ITEMS. Any right the Customer has to offset or withhold payment under the Services Agreement does not extend to Usage Agreements and payments thereunder, provided that nothing herein affects a Customer's rights under the Services Agreement. The exclusions and limitations of the liability of the Customer set out in the Services Agreement will not apply in respect of the Customer's liability to Usage Provider under or in connection with this Usage Agreement.

(b) Flexible Consumption Terms, if any, shall be set forth in the applicable Usage Schedule.

6. Appropriation of Funds.

(a) Customer intends to continue each Usage Agreement for the Term and to make all Usage Payments and other amounts due thereunder. Customer reasonably believes that legally available funds in an amount sufficient to pay all Usage Payments during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Usage Payments and other amounts due may be paid.

(b) Customer may terminate a Usage Agreement in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Usage Provider) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Usage Agreement for the current Fiscal Period; and (2) that the Customer has exhausted all funds legally available for payment of the Usage Payments beyond the current Fiscal Period. Upon termination of a Usage Agreement, Customer's obligations under such Usage Agreement (except those that expressly survive the end of the Usage Agreement Term) and any interest in the use of Equipment and Soft Cost Items shall cease and Customer shall surrender the Equipment and Soft Cost Items in accordance with Section 9. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Usage Agreement, including making budget requests for each Fiscal Period during each applicable Usage Agreement Term for adequate funds to meet its Usage Agreement obligations and to continue the Schedule in force.

(c) Usage Provider and Customer intend that the obligation of Customer to pay all Usage Payments and other amounts due under a Usage Agreement constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. Risk in Equipment. Customer agrees that it will not, without Usage Provider's consent, perform any modifications to the Equipment that would (i) violate any warranty applicable to the Equipment; or (ii) have an adverse impact on the Equipment's functionality, capabilities or value. From the Acceptance Date to the return of Equipment to Usage Provider in accordance with the applicable Usage Agreement, Customer assumes and will bear the entire risk of loss or damage to the Equipment. In the event of any Equipment being lost, stolen or damaged beyond economic repair prior to its return to Usage Provider in accordance with the applicable Usage Agreement, Customer will (i) promptly advise Usage Provider in writing of any such loss or damage, of the circumstances under which such loss or damage occurred, and of the extent of such loss or damage, and (ii) will pay to Usage Provider the sum set out in Section 12 (the "Early Termination Payment") and the Casualty Value for the Equipment plus all Usage Payments and other amounts then due as of that day.

The Customer must, at all times during the Term of any Usage Agreement, maintain property and liability insurance for the Equipment at its own cost, in addition to all other appropriate and adequate insurance effected through reputable insurers to provide cover against all usual risks of loss or damage and third party liability.

8. **Equipment at End of Term.** At the end of the Base Term or any Renewal Term of a Usage Agreement, Customer must return all Equipment subject to such Usage Agreement within 10 days of the last day of the applicable term.

9. **Return of Equipment.** Where the Customer is required, or has elected, to return the Equipment in accordance with a Usage Agreement, Customer will return the Equipment to Usage Provider in good working order and condition (reasonable wear and tear excepted) to the location advised by Usage Provider. Upon such return of Equipment, Customer's right to the operating system software in the returned Equipment will terminate. Where applicable, Customer agrees to return the Equipment with the original certificate of authenticity (attached and unaltered) for the original operating system software. Before returning any Equipment to Usage Provider hereunder, Customer must remove all password protection, and, Customer must remove all application programs and data, and, in the case of personal computers, completely clear all media unless otherwise agreed to by Usage Provider and Customer in the applicable Usage Schedule. Customer will promptly reimburse Usage Provider for any missing or damaged Equipment or operating system software by paying Usage Provider an amount which reflects the diminished value of the Equipment or operating system software as reasonably determined by Usage Provider.

10. **Covenants.** Customer will during the Term of the applicable Usage Schedule: (a) use the Equipment subject to the applicable Usage Schedule with reasonable care and only in connection with its business operations and for the purposes for which it was designed; (b) keep such Equipment at the Equipment Location set forth in the applicable Usage Schedule, except Customer may move the Equipment to another of its business locations if it notifies Usage Provider of the removal within 30 days thereafter (however items intended for travel such as laptop computers may be temporarily removed from the Equipment Location without complying with the foregoing if they remain domiciled at the Equipment Location set forth in the applicable Usage Schedule); (c) make no other alterations or additions to the Equipment except additions that: do not impair the value or performance of the Equipment, are readily removable without damage to the Equipment, and do not result in an encumbrance on the Equipment; (d) comply with all laws and regulations applicable to or affecting the Usage Agreement, the Equipment, or Customer.

11. **Customer Warranties.** Customer represents and warrants, each time it executes a Usage Schedule or Acceptance Certificate, that: (a) the warranties and undertakings in this MUA are true and correct and Customer is not in breach of any of its obligations under any Usage Agreement; (b) the Usage Agreement is enforceable against Customer in accordance with its terms, subject to laws of general application affecting creditors" rights generally, and does not breach or create a default under any instrument or agreement binding on Customer; (c) no proceedings exist before any court or administrative agency that would have a material adverse effect on Customer, the Usage Agreement, or the Equipment, nor has Customer been threatened with any such proceedings.

12. **Default.** Each of the following is an event of default ("Event of Default") under a Usage Agreement: (a) Customer fails to pay any Usage Payment (as defined in the Usage Schedule) under any Usage Schedule, Taxes or other amounts when due within 10 days of the date such amount became due and payable, (b) Customer fails to perform any material obligation under this MUA or the Usage Schedule and such failure is not cured within (30) thirty days of written notice, (c) any material representation or warranty by Customer in connection with the Usage Agreement was incorrect when made; (d) Customer becomes insolvent, unable to pay its debts as and when they become due or enters into (or have entered against it) bankruptcy, receivership, reorganization, dissolution, liquidation or other similar proceeding; or (e) Customer undergoes, without the prior written consent of Usage Provider, an acquisition, change in control, merger, reorganization, consolidation, amalgamation or other event whereby the holders of more than one-half of the equity and voting power of Customer immediately before the event are not the holders of one-half or more of the equity and voting power of Customer or its successor immediately after the event. If an Event of Default occurs, Usage Provider may (v) cancel or terminate the Usage Agreement; (w) declare the following amounts due and payable: (i) if the Event of Default occurs before the end of the Initial Term, the Early Termination Payment as of the date of Event of Default (or if the Event of Default occurs during a Renewal Term the Usage Payments which would have otherwise been payable had the Usage Agreement continued to the end of the Renewal Term; (ii) the Casualty Value for the Equipment; and (iii) all other costs and expenses (including fees and costs of enforcement, including, without limitation, attorney's fees and costs) incurred arising from the Event of Default; and upon receipt of such payment in full, title to the Equipment will be transferred "AS IS-WHERE IS AND WITHOUT RECOURSE"; (x) require Customer to return the Equipment in accordance with Clause 9 above; (y) enter upon any premises where Equipment is kept and repossess the Equipment; and/or (z) exercise any other right at law or in equity.

13. Early Termination Payment. The parties agree that the Early Termination Payment will be the sum of the present values on that day of all Usage Payments which are still to fall due or which would, but for termination, have become due under the Usage Agreement, plus any costs incurred by Usage Provider in terminating or replacing any funding arrangements entered into by Usage Provider in connection with the Usage Agreement. The present value of an amount is calculated by discounting that amount by LIBOR as of that date of calculation.

14. Casualty Value. "Casualty Value" is the price that would be obtained at arm's length between informed and willing parties, neither under compulsion to contract, for the sale of the Equipment assuming the Equipment is: in installed, continued, and uninterrupted use by the buyer or Customer; in the condition required by the Usage Agreement and, being sold with the embedded software necessary for its use. Casualty Value will be determined by Usage Provider, but if Customer objects in writing to Usage Provider's determination within 10 days after Usage Provider communicates its determination to Customer's representative in writing or by email, then Casualty Value will at Customer's expense be determined by an independent appraiser selected by Usage Provider and reasonably satisfactory to Customer.

15. Assignment by Usage Provider. The Equipment (and all proceeds and other payments associated therewith), the Usage Agreement, and the Usage Payments and all other amounts payable under or in connection with a Usage Agreement, and any rights, title and interest in and in connection therewith may, without further notice to or consent of Customer, be sold, assigned, transferred or encumbered by Usage Provider to any person ("Assignee") provided that such sale, assignment, transfer or encumbrance will be without prejudice to and will not result in an increase in the Usage Payments payable under the Usage Agreement nor reduce or limit the Customer's rights under the Usage Agreement, and Customer hereby waives any and all claims, defences or setoffs that Customer may have against any Assignee. Customer agrees that an Assignee has and may exercise all of the rights but does not have and is not responsible for the obligations of Usage Provider under or in connection with each Usage Agreement. If Usage Provider notifies Customer of an assignment, Customer will: (a) absolutely and unconditionally pay to Assignee all amounts due under the Usage Agreement notified by Usage Provider as assigned to Assignee without abatement, reduction, offset, recoupment, compensation, cross-claim, counterclaim, or any other defence whatsoever; (b) not permit the Usage Agreement to be amended or any of its terms waived without the written consent of Assignee; and (c) execute such acknowledgments of assignment or encumbrance as may be reasonably requested by Usage Provider. Assignee will be entitled to make further assignments or encumbrances. Usage Provider's ability to assign a Usage Agreement will not be affected by any non-assignment provision contained in the Services Agreement.

16. Miscellaneous. Customer will promptly execute such documents and take such further action as Usage Provider may from time to time reasonably request in order to carry out the intent of any Usage Agreement or protect or perfect the rights, interests, and remedies of Usage Provider (or its Assignee) reasonably intended to be created thereunder. Headings are for convenience only and will have no legal effect. Terms of inclusion mean inclusion without limitation. Time is of the essence. The express terms of a Usage Agreement set forth the entire agreement between the parties, and supersede and merge all prior written or oral communications, understandings, or documents between the parties relating to the subject matter contained herein. The provisions of a Usage Agreement will survive its termination and the termination of the Services Agreement, and any return or sale of Equipment, and remain in full force and effect with respect to events or conditions occurring or existing during (or fairly attributable to) the Term. Any waiver or failure of a party to require strict observance of a Usage Agreement will not constitute a waiver of any other breach of the same or any other provision of the same Usage Agreement or any other Usage Agreement. A Usage Agreement cannot be amended except in an instrument executed by both parties. A Usage Agreement binds and benefits the parties' successors and permitted assigns. The parties intend for each Usage Agreement to allow for the Customer to use the Equipment and obtain the Soft Cost Items under all applicable laws; however, if any Usage Agreement is determined to be a loan, Customer hereby grants to Usage Provider a first priority security interest in the Equipment and all proceeds thereof. Customer acknowledges that by signing this Agreement, Customer has authorized Usage Provider to file any financing statements or related filings as Usage Provider may reasonably deem necessary or appropriate. If Customer delivers this Agreement or any related document as an e-mail attachment, facsimile transmission or by U.S. mail, Customer acknowledges that Usage Provider is relying on Customer's representation that that document has not been altered. Customer further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Agreement or any related document, Usage Provider may produce a tangible copy of the this Agreement or any related document transmitted by Customer to Usage Provider by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that this Agreement or any related document constitutes chattel paper under the applicable law, the authoritative copy of this Agreement or any related document shall be the copy designated by Usage Provider or its assignee, from time to time,

as the copy available for access and review by Customer, Usage Provider or its assignee and marked by Usage Provider as "Original". All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Usage Provider's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document. No security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Usage Provider's possession.

17. **Invalidity.** A provision of this MUA that is or becomes invalid will be ineffective only to the extent of the invalidity, without affecting the remainder of such provision or this MUA.

18. **Applicable Law.** This MUA is governed by and construed in all respects in accordance with the laws of the Customer's statewithout regard to conflicts of law principles. The parties consent and submit to the jurisdiction of the local, state, and federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. The parties irrevocably waive all right to trial by jury in any proceeding between them relating to this MUA or a Usage Schedule. If different from stated herein, the applicable law and jurisdiction for each Usage Agreement shall be set forth in the applicable Usage Schedule.

Signing Section

Signed for and on behalf of **Dell Financial Services L.L.C.** by its authorized representative:	Signed for and on behalf of **[Customer full legal name]** by its authorized representative:
×	×
Name:	**Name**:
Title:	**Title**:
Date:	**Date**:

Dell Financial Services

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement/MUA and any related Usage Schedule(s) from time to time thereunder between the Public Entity/Customer and Usage Provider should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**

2. The Clerk, Secretary, etc. should insert the Agreement/MUA No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity/Customer;

4. If paragraph (v) of the Certificate is applicable to the Public Entity/Customer, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity/Customer in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity/Customer in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity/Customer in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

Intern

Dell Financial Services

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of , a public entity (the "Public Entity" or "Customer").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Usage Agreement No. (the "Agreement" or "MUA") and any related Usage Schedules from time to time thereunder (the "Schedules") between the Public Entity and Usage Provider or its assignee (collectively, "Usage Provider), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Usage Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Usage Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Usage Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Usage Payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Usage Provider shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Usage Provider, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Usage Provider of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____.
(Name)

Date: _____.

My commission expires: _____.

SAMPLE OPINION LETTER FOR PAYMENT AGREEMENT TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To: Dell Financial Services L.L.C.
Add correct address

Ladies and Gentlemen:

We are counsel to _____(the "Customer" or "Maker") and, in that capacity, we have examined the Payment Agreement No. _____, dated as of _____, 20__, and the Payment Schedule thereto (collectively the "PA") between the Maker and Dell Financial Services L.L.C. (the "Payee").

Based on our examination of the PA and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Maker is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the PA and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The PA has been duly authorized, executed and delivered by _____*, _____ of the Maker by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the PA against the Maker;

(c) The PA constitutes the valid, legal and binding obligation of the Maker, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Maker of the PA and the transactions contemplated thereby;

(e) Maker has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the PA and the transactions contemplated thereby;

(f) The entering into and performance of the PA will not violate any judgment, order, law or regulation applicable to the Maker or result in any breach of, or constitute a default under, any instrument to which the Maker is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Maker or on the Products, other than those created by the PA;

(g) The Products are tangible personal property and when subject to use by the Maker will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Maker, will have a material adverse effect on the ability of the Maker to fulfill its obligations under the PA; and

(i) Maker has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Maker's current Fiscal Period to make the Payments scheduled to come due during Maker's current Fiscal Period and to meet its other obligations under the PA for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the PA.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Dell Financial Services

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Dell Financial Services Usage Schedules

PC as a Service

Infrastructure as a Service

Dell Financial Services

Public Usage Schedule
PCaaS

Usage Schedule No. xxx-xxxxxx-xxxx
dated [ ]

[Customer]:	**[Usage Provider]**:
Address:	**Address**:

This Usage Schedule incorporates the terms of the Master Usage Agreement between Dell Financial Services L.L.C. and [MUA Signing Customer]. The Usage Provider and Customer signing this Schedule each acknowledge the terms of the Master Usage Agreement and agree and accept to be bound by its terms

This Usage Schedule is intended to allow the Customer or Customer Affiliate above to pay a per-seat fee to use the Equipment and acquire the Soft Cost Items set forth the Services Agreement.

Base Term: [ ] Months

Due Dates: Usage Payments are due in [arrears/advance] on the [first/last] day of each Usage Period.

Usage Period: [Monthly/Quarterly]

Base Term Commencement Date: The first day of the first whole Usage Period occurring on or after the last Acceptance Date for any item of Equipment.

Equipment Location: See Exhibit A

Currency for Usage Payment: [US Dollar, Canadian Dollar, Euro, etc.]

Description	Number of Seats	Per Seat Fee	Usage Payment
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: $50.00]	[Example: $50,000]
		Total of Usage Payments:	$

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:
Provided that no Event of Default has occurred and is continuing, Customer may give irrevocable written notice to Usage Provider of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up
At any time during the Base Term, Customer may add additional Seats at any time by executing a new Usage Schedule (subject to credit and pricing approval).

Flex Down

Once, at any time after the half-way point of the Base Term, and Provided that no Event of Default has occurred and is continuing, Customer may remove up to ___% of the Seats by providing at least 90 days' notice to Usage Provider with such notice listing the Equipment to be returned by serial number. Customer is responsible for returning the Seat in accordance with Section 8 of the Agreement. Upon Usage Provider's receipt of the Seat, Customer's Usage Payment over the remainder of the Base Term will be lowered to reflect the Seats received.

Combination

Once, at any time after the half-way point of the Base Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Usage Schedule (subject to credit and pricing approval) while at the same time removing up to ___% of the Seats by providing at least 90 days' notice to Usage Provider with such notice listing the Equipment to be returned by serial number. Customer is responsible for returning the Seat in accordance with Section 9 of the Agreement. Upon Usage Provider's receipt of the Seat, Customer's Usage Payment over the remainder of the Base Term will be lowered to reflect the Seats received.

Jurisdiction Specific Terms

Applicable Law

This Usage Agreement is governed by and construed in all respects in accordance with the laws of the Customer's state without regard to conflicts of law principles. The parties consent and submit to the jurisdiction of the local, state, and federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. . The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. The parties irrevocably waive all right to trial by jury in any proceeding between them relating to this MUA or a Usage Schedule. The applicable law and jurisdiction for each Usage Agreement shall be as set forth in the applicable Usage Schedule.

Extension Option

Provided that no Event of Default has occurred and is continuing, Customer has two options upon giving notice at least 30 days prior to the expiration of the Base Term: (1) renew the Usage Schedule for a mutually agreeable term, or (2) renew the Usage Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Usage Payment shall be the same as the Usage Payment during the Base Term.

Holdover Period

If Customer has not returned the Seat in accordance with Section 8 of the MUA, the Term will automatically extend for successive one-month terms at the same Usage Payment as during the Base Term. Such one-month terms will continue until Usage Provider's receipt of the Seat.

Each party acknowledges its receipt and review of this Usage Schedule and that none of its provisions are missing or illegible. The terms of this Usage Schedule may be different from other Usage Schedules incorporating the terms of the MUA. **If this Usage Schedule was transmitted to Customer for signature in electronic format, Customer represents and warrants that the text originally transmitted has not been altered in any way. Usage Provider's acceptance of this Usage Schedule is based on its reliance on, and specifically conditioned by, the truth of this representation and warranty. This Usage Schedule and the terms of the MUA constitute the entire Usage Agreement.**

Signing Section

Signed for and on behalf of **Usage Provider** by its authorized representative:	Signed for and on behalf of **[Customer Signer]** by its authorized representative:

x	x
Name:	**Name**:
Title:	**Title**:
Date:	**Date**:

Sample Acceptance Certificate

Acceptance Certificate
for Usage Schedule No. ___

This Acceptance Certificate is made by Customer pursuant to the above-referenced Usage Schedule between Customer and Usage Provider, which incorporates the terms of the Master Usage Agreement between Dell Financial Services L.L.C. and [CUSTOMER]. Usage Provider and Customer each acknowledge the terms of the Master Usage Agreement and agree and accept to be bound by the terms of the Master Usage Agreement. Capitalized terms used in this Acceptance Certificate without definition are defined in the Master Usage Agreement or Usage Schedule.

Customer certifies that: (a) the Equipment specified in the Usage Schedule ("Accepted Equipment") is located at the Equipment Location specified in the Usage Schedule, is fully installed and is in good working order and condition; (b) Customer has inspected the Accepted Equipment; (c) on the Acceptance Date specified below Customer accepted the Accepted Equipment; (d) Customer authorizes Usage Provider to pay for all Soft Cost items specified in the Usage Schedule and (d) no Event of Default or event that with notice or the lapse of time would constitute an Event of Default is continuing.

Acceptance Date: _____, 20___ *(Customer must fill in.)*

Signing Section

Signed for and on behalf of **[Customer full legal name]**
by its authorized representative:

x
Name:
Title:
Date:

Dell Financial Services

Usage Schedule

Usage Schedule No. xxx-xxxxxx-xxxx
dated [ ]

[Customer]:	**[Usage Provider]**:
Address:	**Address**:

This Usage Schedule incorporates the terms of the Master Usage Agreement between Dell Financial Services L.L.C. and [MUA Signing Customer]. The Usage Provider and Customer signing this Schedule each acknowledge the terms of the Master Usage Agreement and agree and accept to be bound by its terms

This Usage Schedule is intended to allow the Customer or Customer Affiliate above to pay a fee to use the Equipment and acquire the Soft Cost Items set forth the Services Agreement.

Base Term: [ ] Months

Due Dates: Usage Payments are due in [arrears/advance] on the [first/last] day of each Usage Period.

Usage Period: [Monthly/Quarterly]

Base Term Commencement Date: The first day of the first whole Usage Period occurring on or after the last Acceptance Date for any item of Equipment.

Equipment Location: See Exhibit A

Currency for Usage Payment: US Dollar

Description	Number of Units	Per Unit Fee	Usage Payment
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: $50.00]	[Example: $50,000]
		Total of Usage Payments:	$

Jurisdiction Specific Terms

Applicable Law

This Usage Agreement is governed by and construed in all respects in accordance with the laws of the Customer's state without regard to conflicts of law principles. The parties consent and submit to the jurisdiction of the local, state, and federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. . The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. The parties irrevocably waive all right to trial by jury in any proceeding between them relating to this MUA or a Usage Schedule. The applicable law and jurisdiction for each Usage Agreement shall be as set forth in the applicable Usage Schedule.

Extension Option

Provided that no Event of Default has occurred and is continuing, Customer has two options upon giving notice at least 30 days prior to the expiration of the Base Term: (1) renew the Usage Schedule for a mutually agreeable term, or (2) renew the Usage Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Usage Payment shall be the same as the Usage Payment during the Base Term.

Holdover Period

If Customer has not returned the Unit in accordance with Section 8 of the MUA, the Term will automatically extend for successive one-month terms at the same Usage Payment as during the Base Term. Such one-month terms will continue until Usage Provider's receipt of the Unit.

Each party acknowledges its receipt and review of this Usage Schedule and that none of its provisions are missing or illegible. The terms of this Usage Schedule may be different from other Usage Schedules incorporating the terms of the MUA. **If this Usage Schedule was transmitted to Customer for signature in electronic format, Customer represents and warrants that the text originally transmitted has not been altered in any way. Usage Provider's acceptance of this Usage Schedule is based on its reliance on, and specifically conditioned by, the truth of this representation and warranty. This Usage Schedule and the terms of the MUA constitute the entire Usage Agreement.**

Signing Section

Signed for and on behalf of **Usage Provider** by its authorized representative:	Signed for and on behalf of **[Customer Signer]** by its authorized representative:
x	x
Name:	**Name**:
Title:	**Title**:
Date:	**Date**:

Sample Acceptance Certificate

Acceptance Certificate
for Usage Schedule No. ___

This Acceptance Certificate is made by Customer pursuant to the above-referenced Usage Schedule between Customer and Usage Provider, which incorporates the terms of the Master Usage Agreement between Dell Financial Services L.L.C. and [CUSTOMER]. Usage Provider and Customer each acknowledge the terms of the Master Usage Agreement and agree and accept to be bound by the terms of the Master Usage Agreement. Capitalized terms used in this Acceptance Certificate without definition are defined in the Master Usage Agreement or Usage Schedule.

Customer certifies that: (a) the Equipment specified in the Usage Schedule ("Accepted Equipment") is located at the Equipment Location specified in the Usage Schedule, is fully installed and is in good working

order and condition; (b) Customer has inspected the Accepted Equipment; (c) on the Acceptance Date specified below Customer accepted the Accepted Equipment; (d) Customer authorizes Usage Provider to pay for all Soft Cost items specified in the Usage Schedule and (d) no Event of Default or event that with notice or the lapse of time would constitute an Event of Default is continuing.

Acceptance Date: _____, 20___ *(Customer must fill in.)*

Signing Section

Signed for and on behalf of **[Customer full legal name]**
by its authorized representative:

× _____

Exhibit A

Dell Financial Services

Dell Financial Services
One Dell Way
Round Rock, TX 78682-2777

LEASE SCHEDULE
Contract #:
Customer Name:
Commencement Date:
Termination Date:

Order #	PO #	Tax Number	Qty	Item #	Service Tag	Item Description	Equipment Location	LBF Asset Type	Asset Invoice	Periodic Rent	Assessed Items	Streamline Cost	Soft Costs	Total Equipment Cost	Upfront Tax	Ship Date

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AMENDMENT #1
MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKETING L.P.
EFFECTIVE APRIL 15, 2022, though JUNE 30, 2029

Whereas, this Amendment #1 ("Amendment") is entered into by and between the Midwestern Higher Education Commission (MHEC) and Dell Marketing L,P. (Dell or Supplier), contract number MHEC-041512022.

Whereas, the parties entered into the Master Agreement dated April 15, 2022 (the Agreement) and the parties now desire to amend the terms of the Agreement.

Now, therefore:

1. Section **1. DEFINITIONS Update.** The definition for **Services** in Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Services: refers to the Services offered by Dell under this Master Agreement for a) End User Computing and Peripherals, b) Device Lifecycle Management, and c) Associated Services including but not limited to: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and IT as a Service (services accessible over the internet). Dell may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but are not limited to the following:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT-as-a-Service and Cloud related Services: (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) , refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet whereby the end user pays fees based upon consumption or subscription including but not limited to:
    A. Software-as-a-Service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service
    B. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
    C. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.

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D. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.

E. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.

F. PC as a Service (PCaaS) – refers to PC technology, software, and PC lifecycle services

5. Managed Services refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems.

Some Services may require additional contract terms and conditions. Eligible Organizations acquiring on-site Support, on-site Training, Professional, or IT-as-a-Service and Cloud related Services (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) shall negotiate and enter into separate written agreement with the Supplier, including, as applicable, service level agreements (including any such master agreements for Supplier's various APEX Custom, Flex on Demand Service, and APEX Branded Services offerings; see Exhibits C, D, and F, respectively), statements of work, and other terms and conditions specific to their Purchase Orders under the contract."

2. Section **4. MASTER AGREEMENT TERM** of the Agreement shall be deleted in its entirety and replaced with the following:

"4. MASTER AGREEMENT TERM

This Master Agreement shall be effective on April 15, 2022 and shall remain in effect until June 30, 2029 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Master Agreement. Eligible Participants may procure Products and Services from Supplier under the terms of this Master Agreement at any time during the duration of the Agreement."

3. Section **8. PAYMENT PROVISIONS B. Return Policy** of the Agreement shall be deleted in its entirety and replaced with the following:

" B. Return Policy. Subject to Section 8A. of this Master Agreement, all Products and Third-Party Products will be deemed to be accepted upon delivery. Procuring Eligible Organization may only return Products to Dell that are permitted to be returned are set forth in Exhibit B and at https://www.dell.com/en-us/lp/return-policy "

4. Section **14. SERVICE PRICING E and F** of the Agreement shall be deleted in its entirety and replaced with the following:

"E. Dell may offer a direct or indirect flexible consumption-based models as an alternative flexible payment solution under a separate Subscription Agreement ("SA") with Dell, as provided under Exhibit F. Any flexible payment solutions will be subject to the terms and conditions of the SA only. Eligible Organizations shall negotiate the terms and conditions of such flexible payment-solution with Dell Financial Services L.L.C. ("DFS") directly, including, but not limited to, the SA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. Dell offers state and local governments a variety of consumption-based payment solutions under the SA that are designed to help optimize IT spend and solve business challenges. The Parties recognize that the SA and any Schedule entered into by the

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Parties thereunder are separate and independent agreements between the Eligible Organization and Dell, with the terms thereof constituting the entire agreement for such flexible consumption. To the extent of any conflict or inconsistency between the terms of the SA and the terms of this Agreement, the terms, and conditions of the SA will prevail for consumption-based offerings only. The SA, sample Schedules, and any other documentation that may be applicable are attached as Exhibit F.

F. Any purchase by Procuring Eligible Organizations of IT-as-a-Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, are set forth in Exhibit C."

5. **EXHIBITS** delete all exhibits and replace with the following attached **Exhibits A, B, C, D, E, and F**.

"Exhibit A – Discount Category Pricing

Exhibit B – U. S. Return Policy

Exhibit C – Cloud Service Offerings Agreement, Data Processing Addendum, Acceptable Use Policy

Exhibit D – Dell Offerings – Subscriptions

Exhibit E –Leasing and Finance Information

- Dell Financial Services L.L.C. Master Lease Agreement and Lease Schedules – Public Entity
- Dell Financial Services L.L.S. Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Public Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Dell Financial Services L.L.C. Payment Agreement – Public Entity
- Dell Financial Services L.L.C. Payment Agreement – Private/Commercial Entity
- Pharos Financial Services Payment Agreement – Public Entity
- Pharos Financial Services Payment Agreement – Private/Commercial Entity
- Dell Financial Service L.L.C. Framework Subscription Agreement and Schedules – Public Entity
- Dell Financial Services L.L.C. Framework Subscription Agreement and Schedules – Private/Commercial Entity
- Dell Financial Services L.L.C Framework Lease Agreement and Lease Schedules – Private/Commercial Entity

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- Pharos Financial Service L.P. Framework Lease Agreement and Lease Schedules – Private/Commercial Entity

Exhibit F – APEX Subscriptions Agreement and APEX Subscriptions Order"

Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found in the Agreement and this Amendment #1, this Amendment #1 shall control.

This Amendment #1 is hereby executed by the parties' authorized representatives set forth below, and effective upon the date of signatures hereto (Effect Date)

Midwestern Higher Education Commission	**Dell Marketing L.P.**
DocuSigned by: Susan Heegaard F12C8485BF0B4B5...	Signed by: Katherine Castillo EF2B3C7C02A446F...
Signature	Signature
Susan Heegaard	Katherine Castillo
Name	Name
President	Paralegal Advisor
Title	Title
March 28, 2025 | 1:19 PM PDT	March 28, 2025 | 3:08 PM CDT
Date	Date

Docusign Envelope ID: CFBF2806-7E52-4951-9F3F-F39AEA542158

AMENDMENT #2
MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
DELL MARKETING L.P.
EFFECTIVE APRIL 15, 2022, through JUNE 30, 2029

Whereas, this Amendment #2 ("Amendment") is entered into by and between the Midwestern Higher Education Commission (MHEC) and Dell Marketing L,P. (Dell or Supplier), contract number MHEC-04152022.

Whereas, the parties entered into the Master Agreement dated April 15, 2022 (the Agreement) and the parties now desire to amend the terms of the Agreement.

Now, therefore:

1. Section **8. PAYMENT PROVISIONS B. Return Policy** of the Agreement shall be deleted in its entirety and replaced with the following:

   " B. Return Policy. Subject to Section 8A. of this Master Agreement, all Products and Third-Party Products will be deemed to be accepted upon delivery. Procuring Eligible Organization may only return Products to Dell that are permitted to be returned as set forth in Exhibit B."

2. Section **48. ADMINISTRATIVE REPORTING AND FEES** of the Agreement shall be deleted in its entirety and replaced with the following:

   "48. ADMINISTRATIVE REPORTING AND FEES

   On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and one quarter percent (1.25%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC may, from time to time, provide a written request to Dell to change the percentage of the Fee; however, such change shall not be effective unless and until both parties have expressly agreed to the revised percentage in writing. Any change in the Fee may also require a change in the Product or Service pricing."

3. **EXHIBIT B. U. S. Return Policy** shall be deleted and replaced with the following attached **Exhibit B**.

   "Exhibit B – U. S. Return Policy"

Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment #2 and the Agreement, the terms of this Amendment #2 shall govern.

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IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be executed by their duly authorized representatives as of the dates set forth below.

Midwestern Higher Education Commission

DocuSigned by:
Susan Heegaard
F12C8485BF0B4B5...
Signature

Susan Heegaard
Name

President
Title

June 23, 2025 | 11:20 AM PDT
Date

Dell Marketing L.P.

Signed by:
Katherine Castillo
EF2B3C7C02A446F...
Signature

Katherine Castillo
Name

Paralegal Advisor
Title

June 23, 2025 | 11:41 AM CDT
Date

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Exhibit B – U. S. Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30 Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell without prior authorization from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must *be* received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late**.

Exceptions to Dell's 30-Day Return Period:

Software may not *be* returned at any time, unless the software being returned is:

1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.

Additional products not eligible for return at any time:

1. **Dell EMC**-branded products (Dell and non-Dell branded enterprise products, including servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products)
2. **Dell Wyse**™ and Wyse-branded products
3. Non-Dell-branded enterprise hardware and software products
4. Customized products
5. Gift Cards (except where required by law)
6. APEX.

- Unless you have specifically agreed otherwise in your written agreement with Dell,

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there is no right of return for software purchased under any type of volume license arrangement.

- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return **is** a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click here.

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
  Ship back all products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
  Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
  For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

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Changes to Dell Return Policy: In the event of any conflict between Dell's global return policy and this Exhibit B, the terms of this agreement shall prevail.

Note about operating systems:

Systems configured with an Intel® 8th-generation or later CPU are designed to run optimally with the Microsoft Windows 11 operating system. Removing the factory-installed operating system to run a non-Windows 11 operating system (such as Windows XP or Windows 10) may make the product ineligible for return to Dell for a refund. It also can cause system instability and performance issues that your warranty, support, or service agreements may not cover.

REV. 18JUNE2025

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14A.
Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT
Meeting Date: December 9, 2025

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

AGENDA TITLE: Discussion to Eliminate or Reduce Fees for Food Distribution Events

COUNCIL ACTION REQUIRED:

At the City Council Meeting held November 18, 2025, a directive was given to consider reducing or eliminating permit fees to conduct Food Distribution events. In accordance with Gardena Municipal Code 18.60.050(A)(6), food distribution events must take place in conjunction with a nonprofit organization.

Resolution No. 6659 establishes the following current fees for conducting this type of an event:

- $360 - 1-99 attendees
- $447 - 100-299 attendees
- $756 - 300 more attendees

RECOMMENDATION AND STAFF SUMMARY:

Staff is seeking further direction for the amount of reduction or whether to completely eliminate the fee.

FISCAL IMPACT/COST:

Any reduction or elimination of the fee would be subsidized by the City's General Funds.

APPROVED:



_____
Clint Osorio, City Manager

Attachment(s): Resolution No. 6659

Attachments

RESO-NO-6659-Adopting-an-Application-Fee-for-Temporary-Use-and-Temporary-Event-Permits.pdf

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RESOLUTION NO. 6659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING AN APPLICATION FEE FOR TEMPORARY USE AND TEMPORARY EVENT PERMITS AND FINDING THAT THE FEE IS EXEMPT UNDER PUBLIC RESOURCES CODE SECTION 21080(B)(8) AND CEQA GUIDELINES SECTION 15273.

WHEREAS, the City of Gardena City Council has introduced Ordinance No. 1835 to amend the provisions on Temporary Use Permits; and

WHEREAS, Section 18.16.060 of Ordinance No. 1865 provides that applications for Temporary Use Permits and Temporary Event Permits shall be accommodated by a fee in an amount established by resolution of the City Council; and

WHEREAS, Government Code Section 66014 provides that when a local agency charges fees for filing and processing applications for planning services or under any other authority, those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, and such fees may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations; and

WHEREAS, the City Council has determined that the cost of staff time for processing these permit applications should be borne by the applicants rather than the citizenry-at-large; and

WHEREAS, on March 12, 2024, the City Council held a duly noticed public hearing on the fees that are the subject of this Resolution, which hearing was noticed in accordance with Government Code section 6062(a); and

WHEREAS, at the close of the public hearing the City Council directed staff to amend the Ordinance to add provisions which would allow food distribution centers operated in conjunction with non-profits; and

WHEREAS, on April 23, 2024, the City Council of the City of Gardena held a duly noticed public hearing on the fees that are the subject of this Resolution and Ordinance No. 1871.

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

SECTION 1. The City Council has determined that Temporary Use Permit fees imposed under Ordinance No. 1865 of the Gardena Municipal Code shall each be $1,160.50. This fee supersedes the Temporary Use Permit fee set forth in Resolution No. 6386.

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SECTION 2. The City Council has determined that Temporary Event Permit fees imposed under Ordinance No. 1865 of the Gardena Municipal Code shall be as follows:

- $360 Small Events with 1-99 attendees
- $447 Medium Events with100-299 attendees
- $756 Large Events with 300 more attendees

SECTION 3. The City Council finds that all of the Whereas Clauses set forth above are true and correct. The City Council further finds that the fees do not exceed the cost of providing the services for which the fees are charged.

SECTION 4. CEQA. The establishment of these fees are statutorily exempt from the requirements of CEQA because setting these fees fit within the exemptions for local agency decisions involving rates, tolls, or other charges as specified by Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273.

SECTION 5. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution, or any part hereof, including any specific fee, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof, including any other fee. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase or fee, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or fees be declared invalid or unconstitutional.

SECTION 6. CITY CLERK. The City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

SECTION 7. EFFECTIVE. The Temporary Use Permit fee shall be effective immediately. The Temporary Event Permit fees shall not be effective until such time as Ordinance No. 1865 takes effect.

Passed, approved, and adopted this 23rd day of April, 2024.

Tasha Cerda. Mayor
_____
TASHA CERDA, Mayor

ATTEST:

Mina Semenza
_____
MINA SEMENZA
City Clerk

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APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6659** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23rd day of April 2024,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS FRANCIS AND LOVE, MAYOR PRO TEM HENDERSON, MAYOR CERDA, AND COUNCIL MEMBER TANAKA

NOES: NONE

ABSENT: NONE

Mina Semenza
City Clerk of the City of Gardena, California

(SEAL)

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15B.
Section: DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES
Meeting Date: December 9, 2025

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

AGENDA TITLE: Second Amendment to City Manager Employment Agreement Contract through December 8, 2029; and Adopting the City of Gardena Classification and Compensation Plan, effective December 9, 2025

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- Discuss and consider Second Amendment to the City Manager Employment Agreement between the City of Gardena and Clint Osorio, effective December 9, 2025 through December 8, 2029
- Discuss and consider the City of Gardena Classification and Compensation Plan, effective December 9, 2025

RECOMMENDATION AND STAFF SUMMARY

The City Council has completed its annual evaluation of Clint Osorio's performance as City Manager. At the conclusion of the evaluation, the City Council directed the City Attorney to prepare a possible compensation adjustment and contract amendment for consideration and discussion in open session.

The Second Amendment to the City Manager's Employment Agreement (Exhibit A) makes the following changes to the terms and conditions of the Agreement:

1. The term of the Agreement is for four (4) years, from December 9, 2025 to December 8, 2029
2. The current base salary is $333,732/annually. Cost of Living Adjustment ("COLA") and Longevity Pay provisions to follow Unrepresented Employees Resolution No. 6550 (Attachment A to Exhibit A), or later resolution which provides for greater benefits.
3. The leave balances (Sick Leave, Management Leave, Floating Holiday, Holiday Leave Earned, Vacation Leave) shall be transferred into one All-Purpose Leave Bank ("APLB"), at full value of the balances
4. APLB accruals at 33.17 hours/monthly, with annual cashout options. No cap for APLB
5. Educational Incentive Pay at 12% of Base Salary
6. Deferred Compensation (401(a)) city contribution of $60,000/annually

All other provisions of the contract remain unchanged.

The Classification and Compensation plan is included as Exhibit B.

FISCAL IMPACT/COST:

Estimated Fiscal Impact

Salary Type	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Year 2029-2030
Base Salary	$-	$347,080	$360,963	$375,401	$180,193
Benefits	190,969	167,180	171,448	175,886	115,885
Total	**$190,969**	**$514,260**	**$532,411**	**$551,287**	**$296,078**

APPROVED:



_____

Raymond Beeman, Director of Administrative Services

Attachments

Exhibit A- Second Amendment to Employment Agreement between the City of Gardena and Clint Osorio.pdf

Exhibit B - Classification and Compensation Schedule - Eff. December 9 2025.pdf

CM_Employment_Agreement__Dec._10__2019.pdf

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GARDENA AND CLINT OSORIO

This Second Amendment to the Employment Agreement between the City of Gardena and Clint Osorio ("Second Amendment") is entered into as of December 9, 2025 ("Second Amendment Effective Date"), by and between the City of Gardena, a municipal corporation of the State of California ("City") and Clint Osorio, an individual ("Osorio") (City and Osorio are collectively referred to as "the Parties").

RECITALS

A. WHEREAS, on December 10, 2019, the City and Osorio entered into the Employment Agreement Between the City of Gardena and Clint Osorio (the "Employment Agreement") to employ Osorio as City Manager of the City; and

B. WHEREAS, the Parties executed a First Amendment to the Employment Agreement for the City Manager, effective June 28, 2022 ("First Amendment") and concluding June 28, 2026.

C. WHEREAS, the City Council recently conducted an annual performance evaluation of Osorio; and

D. WHEREAS, the Gardena City Council wishes to continue to retain Osorio to serve in the position of City Manager at least through December 8, 2029 and make certain amendments to the Employment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and undertakings of the Parties as set forth below, the City and Osorio agree to amend the Employment Agreement and First Amendment to the Employment Agreement as follows:

1. **Term.** Section 3, paragraph A, of the Employment Agreement shall be removed and replaced with the following:

> "A. The term of this Agreement is four (4) years, commencing on December 9, 2025, and expiring on December 8, 2029, unless otherwise terminated sooner. This Agreement shall automatically trigger a re-opener evaluation on or before 2028, for consideration of extension of this Agreement.

2. **Benefits.** Section 6, Paragraph A of the Employment Agreement shall be removed and replaced with the following;

"A. Except as otherwise provided in this Agreement, Osorio shall receive the benefits set forth in City's Unrepresented Employees Resolution, City Council Resolution No. 6550 ("Management Resolution" or "Reso. 6550"),including but not limited to, the benefits set forth in the Cost of Living Adjustment ("COLA") and Longevity Pay provisions. The Management Resolution exclusively sets forth the wages, hours and terms and conditions of employment for Executive Management Positions, and it is incorporated herein by reference and attached as Attachment "A" to this Agreement. If Reso. 6550 is replaced by a later resolution of the City Council, then Osorio shall continue to be entitled to the terms described in Reso. 6550, unless such later resolution provides for greater benefits and is made expressly applicable to the City Manager or except as otherwise may be required by law."

Section 6, Paragraph C of the Employment Agreement shall be removed and replaced with the following.

"C. Effective December 9, 2025, Osorio's leave balances shall be provided in accordance with this Employment Agreement. Osorio's then-current balances of Sick Leave, Management Leave, Floating Holiday, Holiday Leave Earned, and Vacation Leave shall be transferred into the All-Purpose Leave Bank ("APLB"). The full value of such leave balances shall be preserved in this conversion, and no loss of time or monetary value shall result from the consolidation of such leave balances.

After December 9, 2025, Osorio shall accrue thirty-three point seventeen (33.17) hours per month into the APLB. All hours accrued in the APLB shall be available for use immediately upon accrual. Osorio may use the leave time at his discretion, subject to applicable approvals, scheduling procedures, and City policies. There is no cap for the APLB.

Osorio shall be eligible to make an irrevocable election to cash out APLB at full value on an annual basis ("Election"). Osorio may make the Election by December 1st each year, and such Election shall only apply to leave earned during the calendar year following the calendar year in which Osorio made the Election. Any leave subject to Osorio's Election shall be paid during the calendar year following the Election. By way of example, if Osorio were to make the Election by December 1, 2026, then such Election would only apply to leave earned during the 2027 calendar year, and any payment for leave under the Election would be paid out to Osorio during the 2027 calendar year.

Section 6 of the Employment Agreement shall be amended to include the following:

"D. Effective December 9, 2025, Osorio shall be entitled to Educational Incentive Pay on an annual basis in an amount equal to 12% of his base annual salary.

Section 6 of the Employment Agreement shall be amended to include the following:

"E. Subject to all applicable eligibility requirements, Osorio shall continue to participate in the City's qualified 401(a) Plan ("401(a) Plan") and, during the Term, the City shall contribute $60,000 annually, up to applicable IRS limits, to the 401(a) Plan for Osorio's use."

3. **Salary.** Section 7, Paragraph A, of the Employment Agreement and Section 3 of the First Amendment shall be removed and replaced with the following

"A. Osorio's initial base annual salary is $333,732. Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid."

4. **Agreement to Remain in Effect.** This Second Amendment replaces and supersedes in its entirety the First Amendment to the Employment Agreement. As of the Second Amendment Effective Date, the First Amendment to the Employment Agreement shall have no further legal force or effect. Except as expressly amended by this Second Amendment, the underlying terms and conditions of the Employment Agreement shall remain in effect.

5. **Governing Law.** This Second Amendment shall be construed and enforced in accordance with and governed by the laws of the State of California.

6. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **References.** All references to the Employment Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Employment Agreement, unless expressly stated to the contrary in this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Tasha Cerda
Mayor
City of Gardena, California

Clint Osorio
City Manager
City of Gardena California

ATTEST:

Mina Semenza
City Clerk
City of Gardena, California

RESOLUTION NO. 6550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING BENEFITS FOR ALL UNREPRESENTED POSITIONS WHICH ARE NOT COVERED UNDER AN APPROVED MEMORANDUM OF UNDERSTANDING WITH A COLLECTIVE BARGAINING GROUP, REPEALING RESOLUTION NO. 6332

WHEREAS, on October 9, 2018, the City Council approved Resolution No. 6332 setting forth the rate of compensation and/or benefits for all unrepresented employee positions; and

WHEREAS, the City Council now desires to approve a new resolution setting forth the rate of compensation and/or benefits for all unrepresented employees who are not covered under an approved Memorandum of Understanding ("MOU") with a recognized employee labor organization, or an employment agreement as approved by the City Council; and

WHEREAS, this Management Resolution repeals Resolution No. 6332.

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

SECTION 1. CITY COUNCIL PAY POLICY: It is the intent of the City Council to establish and maintain a Compensation Plan that attracts and maintains skilled management, technical and professional employees, promotes efficiency and economy, and supports the selection, maintenance, and compensation of employees designated herein based on merit, skill, and internal equity for both represented and unrepresented employees.

For the determination of benefits for employees not specifically addressed in this Management Resolution, Non-Sworn Management and Confidential Employees, designated herein, may be considered part of any of the employee represented organizations formally recognized by the City.

SECTION 2. UNREPRESENTED POSITIONS: Elected, appointed, executive management confidential, and any other positions not represented by a designated labor group for the purposes of establishing wages, benefits and working conditions shall be covered by the terms of this Management Resolution. For the purposes of this Management Resolution, these position categories shall be defined as follows:

1. **ELECTED POSITIONS** shall include the positions of Mayor, City Councilmember, City Clerk and City Treasurer.
   a. For purposes of determining benefits, City elected officials shall be deemed to be classified as Unrepresented Executive Management Employees and accordingly shall receive the same benefits available and paid to Executive Management Employees.
2. **APPOINTED POSITIONS** shall include the Deputy City Clerk and the Deputy City Treasurer.
   a. Appointed positions serve under the authority of the City Manager and at the will of the elected official making the appointment.
3. **EXECUTIVE MANAGEMENT POSITIONS** shall include City Manager, City Attorney, Chief of Police, Department Head, Police Captain, Police Lieutenant, and any other position established by the City Manager as a member of the Executive Management Team.

4. **CONFIDENTIAL POSITIONS** shall mean an employee who, in the course of his/her duties, is (1) privy to decisions of the City Council or management affecting employer-employee relations; (2) has access to or possesses information relating to the City's employer-employee relations; or (3) who has access to confidential employee and financial records and/or other confidential information not generally available to the public.

   a. Any position permanently assigned to work in the Elected and City Manager's Office that meets the definition of Confidential Position as stated shall be designated as "Confidential" by the City Manager without the obligation to meet and confer.

   b. If an incumbent employee represented by a bargaining group is determined to be in a position that should be classified as "Confidential," the Human Resources Officer will meet and confer with the representative bargaining group prior to changing the affected employee's classification. Upon designation as "Confidential," a represented employee will be removed from the bargaining group and will become an unrepresented employee.

5. **TRANSITIONAL POSITIONS:**

   a. It is the intent of the City Council to attract and maintain skilled management, technical, and professional employees in transitional positions which are funded by federal, state and/or funding sources other than the City General Fund and City Enterprise Funds, who are not represented by an employee labor organization and not covered under an approved MOU (herein referred to as "Grants Employees").

   b. Transitional positions include any employee appointed to a position which is funded by federal, state or any funding source other than the City General Fund or Enterprise Funds or any position. Such positions are considered unrepresented for purposes of compensation and benefits. The City Manager at his discretion may designate any position in the City as transitional to meet organizational needs.

   c. The position title, salary range and benefits of such positions shall be set in accordance with the terms of the agreement and available funding of said funding agency and if practical be aligned with similar positions in the City Classification and Compensation Plan.

   d. Subject to the final approval of the City Manager, transitional employees shall be entitled to receive the applicable rate of compensation as other employees consistent with the terms of any contractual agreement with the respective grant funding agency. Should the grant not provide for the same level of salary and benefits as other City employees in similar classifications, the terms of the contractual agreement with the funding authority shall take precedence.

   e. By authorization of the City Manager transitional positions may be deemed as "Unclassified" and thereby established, amended, and eliminated based on the terms of the applicable funding source and shall be independent of the City's Classification and Compensation Plan.

   f. If a regular City employee represented by a bargaining group is subsequently placed in a transitional position, said employee shall continue to receive benefits consistent with the MOU of the respective employee bargaining group.

   g. Transitional employees shall receive the same benefits as a respective management or non-management employee in a comparable position, subject to availability of funding from sources other than the City General Fund, including the post-retirement health insurance coverage upon meeting the retirement qualifications in accordance with the MOU of the respective employee bargaining group.

SECTION 3. COMPENSATION:

1. **Base Salaries.** Unrepresented employees as designated herein, shall be entitled to receive the applicable, respective rate set forth in the City's Classification and Compensation Plan subject to the final approval of the City Manager. Assignment to a step and progression within the specified Salary Schedule shall be based on the appointee's experience at time of hire, and thereafter based on merit as determined by an annual performance evaluation conducted by the City Manager and/or applicable Department Head.
2. **Monthly Car Allowance.** In addition to the amounts of salary or compensation provided herein, the following Executive Management Positions shall be entitled to a monthly car allowance for the use of his or her private motor vehicle in connection with the performance of his or her duties for the City.
   a. Monthly Car Allowance shall be paid as follows:

i	Mayor; City Council	$ 420.00
ii	City Clerk; City Treasurer	$ 260.00
iii	City Manager; City Attorney	Set by Contract
iv	Assistant City Manager	$ 420.00
v	Department Heads	$ 420.00

   b. Said allowances shall be compensation in full to the employees, as designated herein, for the use of his or her privately-owned motor vehicles in City services.
   c. All expense incidental to the maintenance, repair or replacement of such vehicles must be borne by the owners thereof, and the City is to be put to no further cost or expense of any kind whatsoever or at all with reference thereto.
3. **Meal Reimbursement / Per Diem.** Refer to the current Administrative Services – *City Travel Policy.*

SECTION 4. WORK SCHEDULE:

1. **Work Schedule**. The Management Compensation Plan for all employees, as designated herein, except for sworn Police personnel, and other employees so designated by separate resolution of the City Council, are set forth herein in consideration of a pay period which may be based on a work week of five (5) eight (8) hour days, a work week of four (4) ten (10) hour days, a work period of eighty (80) hours in nine (9) working days, or some other mutually agreed upon schedule for all or part of the employees covered by this Management Resolution. The City Manager and department directors' work schedules and/or work hours will be assigned as needed for the effective and efficient operations of the City.
2. **Overtime**. All employees, as designated herein, shall receive no compensation for any overtime work. The monthly salary shall be considered full compensation for all hours worked for such employees and no overtime shall be earned for said employee. In addition, the City Manager has discretionary authority to approve modified flex time as needed to meet the operational needs of the department or City.
3. **Management Leave**. In lieu of overtime pay, affected employees covered under this Resolution shall receive sixty (60) hours of annual Management Leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year. Affected employees are designated in Exhibit "A" of this resolution.

Such leave will be taken at a mutually convenient time for the employee and the department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.

4. **Acting Time Compensation.** Acting time shall be paid to the employees designated herein upon temporary assignment to a higher pay classification to fill a vacancy pending a permanent appointment, or to assume specified duties of a filled position due to the temporary unavailability of a permanent employee who is on an authorized absence from the City due to illness or other cause. For those positions designated herein, appointment to an acting position shall be made by the City Manager with acting time compensation commencing and ending based on the City Manager's appointment. Such acting time compensation shall be set by the City Manager and shall be at the rate as defined in accordance with the MOU of the respective employee bargaining group.

5. **Special Holiday Provisions** Employees covered herein, as determined by the City Manager shall receive the same special holiday provisions provided to miscellaneous employees as set forth in the MOU between the City of Gardena and the recognized employee association for miscellaneous employees. Personnel covered herein who are required to work on a designated holiday shall be entitled to each such holiday one (1) workday off equal in hours to the hours of the employee's normal work schedule on the designated holiday. Hours off shall be taken with the permission of the appropriate department head.

   a. Hours will be designated as Holiday Leave Earned ("HLE");

   b. These hours must be used prior to other accrued time off;

   c. Hours not used at the end of the Fiscal Year are forfeited; and

   d. HLE hours cannot be sold back or cashed out at separation.

   Sworn employees covered herein shall be compensated for holidays in accordance with the agreement with the Gardena Police Officer Association.

SECTION 5. HEALTH AND INSURANCE BENEFITS:

1. **Life Insurance.** All affected employees covered under this Resolution shall be provided Term Life Insurance in an amount equal to one and one-half (1½) times the actual annual salary of the covered employee.

2. **Post-Retirement Health Insurance for Elected Officials.** Any Elected Official who retires and meets the minimum requirements listed below shall receive paid health insurance for such retired Elected Official and his or her dependent. The amount of the City's contributions shall be set at the same level as the amount set for active employees. Any required co-payment for active employees will also be required for retirees. This benefit shall accrue to the spouse upon the death of a retiree who is insured under this provision. Retiree health benefits shall be in accordance with the City of Gardena Insured Self-Funded Health Plan and any amendments thereto. The Elected Official must have at least twelve (12) years of service with the City, commence to receive CalPERS retirement benefits, and subject to the stipulations listed below:

   a. **Classic CalPERS Members.** Upon simultaneous retirement from the City and from CalPERS Retirement system, a "Classic" member who has reached the age of fifty-five (55) shall continue to receive City paid health insurance based on the following terms of eligibility and level of City payment for the benefit:

i. All Classic Officials **elected prior to March 15, 2000** shall be eligible for City paid health insurance for the Official and his/her spouse.
ii. For all Classic Officials **elected between March 15, 2000 and December 31, 2008**, the cost of the retiree coverage shall be paid by the City with the cost of such insurance for spousal coverage paid by the retiree at a rate of one-hundred seventy-five dollars ($175) per month.
iii. For all Classic Officials **elected on or after January 1, 2009**, the cost of the retiree coverage shall be paid by the City with the cost of such insurance for spousal coverage paid by the retiree at a base rate of two hundred and fifty dollars ($250) per month.

1) This rate shall be adjusted annually upwards or downwards at the beginning of each Health Plan Year by half of the percentage change in the City's contribution to the Health Insurance Plan compared to the prior year.

2) At no time should the retiree's cost exceed 50% of the City's actual cost.

b. **PEPRA CalPERS Members** Upon simultaneous retirement from the City and from CalPERS Retirement system, a "PEPRA" member elected on or after January 1, 2013 who has reached the age of sixty-two (62) shall continue to receive City paid health insurance based on the following terms of eligibility and level of City payment for the benefit:

i. For any PEPRA member elected on or after January 1, 2013, the City shall pay the premium contribution toward health insurance of such PEPRA member who upon retirement has reached the age of 62 years, has at least twelve (12) years of service with the City, and commences to receive CalPERS benefits.
ii. The cost of spousal coverage shall be $250 per month. This rate shall be adjusted downward or upward annually by half of the City's percentage change compared to the prior plan year. This rate adjustment shall be effective for Plan Year beginning 2019.
iii. At no time should the retiree's cost exceed 50% of the City's actual cost.

3. All other positions covered in this Resolution will follow the benefits negotiated in the MOU of the respective employee bargaining group.

4. **Wellness Stipend**
a. All affected employees will receive up to five hundred dollars ($500.00) per fiscal year to cover the cost of physical examinations, smoking cessation, diabetes management programs, weight loss programs, preventative health screenings and gym memberships. This amount shall be cumulative to a total of one thousand dollars ($1,000) every two years.

b. Any doctor of the employee's choice may provide said examination.

c. Acceptable proof of participation in a wellness program such as a doctor's certification, certificate of completion from a recognized medical professional, and/or statement or receipt for gym membership. Proof of participation must be current and within a timeframe comparable to expected completion of said program/examination.

5. **Industrial Injury Benefits — Workers Compensation**. For leave of absence due to injury arising out of, and in the course of employment, the City will pay in accordance with the MOU of the respective employee bargaining group in lieu of temporary disability

payments. Sworn personnel covered herein shall be compensated in accordance with the California Labor Code for sworn personnel.

SECTION 6. EFFECT: This Resolution shall take effect immediately upon adoption by the City Council.

SECTION 7. REPEALS: Any previous resolutions and amendments of the City Council affecting the rate of compensation and/or benefits for all unrepresented employee positions, as designated herein, are hereby repealed.

Passed, approved and adopted on this 25th day of January, 2022.

TASHA CERDA, Mayor

ATTEST:

for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VAZQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6550** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **25th day of January, 2022,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, KASKANIAN, MAYOR PRO TEM TANAKA AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

E X H I B I T "A"
LIST OF POSITIONS AS OF JANUARY 25, 2022

ELECTED OFFICIALS:

Mayor
Councilmember
City Clerk
City Treasurer

APPOINTED POSITIONS: ***Appointed At-Will***

City Manager* — Appointed by City Council
City Attorney — Professional Services Agreement (not compensated as a City employee)
Deputy City Clerk* – Appointed by City Clerk
Deputy City Treasurer* – Appointed by City Treasurer

EXECUTIVE MANAGEMENT POSITIONS: ***Appointed At-Will***

Chief of Police
Department Head*
Police Captain
Police Lieutenant

CONFIDENTIAL POSITIONS:

Accountant/Cost Accountant* (Administrative Services)
Accounting/Finance Manager* (Administrative Services)
Assistant to the City Manager*
Chief Fiscal Officer* (Administrative Services)
Executive Assistant to Chief of Police*
Executive Office Assistant* (Elected & City Manager's Office)
Financial Services Manager*
Financial Services Technician* (Administrative Services)
Help Desk Technician*
Human Resources Analyst*
Human Resources/Dept Coordinator* (Administrative Services)
Human Resources Manager*
Human Resources Technician*
Information Technology Coordinator*
Information Technology Supervisor*
Joint Powers Authority Accountant*
Payroll Specialist*
Payroll/Personnel Technician* (Administrative Services)
Senior Human Resources Analyst*
Transit Administrative Officer*
Transit Maintenance Manager*
Transit Operations Manager*
Transit Operations Officer*

** Positions identified to receive Management Leave*

Note: Any position permanently assigned to work in the City Manager's Office or the Human Resources Office shall be classified as a Confidential Position without the obligation to Meet & Confer.

CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
Effective December 9, 2025

Schedule 350 - 2nd Amendment to City Manager Employment Contract, Educational Incencive Pay; effective December 9, 2025

4 Lifeguard Trainee

	1
HOURLY	16.5000

5 Recreation Instructor

HOURLY RANGE	20.00 - 35.00

6 Clerical Aide I
6 Police Aide

STEP	*4*	*6*
ANNUAL	32,400.00	35,724.00
MONTHLY	2,700.00	2,977.00
BI-WEEKLY	1,246.15	1,374.00
HOURLY	15.5769	17.1750

7 Peer Advocate Counselor II
7 Storeroom Aide

STEP	*6*
ANNUAL	34,908.00
MONTHLY	2,909.00
BI-WEEKLY	1,342.62
HOURLY	16.7827

8 Community Aide I

STEP	*5*	*6*
ANNUAL	34,068.00	35,772.00
MONTHLY	2,839.00	2,981.00
BI-WEEKLY	1,310.31	1,375.85
HOURLY	16.3788	17.1981

13

STEP	*5*	*6*
ANNUAL	34,956.00	36,708.00
MONTHLY	2,913.00	3,059.00
BI-WEEKLY	1,344.46	1,411.85
HOURLY	16.8058	17.6481

14 Pool Cashier

STEP	*4*	*5*	*6*
ANNUAL	34,116.00	35,820.00	37,608.00
MONTHLY	2,843.00	2,985.00	3,134.00
BI-WEEKLY	1,312.15	1,377.69	1,446.46
HOURLY	16.4019	17.2212	18.0808

15

STEP	[redacted]	*4*	*5*	*6*
ANNUAL		34,980.00	36,732.00	38,568.00
MONTHLY		2,915.00	3,061.00	3,214.00
BI-WEEKLY		1,345.38	1,412.77	1,483.38
HOURLY		16.8173	17.6596	18.5423

16

STEP	[redacted]	*3*	*4*	*5*	*6*
ANNUAL		34,152.00	35,856.00	37,644.00	39,528.00
MONTHLY		2,846.00	2,988.00	3,137.00	3,294.00
BI-WEEKLY		1,313.54	1,379.08	1,447.85	1,520.31
HOURLY		16.4192	17.2385	18.0981	19.0038

17 Clerk Typist

STEP	[redacted]	*3*	*4*	*5*	*6*
ANNUAL		35,004.00	36,756.00	38,592.00	40,524.00
MONTHLY		2,917.00	3,063.00	3,216.00	3,377.00
BI-WEEKLY		1,346.31	1,413.69	1,484.31	1,558.62
HOURLY		16.8288	17.6712	18.5538	19.4827

18

STEP	[redacted]	*3*	*4*	*5*	*6*
ANNUAL	34,176.00	35,880.00	37,680.00	39,564.00	41,544.00
MONTHLY	2,848.00	2,990.00	3,140.00	3,297.00	3,462.00
BI-WEEKLY	1,314.46	1,380.00	1,449.23	1,521.69	1,597.85
HOURLY	16.4308	17.2500	18.1154	19.0212	19.9731

19

STEP	[redacted]	*2*	*3*	*4*	*5*	*6*
ANNUAL		35,016.00	36,768.00	38,604.00	40,536.00	42,564.00
MONTHLY		2,918.00	3,064.00	3,217.00	3,378.00	3,547.00
BI-WEEKLY		1,346.77	1,414.15	1,484.77	1,559.08	1,637.08
HOURLY		16.8346	17.6769	18.5596	19.4885	20.4635

20

STEP	[redacted]	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,188.00	35,892.00	37,692.00	39,576.00	41,556.00	43,632.00
MONTHLY	2,849.00	2,991.00	3,141.00	3,298.00	3,463.00	3,636.00
BI-WEEKLY	1,314.92	1,380.46	1,449.69	1,522.15	1,598.31	1,678.15
HOURLY	16.4365	17.2558	18.1212	19.0269	19.9788	20.9769

21 Police Cadet

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,028.00	36,780.00	38,616.00	40,548.00	42,576.00	44,700.00
MONTHLY	2,919.00	3,065.00	3,218.00	3,379.00	3,548.00	3,725.00
BI-WEEKLY	1,347.23	1,414.62	1,485.23	1,559.54	1,637.54	1,719.23
HOURLY	16.8404	17.6827	18.5654	19.4942	20.4692	21.4904

22 FCC Program Assistant I
22 Geriatric Aide
22 Human Services Aide
22 Recreation Leader I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,904.00	37,704.00	39,588.00	41,568.00	43,644.00	45,828.00
MONTHLY	2,992.00	3,142.00	3,299.00	3,464.00	3,637.00	3,819.00
BI-WEEKLY	1,380.92	1,450.15	1,522.62	1,598.77	1,678.62	1,762.62
HOURLY	17.2615	18.1269	19.0327	19.9846	20.9827	22.0327

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,804.00	38,640.00	40,572.00	42,600.00	44,736.00	46,968.00
MONTHLY	3,067.00	3,220.00	3,381.00	3,550.00	3,728.00	3,914.00
BI-WEEKLY	1,415.54	1,486.15	1,560.46	1,638.46	1,720.62	1,806.46
HOURLY	17.6942	18.5769	19.5058	20.4808	21.5077	22.5808

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,728.00	39,612.00	41,592.00	43,668.00	45,852.00	48,144.00
MONTHLY	3,144.00	3,301.00	3,466.00	3,639.00	3,821.00	4,012.00
BI-WEEKLY	1,451.08	1,523.54	1,599.69	1,679.54	1,763.54	1,851.69
HOURLY	18.1385	19.0442	19.9962	20.9942	22.0442	23.1462

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,676.00	40,608.00	42,636.00	44,772.00	47,016.00	49,368.00
MONTHLY	3,223.00	3,384.00	3,553.00	3,731.00	3,918.00	4,114.00
BI-WEEKLY	1,487.54	1,561.85	1,639.85	1,722.00	1,808.31	1,898.77
HOURLY	18.5942	19.5231	20.4981	21.5250	22.6038	23.7346

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,636.00	41,616.00	43,692.00	45,876.00	48,168.00	50,580.00
MONTHLY	3,303.00	3,468.00	3,641.00	3,823.00	4,014.00	4,215.00
BI-WEEKLY	1,524.46	1,600.62	1,680.46	1,764.46	1,852.62	1,945.38
HOURLY	19.0558	20.0077	21.0058	22.0558	23.1577	24.3173

27 Lifeguard

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,620.00	42,648.00	44,784.00	47,028.00	49,380.00	51,852.00
MONTHLY	3,385.00	3,554.00	3,732.00	3,919.00	4,115.00	4,321.00
BI-WEEKLY	1,562.31	1,640.31	1,722.46	1,808.77	1,899.23	1,994.31
HOURLY	19.5288	20.5038	21.5308	22.6096	23.7404	24.9288

28 Meal Services Coordinator
28 Police Assistant
28 Recreation Leader II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	41,628.00	43,704.00	45,888.00	48,180.00	50,592.00	53,124.00
MONTHLY	3,469.00	3,642.00	3,824.00	4,015.00	4,216.00	4,427.00
BI-WEEKLY	1,601.08	1,680.92	1,764.92	1,853.08	1,945.85	2,043.23
HOURLY	20.0135	21.0115	22.0615	23.1635	24.3231	25.5404

29 Account Clerk
29 Customer Service Clerk I
29 Printing & Technology Intern
29 Recreation Therapist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	42,672.00	44,808.00	47,052.00	49,404.00	51,876.00	54,468.00
MONTHLY	3,556.00	3,734.00	3,921.00	4,117.00	4,323.00	4,539.00
BI-WEEKLY	1,641.23	1,723.38	1,809.69	1,900.15	1,995.23	2,094.92
HOURLY	20.5154	21.5423	22.6212	23.7519	24.9404	26.1865

30 Certified Nursing Assistant
30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II
30 Lifeguard/Swim Instuctor
30 Office Specialist

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	43,728.00	45,912.00	48,204.00	50,616.00	53,148.00	55,800.00
MONTHLY	3,644.00	3,826.00	4,017.00	4,218.00	4,429.00	4,650.00
BI-WEEKLY	1,681.85	1,765.85	1,854.00	1,946.77	2,044.15	2,146.15
HOURLY	21.0231	22.0731	23.1750	24.3346	25.5519	26.8269

31 On-Demand (Micro/Paratransit) Operator
31 Paratransit Driver

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	44,832.00	47,076.00	49,428.00	51,900.00	54,492.00	57,216.00
MONTHLY	3,736.00	3,923.00	4,119.00	4,325.00	4,541.00	4,768.00
BI-WEEKLY	1,724.31	1,810.62	1,901.08	1,996.15	2,095.85	2,200.62
HOURLY	21.5538	22.6327	23.7635	24.9519	26.1981	27.5077

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	45,948.00	48,240.00	50,652.00	53,184.00	55,848.00	58,644.00
MONTHLY	3,829.00	4,020.00	4,221.00	4,432.00	4,654.00	4,887.00
BI-WEEKLY	1,767.23	1,855.38	1,948.15	2,045.54	2,148.00	2,255.54
HOURLY	22.0904	23.1923	24.3519	25.5692	26.8500	28.1942

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Public Safety Officer
33 Relief Bus Operator Trainee

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	47,100.00	49,452.00	51,924.00	54,516.00	57,240.00	60,108.00
MONTHLY	3,925.00	4,121.00	4,327.00	4,543.00	4,770.00	5,009.00
BI-WEEKLY	1,811.54	1,902.00	1,997.08	2,096.77	2,201.54	2,311.85
HOURLY	22.6442	23.7750	24.9635	26.2096	27.5192	28.8981

34 Custodian II
34 Graffiti Technician
34 On-Demand Transit Dispatcher
34 Paratransit Dispatcher
34 Park Maintenance Worker I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,276.00	50,688.00	53,220.00	55,884.00	58,680.00	61,620.00
MONTHLY	4,023.00	4,224.00	4,435.00	4,657.00	4,890.00	5,135.00
BI-WEEKLY	1,856.77	1,949.54	2,046.92	2,149.38	2,256.92	2,370.00
HOURLY	23.2096	24.3692	25.5865	26.8673	28.2115	29.6250

35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,488.00	51,960.00	54,564.00	57,288.00	60,156.00	63,168.00
MONTHLY	4,124.00	4,330.00	4,547.00	4,774.00	5,013.00	5,264.00
BI-WEEKLY	1,903.38	1,998.46	2,098.62	2,203.38	2,313.69	2,429.54
HOURLY	23.7923	24.9808	26.2327	27.5423	28.9212	30.3692

36 Court Liaison
36 Intermediate Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	50,724.00	53,256.00	55,920.00	58,716.00	61,656.00	64,740.00
MONTHLY	4,227.00	4,438.00	4,660.00	4,893.00	5,138.00	5,395.00
BI-WEEKLY	1,950.92	2,048.31	2,150.77	2,258.31	2,371.38	2,490.00
HOURLY	24.3865	25.6038	26.8846	28.2288	29.6423	31.1250

37 Nutrition Services Coordinator
37 Relief Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,996.00	54,600.00	57,336.00	60,204.00	63,216.00	66,372.00
MONTHLY	4,333.00	4,550.00	4,778.00	5,017.00	5,268.00	5,531.00
BI-WEEKLY	1,999.85	2,100.00	2,205.23	2,315.54	2,431.38	2,552.77
HOURLY	24.9981	26.2500	27.5654	28.9442	30.3923	31.9096

38 Activity Coordinator
38 Equipment Utility Worker II
38 Homeless Coordinator
38 Police Records Technician I
38 Police Service Technician
38 Purchasing Clerk
38 Senior Account Clerk
38 Senior Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,292.00	55,956.00	58,752.00	61,692.00	64,776.00	68,016.00
MONTHLY	4,441.00	4,663.00	4,896.00	5,141.00	5,398.00	5,668.00
BI-WEEKLY	2,049.69	2,152.15	2,259.69	2,372.77	2,491.38	2,616.00
HOURLY	25.6212	26.9019	28.2462	29.6596	31.1423	32.7000

39 Apprentice Mechanic
39 Home Improvement Lead Person
39 Park Maintenance Worker II
39 Records Management Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,624.00	57,360.00	60,228.00	63,240.00	66,408.00	69,732.00
MONTHLY	4,552.00	4,780.00	5,019.00	5,270.00	5,534.00	5,811.00
BI-WEEKLY	2,100.92	2,206.15	2,316.46	2,432.31	2,554.15	2,682.00
HOURLY	26.2615	27.5769	28.9558	30.4038	31.9269	33.5250

40 Engineering Aide
40 FCC Education Assistant III
40 FCC Program Assistant III
40 Public Works Coordinator
40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,980.00	58,776.00	61,716.00	64,800.00	68,040.00	71,448.00
MONTHLY	4,665.00	4,898.00	5,143.00	5,400.00	5,670.00	5,954.00
BI-WEEKLY	2,153.08	2,260.62	2,373.69	2,492.31	2,616.92	2,748.00
HOURLY	26.9135	28.2577	29.6712	31.1538	32.7115	34.3500

41 Deputy City Clerk I
41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,384.00	60,252.00	63,264.00	66,432.00	69,756.00	73,248.00
MONTHLY	4,782.00	5,021.00	5,272.00	5,536.00	5,813.00	6,104.00
BI-WEEKLY	2,207.08	2,317.38	2,433.23	2,555.08	2,682.92	2,817.23
HOURLY	27.5885	28.9673	30.4154	31.9385	33.5365	35.2154

42 Community Center Coordinator
42 Community Services Officer
42 Human Services Coordinator
42 Police Records Technician II
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Social Services Coordinator
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,824.00	61,764.00	64,848.00	68,088.00	71,496.00	75,072.00
MONTHLY	4,902.00	5,147.00	5,404.00	5,674.00	5,958.00	6,256.00
BI-WEEKLY	2,262.46	2,375.54	2,494.15	2,618.77	2,749.85	2,887.38
HOURLY	28.2808	29.6942	31.1769	32.7346	34.3731	36.0923

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,288.00	63,300.00	66,468.00	69,792.00	73,284.00	76,944.00
MONTHLY	5,024.00	5,275.00	5,539.00	5,816.00	6,107.00	6,412.00
BI-WEEKLY	2,318.77	2,434.62	2,556.46	2,684.31	2,818.62	2,959.38
HOURLY	28.9846	30.4327	31.9558	33.5538	35.2327	36.9923

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,800.00	64,896.00	68,136.00	71,544.00	75,120.00	78,876.00
MONTHLY	5,150.00	5,408.00	5,678.00	5,962.00	6,260.00	6,573.00
BI-WEEKLY	2,376.92	2,496.00	2,620.62	2,751.69	2,889.23	3,033.69
HOURLY	29.7115	31.2000	32.7577	34.3962	36.1154	37.9212

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,348.00	66,516.00	69,840.00	73,332.00	77,004.00	80,856.00
MONTHLY	5,279.00	5,543.00	5,820.00	6,111.00	6,417.00	6,738.00
BI-WEEKLY	2,436.46	2,558.31	2,686.15	2,820.46	2,961.69	3,109.85
HOURLY	30.4558	31.9788	33.5769	35.2558	37.0212	38.8731

46 Heavy Equipment Operator
46 Street Traffic Painter

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,932.00	68,184.00	71,592.00	75,168.00	78,924.00	82,872.00
MONTHLY	5,411.00	5,682.00	5,966.00	6,264.00	6,577.00	6,906.00
BI-WEEKLY	2,497.38	2,622.46	2,753.54	2,891.08	3,035.54	3,187.38
HOURLY	31.2173	32.7808	34.4192	36.1385	37.9442	39.8423

47 Equipment Mechanic
47 Graphics Technician
47 Maintenance Painter
47 Senior Building Maintenance Worker
47 Transit Mechanic
47 Transit Parts/Storeroom Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,552.00	69,876.00	73,368.00	77,040.00	80,892.00	84,936.00
MONTHLY	5,546.00	5,823.00	6,114.00	6,420.00	6,741.00	7,078.00
BI-WEEKLY	2,559.69	2,687.54	2,821.85	2,963.08	3,111.23	3,266.77
HOURLY	31.9962	33.5942	35.2731	37.0385	38.8904	40.8346

48 Custodian-Lead
48 Financial Services Technician
48 Human Resources Technician
48 Junior Accountant
48 Property and Evidence Technician

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,220.00	71,628.00	75,204.00	78,960.00	82,908.00	87,048.00
MONTHLY	5,685.00	5,969.00	6,267.00	6,580.00	6,909.00	7,254.00
BI-WEEKLY	2,623.85	2,754.92	2,892.46	3,036.92	3,188.77	3,348.00
HOURLY	32.7981	34.4365	36.1558	37.9615	39.8596	41.8500

49 Administrative Analyst I
49 Community Services Counselor
49 Program Coordinator
49 Recreation Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,924.00	73,416.00	77,088.00	80,940.00	84,984.00	89,232.00
MONTHLY	5,827.00	6,118.00	6,424.00	6,745.00	7,082.00	7,436.00
BI-WEEKLY	2,689.38	2,823.69	2,964.92	3,113.08	3,268.62	3,432.00
HOURLY	33.6173	35.2962	37.0615	38.9135	40.8577	42.9000

50 Case Management Supervisor/Instructor
50 Transit Dispatcher/Operations Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,676.00	75,264.00	79,032.00	82,980.00	87,132.00	91,488.00
MONTHLY	5,973.00	6,272.00	6,586.00	6,915.00	7,261.00	7,624.00
BI-WEEKLY	2,756.77	2,894.77	3,039.69	3,191.54	3,351.23	3,518.77
HOURLY	34.4596	36.1846	37.9962	39.8942	41.8904	43.9846

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Equipment Mechanic
51 Lead Mechanic
51 Planning Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,464.00	77,136.00	80,988.00	85,032.00	89,280.00	93,744.00
MONTHLY	6,122.00	6,428.00	6,749.00	7,086.00	7,440.00	7,812.00
BI-WEEKLY	2,825.54	2,966.77	3,114.92	3,270.46	3,433.85	3,605.54
HOURLY	35.3192	37.0846	38.9365	40.8808	42.9231	45.0692

52 Payroll Specialist
52 Purchasing Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,300.00	79,068.00	83,016.00	87,168.00	91,524.00	96,096.00
MONTHLY	6,275.00	6,589.00	6,918.00	7,264.00	7,627.00	8,008.00
BI-WEEKLY	2,896.15	3,041.08	3,192.92	3,352.62	3,520.15	3,696.00
HOURLY	36.2019	38.0135	39.9115	41.9077	44.0019	46.2000

53 Code Enforcement Officer
53 FCC Education Coordinator
53 Park Maintenance Lead
53 Public Works Inspector
53 Public Works Lead
53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,184.00	81,048.00	85,104.00	89,364.00	93,828.00	98,520.00
MONTHLY	6,432.00	6,754.00	7,092.00	7,447.00	7,819.00	8,210.00
BI-WEEKLY	2,968.62	3,117.23	3,273.23	3,437.08	3,608.77	3,789.23
HOURLY	37.1077	38.9654	40.9154	42.9635	45.1096	47.3654

54 Administrative Analyst II
54 Building Maintenance Lead
54 Forensic Technician
54 Transit Marketing Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,128.00	83,088.00	87,240.00	91,608.00	96,192.00	101,004.00
MONTHLY	6,594.00	6,924.00	7,270.00	7,634.00	8,016.00	8,417.00
BI-WEEKLY	3,043.38	3,195.69	3,355.38	3,523.38	3,699.69	3,884.77
HOURLY	38.0423	39.9462	41.9423	44.0423	46.2462	48.5596

55 Crime Analyst
55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,108.00	85,164.00	89,424.00	93,900.00	98,592.00	103,524.00
MONTHLY	6,759.00	7,097.00	7,452.00	7,825.00	8,216.00	8,627.00
BI-WEEKLY	3,119.54	3,275.54	3,439.38	3,611.54	3,792.00	3,981.69
HOURLY	38.9942	40.9442	42.9923	45.1442	47.4000	49.7712

56 Administrative Coordinator
56 Assistant Engineer
56 FCC Program Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,124.00	87,276.00	91,644.00	96,228.00	101,040.00	106,092.00
MONTHLY	6,927.00	7,273.00	7,637.00	8,019.00	8,420.00	8,841.00
BI-WEEKLY	3,197.08	3,356.77	3,524.77	3,701.08	3,886.15	4,080.46
HOURLY	39.9635	41.9596	44.0596	46.2635	48.5769	51.0058

57 Communications Liaison Officer
57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,212.00	89,472.00	93,948.00	98,640.00	103,572.00	108,756.00
MONTHLY	7,101.00	7,456.00	7,829.00	8,220.00	8,631.00	9,063.00
BI-WEEKLY	3,277.38	3,441.23	3,613.38	3,793.85	3,983.54	4,182.92
HOURLY	40.9673	43.0154	45.1673	47.4231	49.7942	52.2865

58 Associate Planner
58 Code Enforcement Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	87,348.00	91,716.00	96,300.00	101,112.00	106,164.00	111,468.00
MONTHLY	7,279.00	7,643.00	8,025.00	8,426.00	8,847.00	9,289.00
BI-WEEKLY	3,359.54	3,527.54	3,703.85	3,888.92	4,083.23	4,287.23
HOURLY	41.9942	44.0942	46.2981	48.6115	51.0404	53.5904

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,532.00	94,008.00	98,712.00	103,644.00	108,828.00	114,264.00
MONTHLY	7,461.00	7,834.00	8,226.00	8,637.00	9,069.00	9,522.00
BI-WEEKLY	3,443.54	3,615.69	3,796.62	3,986.31	4,185.69	4,394.77
HOURLY	43.0442	45.1962	47.4577	49.8288	52.3212	54.9346

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,764.00	96,348.00	101,160.00	106,224.00	111,540.00	117,120.00
MONTHLY	7,647.00	8,029.00	8,430.00	8,852.00	9,295.00	9,760.00
BI-WEEKLY	3,529.38	3,705.69	3,890.77	4,085.54	4,290.00	4,504.62
HOURLY	44.1173	46.3212	48.6346	51.0692	53.6250	56.3077

61 Administrative Analyst III
61 Associate Engineer
61 Information Technology Systems Analyst - Transit
61 Transit Planning and Scheduling Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,056.00	98,760.00	103,704.00	108,888.00	114,336.00	120,048.00
MONTHLY	7,838.00	8,230.00	8,642.00	9,074.00	9,528.00	10,004.00
BI-WEEKLY	3,617.54	3,798.46	3,988.62	4,188.00	4,397.54	4,617.23
HOURLY	45.2192	47.4808	49.8577	52.3500	54.9692	57.7154

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	96,408.00	101,232.00	106,296.00	111,612.00	117,192.00	123,048.00
MONTHLY	8,034.00	8,436.00	8,858.00	9,301.00	9,766.00	10,254.00
BI-WEEKLY	3,708.00	3,893.54	4,088.31	4,292.77	4,507.38	4,732.62
HOURLY	46.3500	48.6692	51.1038	53.6596	56.3423	59.1577

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,820.00	103,764.00	108,948.00	114,396.00	120,120.00	126,132.00
MONTHLY	8,235.00	8,647.00	9,079.00	9,533.00	10,010.00	10,511.00
BI-WEEKLY	3,800.77	3,990.92	4,190.31	4,399.85	4,620.00	4,851.23
HOURLY	47.5096	49.8865	52.3788	54.9981	57.7500	60.6404

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	101,292.00	106,356.00	111,672.00	117,252.00	123,120.00	129,276.00
MONTHLY	8,441.00	8,863.00	9,306.00	9,771.00	10,260.00	10,773.00
BI-WEEKLY	3,895.85	4,090.62	4,295.08	4,509.69	4,735.38	4,972.15
HOURLY	48.6981	51.1327	53.6885	56.3712	59.1923	62.1519

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	103,824.00	109,020.00	114,468.00	120,192.00	126,204.00	132,516.00
MONTHLY	8,652.00	9,085.00	9,539.00	10,016.00	10,517.00	11,043.00
BI-WEEKLY	3,993.23	4,193.08	4,402.62	4,622.77	4,854.00	5,096.77
HOURLY	49.9154	52.4135	55.0327	57.7846	60.6750	63.7096

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,416.00	111,732.00	117,324.00	123,192.00	129,348.00	135,816.00
MONTHLY	8,868.00	9,311.00	9,777.00	10,266.00	10,779.00	11,318.00
BI-WEEKLY	4,092.92	4,297.38	4,512.46	4,738.15	4,974.92	5,223.69
HOURLY	51.1615	53.7173	56.4058	59.2269	62.1865	65.2962

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	109,080.00	114,540.00	120,264.00	126,276.00	132,588.00	139,212.00
MONTHLY	9,090.00	9,545.00	10,022.00	10,523.00	11,049.00	11,601.00
BI-WEEKLY	4,195.38	4,405.38	4,625.54	4,856.77	5,099.54	5,354.31
HOURLY	52.4423	55.0673	57.8192	60.7096	63.7442	66.9288

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,424.00	62,400.00	65,520.00	68,796.00	72,240.00	75,852.00
MONTHLY	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00	6,321.00
BI-WEEKLY	2,285.54	2400.00	2520.00	2,646.00	2,778.46	2,917.38
HOURLY	28.5692	30.0000	31.5000	33.0750	34.7308	36.4673
Specialty - 5%	247.60	260.00	273.00	286.65	301.00	316.05

104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,508.00	68,784.00	72,228.00	75,840.00	79,632.00	83,616.00
MONTHLY	5,459.00	5,732.00	6,019.00	6,320.00	6,636.00	6,968.00
BI-WEEKLY	2,519.54	2,645.54	2,778.00	2,916.92	3,062.77	3,216.00
HOURLY	31.4942	33.0692	34.7250	36.4615	38.2846	40.2000
Lgy Bonus 10	136.48	143.30	150.48	158.00	165.90	174.20
Lgy Bonus 20	272.95	286.60	300.95	316.00	331.80	348.40
Lgy Bonus 25	409.43	429.90	451.43	474.00	497.70	522.60

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,140.00	70,500.00	74,028.00	77,724.00	81,612.00	85,692.00
MONTHLY	5,595.00	5,875.00	6,169.00	6,477.00	6,801.00	7,141.00
BI-WEEKLY	2,582.31	2711.54	2847.23	2989.38	3138.92	3295.85
HOURLY	32.2788	33.8942	35.5904	37.3673	39.2365	41.1981
Lgy Bonus 10	139.88	146.88	154.23	161.93	170.03	178.53
Lgy Bonus 20	279.75	293.75	308.45	323.85	340.05	357.05
Lgy Bonus 25	419.63	440.63	462.68	485.78	510.08	535.58

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,820.00	72,264.00	75,876.00	79,668.00	83,652.00	87,840.00
MONTHLY	5,735.00	6,022.00	6,323.00	6,639.00	6,971.00	7,320.00
BI-WEEKLY	2,646.92	2,779.38	2,918.31	3,064.15	3,217.38	3,378.46
HOURLY	33.0865	34.7423	36.4788	38.3019	40.2173	42.2308
Lgy Bonus 10	143.38	150.55	158.08	165.98	174.28	183.00
Lgy Bonus 20	286.75	301.10	316.15	331.95	348.55	366.00
Lgy Bonus 25	430.13	451.65	474.23	497.93	522.83	549.00

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,548.00	74,076.00	77,784.00	81,672.00	85,752.00	90,036.00
MONTHLY	5,879.00	6,173.00	6,482.00	6,806.00	7,146.00	7,503.00
BI-WEEKLY	2,713.38	2,849.08	2,991.69	3,141.23	3,298.15	3,462.92
HOURLY	33.9173	35.6135	37.3962	39.2654	41.2269	43.2865
Lgy Bonus 10	146.98	154.33	162.05	170.15	178.65	187.58
Lgy Bonus 20	293.95	308.65	324.10	340.30	357.30	375.15
Lgy Bonus 25	440.93	462.98	486.15	510.45	535.95	562.73

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,312.00	75,924.00	79,716.00	83,700.00	87,888.00	92,280.00
MONTHLY	6,026.00	6,327.00	6,643.00	6,975.00	7,324.00	7,690.00
BI-WEEKLY	2,781.23	2,920.15	3,066.00	3,219.23	3,380.31	3,549.23
HOURLY	34.7654	36.5019	38.3250	40.2404	42.2538	44.3654
Lgy Bonus 10	150.65	158.18	166.08	174.38	183.10	192.25
Lgy Bonus 20	301.30	316.35	332.15	348.75	366.20	384.50
Lgy Bonus 25	451.95	474.53	498.23	523.13	549.30	576.75

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,124.00	77,832.00	81,720.00	85,812.00	90,108.00	94,608.00
MONTHLY	6,177.00	6,486.00	6,810.00	7,151.00	7,509.00	7,884.00
BI-WEEKLY	2,850.92	2,993.54	3,143.08	3,300.46	3,465.69	3,638.77
HOURLY	35.6365	37.4192	39.2885	41.2558	43.3212	45.4846
Lgy Bonus 10	154.43	162.15	170.25	178.78	187.73	197.10
Lgy Bonus 20	308.85	324.30	340.50	357.55	375.45	394.20
Lgy Bonus 25	463.28	486.45	510.75	536.33	563.18	591.30

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,960.00	79,764.00	83,748.00	87,936.00	92,328.00	96,948.00
MONTHLY	6,330.00	6,647.00	6,979.00	7,328.00	7,694.00	8,079.00
BI-WEEKLY	2,921.54	3,067.85	3,221.08	3,382.15	3,551.08	3,728.77
HOURLY	36.5192	38.3481	40.2635	42.2769	44.3885	46.6096
Lgy Bonus 10	158.25	166.18	174.48	183.20	192.35	201.98
Lgy Bonus 20	316.50	332.35	348.95	366.40	384.70	403.95
Lgy Bonus 25	474.75	498.53	523.43	549.60	577.05	605.93

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,868.00	81,756.00	85,848.00	90,144.00	94,656.00	99,384.00
MONTHLY	6,489.00	6,813.00	7,154.00	7,512.00	7,888.00	8,282.00
BI-WEEKLY	2,994.92	3,144.46	3,301.85	3,467.08	3,640.62	3,822.46
HOURLY	37.4365	39.3058	41.2731	43.3385	45.5077	47.7808
Lgy Bonus 10	162.23	170.33	178.85	187.80	197.20	207.05
Lgy Bonus 20	324.45	340.65	357.70	375.60	394.40	414.10
Lgy Bonus 25	486.68	510.98	536.55	563.40	591.60	621.15

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,836.00	83,832.00	88,020.00	92,424.00	97,044.00	101,892.00
MONTHLY	6,653.00	6,986.00	7,335.00	7,702.00	8,087.00	8,491.00
BI-WEEKLY	3,070.62	3,224.31	3,385.38	3,554.77	3,732.46	3,918.92
HOURLY	38.3827	40.3038	42.3173	44.4346	46.6558	48.9865
Lgy Bonus 10	166.33	174.65	183.38	192.55	202.18	212.28
Lgy Bonus 20	332.65	349.30	366.75	385.10	404.35	424.55
Lgy Bonus 25	498.98	523.95	550.13	577.65	606.53	636.83

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,840.00	85,932.00	90,228.00	94,740.00	99,480.00	104,460.00
MONTHLY	6,820.00	7,161.00	7,519.00	7,895.00	8,290.00	8,705.00
BI-WEEKLY	3,147.69	3,305.08	3,470.31	3,643.85	3,826.15	4,017.69
HOURLY	39.3462	41.3135	43.3788	45.5481	47.8269	50.2212
Lgy Bonus 10	170.50	179.03	187.98	197.38	207.25	217.63
Lgy Bonus 20	341.00	358.05	375.95	394.75	414.50	435.25
Lgy Bonus 25	511.50	537.08	563.93	592.13	621.75	652.88

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,880.00	88,080.00	92,484.00	97,104.00	101,964.00	107,064.00
MONTHLY	6,990.00	7,340.00	7,707.00	8,092.00	8,497.00	8,922.00
BI-WEEKLY	3,226.15	3,387.69	3,557.08	3,734.77	3,921.69	4,117.85
HOURLY	40.3269	42.3462	44.4635	46.6846	49.0212	51.4731
Lgy Bonus 10	174.75	183.50	192.68	202.30	212.43	223.05
Lgy Bonus 20	349.50	367.00	385.35	404.60	424.85	446.10
Lgy Bonus 25	524.25	550.50	578.03	606.90	637.28	669.15

115 Deputy City Clerk/Records Management Officer
115 Deputy City Treasurer
115 Human Resources Analyst
115 Risk Management Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,980.00	90,276.00	94,788.00	99,528.00	104,508.00	109,728.00
MONTHLY	7,165.00	7,523.00	7,899.00	8,294.00	8,709.00	9,144.00
BI-WEEKLY	3,306.92	3,472.15	3,645.69	3,828.00	4,019.54	4,220.31
HOURLY	41.3365	43.4019	45.5712	47.8500	50.2442	52.7538
Lgy Bonus 10	179.13	188.08	197.48	207.35	217.73	228.60
Lgy Bonus 20	358.25	376.15	394.95	414.70	435.45	457.20
Lgy Bonus 25	537.38	564.23	592.43	622.05	653.18	685.80

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,116.00	92,520.00	97,152.00	102,012.00	107,112.00	112,464.00
MONTHLY	7,343.00	7,710.00	8,096.00	8,501.00	8,926.00	9,372.00
BI-WEEKLY	3,389.08	3,558.46	3,736.62	3,923.54	4,119.69	4,325.54
HOURLY	42.3635	44.4808	46.7077	49.0442	51.4962	54.0692
Lgy Bonus 10	183.58	192.75	202.40	212.53	223.15	234.30
Lgy Bonus 20	367.15	385.50	404.80	425.05	446.30	468.60
Lgy Bonus 25	550.73	578.25	607.20	637.58	669.45	702.90

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,312.00	94,824.00	99,564.00	104,544.00	109,776.00	115,260.00
MONTHLY	7,526.00	7,902.00	8,297.00	8,712.00	9,148.00	9,605.00
BI-WEEKLY	3,473.54	3,647.08	3,829.38	4,020.92	4,222.15	4,433.08
HOURLY	43.4192	45.5885	47.8673	50.2615	52.7769	55.4135
Lgy Bonus 10	188.15	197.55	207.43	217.80	228.70	240.13
Lgy Bonus 20	376.30	395.10	414.85	435.60	457.40	480.25
Lgy Bonus 25	564.45	592.65	622.28	653.40	686.10	720.38

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	92,580.00	97,212.00	102,072.00	107,172.00	112,536.00	118,164.00
MONTHLY	7,715.00	8,101.00	8,506.00	8,931.00	9,378.00	9,847.00
BI-WEEKLY	3,560.77	3,738.92	3,925.85	4,122.00	4,328.31	4,544.77
HOURLY	44.5096	46.7365	49.0731	51.5250	54.1038	56.8096
Lgy Bonus 10	192.88	202.53	212.65	223.28	234.45	246.18
Lgy Bonus 20	385.75	405.05	425.30	446.55	468.90	492.35
Lgy Bonus 25	578.63	607.58	637.95	669.83	703.35	738.53

119 Accountant/Cost Accountant
119 Fleet Maintenance Supervisor
119 Transit Administrative Supervisor
119 Transit Training and Safety Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,884.00	99,624.00	104,604.00	109,836.00	115,332.00	121,104.00
MONTHLY	7,907.00	8,302.00	8,717.00	9,153.00	9,611.00	10,092.00
BI-WEEKLY	3,649.38	3,831.69	4,023.23	4,224.46	4,435.85	4,657.85
HOURLY	45.6173	47.8962	50.2904	52.8058	55.4481	58.2231
Lgy Bonus 10	197.68	207.55	217.93	228.83	240.28	252.30
Lgy Bonus 20	395.35	415.10	435.85	457.65	480.55	504.60
Lgy Bonus 25	593.03	622.65	653.78	686.48	720.83	756.90

120 Administrative Management Analyst II
120 Executive Office Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,272.00	102,132.00	107,244.00	112,608.00	118,236.00	124,152.00
MONTHLY	8,106.00	8,511.00	8,937.00	9,384.00	9,853.00	10,346.00
BI-WEEKLY	3,741.23	3,928.15	4,124.77	4,331.08	4,547.54	4,775.08
HOURLY	46.7654	49.1019	51.5596	54.1385	56.8442	59.6885
Lgy Bonus 10	202.65	212.78	223.43	234.60	246.33	258.65
Lgy Bonus 20	405.30	425.55	446.85	469.20	492.65	517.30
Lgy Bonus 25	607.95	638.33	670.28	703.80	738.98	775.95

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	99,696.00	104,676.00	109,908.00	115,404.00	121,176.00	127,236.00
MONTHLY	8,308.00	8,723.00	9,159.00	9,617.00	10,098.00	10,603.00
BI-WEEKLY	3,834.46	4,026.00	4,227.23	4,438.62	4,660.62	4,893.69
HOURLY	47.9308	50.3250	52.8404	55.4827	58.2577	61.1712
Lgy Bonus 10	207.70	218.08	228.98	240.43	252.45	265.08
Lgy Bonus 20	415.40	436.15	457.95	480.85	504.90	530.15
Lgy Bonus 25	623.10	654.23	686.93	721.28	757.35	795.23

122 Facilities Maintenance Supervisor
122 Senior Human Resources Analyst
122 Senior Planner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,192.00	107,304.00	112,668.00	118,296.00	124,212.00	130,428.00
MONTHLY	8,516.00	8,942.00	9,389.00	9,858.00	10,351.00	10,869.00
BI-WEEKLY	3,930.46	4,127.08	4,333.38	4,549.85	4,777.38	5,016.46
HOURLY	49.1308	51.5885	54.1673	56.8731	59.7173	62.7058
Lgy Bonus 10	212.90	223.55	234.73	246.45	258.78	271.73
Lgy Bonus 20	425.80	447.10	469.45	492.90	517.55	543.45
Lgy Bonus 25	638.70	670.65	704.18	739.35	776.33	815.18

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	104,748.00	109,980.00	115,476.00	121,248.00	127,308.00	133,668.00
MONTHLY	8,729.00	9,165.00	9,623.00	10,104.00	10,609.00	11,139.00
BI-WEEKLY	4,028.77	4,230.00	4,441.38	4,663.38	4,896.46	5,141.08
HOURLY	50.3596	52.8750	55.5173	58.2923	61.2058	64.2635
Lgy Bonus 10	218.23	229.13	240.58	252.60	265.23	278.48
Lgy Bonus 20	436.45	458.25	481.15	505.20	530.45	556.95
Lgy Bonus 25	654.68	687.38	721.73	757.80	795.68	835.43

124 Assistant Transit Operations Manager
124 Senior Administrative Analyst
124 Transit Training and Safety Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	107,376.00	112,740.00	118,380.00	124,296.00	130,512.00	137,040.00
MONTHLY	8,948.00	9,395.00	9,865.00	10,358.00	10,876.00	11,420.00
BI-WEEKLY	4,129.85	4,336.15	4,553.08	4,780.62	5,019.69	5,270.77
HOURLY	51.6231	54.2019	56.9135	59.7577	62.7462	65.8846
Lgy Bonus 10	223.70	234.88	246.63	258.95	271.90	285.50
Lgy Bonus 20	447.40	469.75	493.25	517.90	543.80	571.00
Lgy Bonus 25	671.10	704.63	739.88	776.85	815.70	856.50

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	110,052.00	115,560.00	121,344.00	127,416.00	133,788.00	140,472.00
MONTHLY	9,171.00	9,630.00	10,112.00	10,618.00	11,149.00	11,706.00
BI-WEEKLY	4,232.77	4,444.62	4,667.08	4,900.62	5,145.69	5,402.77
HOURLY	52.9096	55.5577	58.3385	61.2577	64.3212	67.5346
Lgy Bonus 10	229.28	240.75	252.80	265.45	278.73	292.65
Lgy Bonus 20	458.55	481.50	505.60	530.90	557.45	585.30
Lgy Bonus 25	687.83	722.25	758.40	796.35	836.18	877.95

126 Administrative Services Manager
126 Community Development Manager
126 Economic Development Manager
126 Family Child Care Manager
126 Recreation & Human Services Manager
126 Transportation Administrative Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	112,812.00	118,452.00	124,380.00	130,596.00	137,124.00	143,976.00
MONTHLY	9,401.00	9,871.00	10,365.00	10,883.00	11,427.00	11,998.00
BI-WEEKLY	4,338.92	4,555.85	4,783.85	5,022.92	5,274.00	5,537.54
HOURLY	54.2365	56.9481	59.7981	62.7865	65.9250	69.2192
Lgy Bonus 10	235.03	246.78	259.13	272.08	285.68	299.95
Lgy Bonus 20	470.05	493.55	518.25	544.15	571.35	599.90
Lgy Bonus 25	705.08	740.33	777.38	816.23	857.03	899.85

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	115,632.00	121,416.00	127,488.00	133,860.00	140,556.00	147,588.00
MONTHLY	9,636.00	10,118.00	10,624.00	11,155.00	11,713.00	12,299.00
BI-WEEKLY	4,447.38	4,669.85	4,903.38	5,148.46	5,406.00	5,676.46
HOURLY	55.5923	58.3731	61.2923	64.3558	67.5750	70.9558
Lgy Bonus 10	240.90	252.95	265.60	278.88	292.83	307.48
Lgy Bonus 20	481.80	505.90	531.20	557.75	585.65	614.95
Lgy Bonus 25	722.70	758.85	796.80	836.63	878.48	922.43

128 Equipment Maintenance Superintendent
128 Finance and Administrative Services Manager
128 Financial Services Manager
128 Transit Maintenance Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	118,524.00	124,452.00	130,680.00	137,220.00	144,084.00	151,284.00
MONTHLY	9,877.00	10,371.00	10,890.00	11,435.00	12,007.00	12,607.00
BI-WEEKLY	4,558.62	4,786.62	5,026.15	5,277.69	5,541.69	5,818.62
HOURLY	56.9827	59.8327	62.8269	65.9712	69.2712	72.7327
Lgy Bonus 10	246.93	259.28	272.25	285.88	300.18	315.18
Lgy Bonus 20	493.85	518.55	544.50	571.75	600.35	630.35
Lgy Bonus 25	740.78	777.83	816.75	857.63	900.53	945.53

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	121,488.00	127,560.00	133,944.00	140,640.00	147,672.00	155,052.00
MONTHLY	10,124.00	10,630.00	11,162.00	11,720.00	12,306.00	12,921.00
BI-WEEKLY	4,672.62	4,906.15	5,151.69	5,409.23	5,679.69	5,963.54
HOURLY	58.4077	61.3269	64.3962	67.6154	70.9962	74.5442
Lgy Bonus 10	253.10	265.75	279.05	293.00	307.65	323.03
Lgy Bonus 20	506.20	531.50	558.10	586.00	615.30	646.05
Lgy Bonus 25	759.30	797.25	837.15	879.00	922.95	969.08

130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Revenue and Purchasing Manager
130 Street Maintenance Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	124,512.00	130,740.00	137,280.00	144,144.00	151,356.00	158,928.00
MONTHLY	10,376.00	10,895.00	11,440.00	12,012.00	12,613.00	13,244.00
BI-WEEKLY	4,788.92	5,028.46	5,280.00	5,544.00	5,821.38	6,112.62
HOURLY	59.8615	62.8558	66.0000	69.3000	72.7673	76.4077
Lgy Bonus 10	259.40	272.38	286.00	300.30	315.33	331.10
Lgy Bonus 20	518.80	544.75	572.00	600.60	630.65	662.20
Lgy Bonus 25	778.20	817.13	858.00	900.90	945.98	993.30

131 Plan Check Engineer
131 Transit Operations Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	127,632.00	134,016.00	140,712.00	147,744.00	155,136.00	162,888.00
MONTHLY	10,636.00	11,168.00	11,726.00	12,312.00	12,928.00	13,574.00
BI-WEEKLY	4,908.92	5,154.46	5,412.00	5,682.46	5,966.77	6,264.92
HOURLY	61.3615	64.4308	67.6500	71.0308	74.5846	78.3115
Lgy Bonus 10	265.90	279.20	293.15	307.80	323.20	339.35
Lgy Bonus 20	531.80	558.40	586.30	615.60	646.40	678.70
Lgy Bonus 25	797.70	837.60	879.45	923.40	969.60	1018.05

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	130,824.00	137,364.00	144,228.00	151,440.00	159,012.00	166,968.00
MONTHLY	10,902.00	11,447.00	12,019.00	12,620.00	13,251.00	13,914.00
BI-WEEKLY	5,031.69	5,283.23	5,547.23	5,824.62	6,115.85	6,421.85
HOURLY	62.8962	66.0404	69.3404	72.8077	76.4481	80.2731
Lgy Bonus 10	272.55	286.18	300.48	315.50	331.28	347.85
Lgy Bonus 20	545.10	572.35	600.95	631.00	662.55	695.70
Lgy Bonus 25	817.65	858.53	901.43	946.50	993.83	1043.55

133 Human Resources Manager
133 Public Works Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	134,076.00	140,784.00	147,828.00	155,220.00	162,984.00	171,132.00
MONTHLY	11,173.00	11,732.00	12,319.00	12,935.00	13,582.00	14,261.00
BI-WEEKLY	5,156.77	5,414.77	5,685.69	5,970.00	6,268.62	6,582.00
HOURLY	64.4596	67.6846	71.0712	74.6250	78.3577	82.2750
Lgy Bonus 10	279.33	293.30	307.98	323.38	339.55	356.53
Lgy Bonus 20	558.65	586.60	615.95	646.75	679.10	713.05
Lgy Bonus 25	837.98	879.90	923.93	970.13	1018.65	1069.58

134 Assistant to the City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	137,448.00	144,324.00	151,536.00	159,108.00	167,064.00	175,416.00
MONTHLY	11,454.00	12,027.00	12,628.00	13,259.00	13,922.00	14,618.00
BI-WEEKLY	5,286.46	5,550.92	5,828.31	6,119.54	6,425.54	6,746.77
HOURLY	66.0808	69.3865	72.8538	76.4942	80.3192	84.3346
Lgy Bonus 10	286.35	300.68	315.70	331.48	348.05	365.45
Lgy Bonus 20	572.70	601.35	631.40	662.95	696.10	730.90
Lgy Bonus 25	859.05	902.03	947.10	994.43	1044.15	1096.35

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	140,868.00	147,912.00	155,304.00	163,068.00	171,216.00	179,772.00
MONTHLY	11,739.00	12,326.00	12,942.00	13,589.00	14,268.00	14,981.00
BI-WEEKLY	5,418.00	5,688.92	5,973.23	6,271.85	6,585.23	6,914.31
HOURLY	67.7250	71.1115	74.6654	78.3981	82.3154	86.4288
Lgy Bonus 10	293.48	308.15	323.55	339.73	356.70	374.53
Lgy Bonus 20	586.95	616.30	647.10	679.45	713.40	749.05
Lgy Bonus 25	880.43	924.45	970.65	1019.18	1070.10	1123.58

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	144,384.00	151,608.00	159,192.00	167,148.00	175,500.00	184,272.00
MONTHLY	12,032.00	12,634.00	13,266.00	13,929.00	14,625.00	15,356.00
BI-WEEKLY	5,553.23	5,831.08	6,122.77	6,428.77	6,750.00	7,087.38
HOURLY	69.4154	72.8885	76.5346	80.3596	84.3750	88.5923
Lgy Bonus 10	300.80	315.85	331.65	348.23	365.63	383.90
Lgy Bonus 20	601.60	631.70	663.30	696.45	731.25	767.80
Lgy Bonus 25	902.40	947.55	994.95	1044.68	1096.88	1151.70

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	148,008.00	155,412.00	163,188.00	171,348.00	179,916.00	188,916.00
MONTHLY	12,334.00	12,951.00	13,599.00	14,279.00	14,993.00	15,743.00
BI-WEEKLY	5,692.62	5,977.38	6,276.46	6,590.31	6,919.85	7,266.00
HOURLY	71.1577	74.7173	78.4558	82.3788	86.4981	90.8250
Lgy Bonus 10	308.35	323.78	339.98	356.98	374.83	393.58
Lgy Bonus 20	616.70	647.55	679.95	713.95	749.65	787.15
Lgy Bonus 25	925.05	971.33	1019.93	1070.93	1124.48	1180.73

138 Chief Fiscal Officer
138 Principal Civil Engineer
138 Transit Administrative Officer
138 Transit Operations Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	151,704.00	159,288.00	167,256.00	175,620.00	184,404.00	193,620.00
MONTHLY	12,642.00	13,274.00	13,938.00	14,635.00	15,367.00	16,135.00
BI-WEEKLY	5,834.77	6,126.46	6,432.92	6,754.62	7,092.46	7,446.92
HOURLY	72.9346	76.5808	80.4115	84.4327	88.6558	93.0865
Lgy Bonus 10	316.05	331.85	348.45	365.88	384.18	403.38
Lgy Bonus 20	632.10	663.70	696.90	731.75	768.35	806.75
Lgy Bonus 25	948.15	995.55	1045.35	1097.63	1152.53	1210.13

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	155,496.00	163,272.00	171,432.00	180,000.00	189,000.00	198,456.00
MONTHLY	12,958.00	13,606.00	14,286.00	15,000.00	15,750.00	16,538.00
BI-WEEKLY	5,980.62	6,279.69	6,593.54	6,923.08	7,269.23	7,632.92
HOURLY	74.7577	78.4962	82.4192	86.5385	90.8654	95.4115
Lgy Bonus 10	323.95	340.15	357.15	375.00	393.75	413.45
Lgy Bonus 20	647.90	680.30	714.30	750.00	787.50	826.90
Lgy Bonus 25	971.85	1020.45	1071.45	1125.00	1181.25	1240.35

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	159,384.00	167,352.00	175,716.00	184,500.00	193,728.00	203,412.00
MONTHLY	13,282.00	13,946.00	14,643.00	15,375.00	16,144.00	16,951.00
BI-WEEKLY	6,130.15	6,436.62	6,758.31	7,096.15	7,451.08	7,823.54
HOURLY	76.6269	80.4577	84.4788	88.7019	93.1385	97.7942
Lgy Bonus 10	332.05	348.65	366.08	384.38	403.60	423.78
Lgy Bonus 20	664.10	697.30	732.15	768.75	807.20	847.55
Lgy Bonus 25	996.15	1045.95	1098.23	1153.13	1210.80	1271.33

141 Assistant Director of Community Development
141 Assistant Director of Transportation
141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	163,368.00	171,540.00	180,120.00	189,132.00	198,588.00	208,512.00
MONTHLY	13,614.00	14,295.00	15,010.00	15,761.00	16,549.00	17,376.00
BI-WEEKLY	6,283.38	6,597.69	6,927.69	7,274.31	7,638.00	8,019.69
HOURLY	78.5423	82.4712	86.5962	90.9288	95.4750	100.2462
Lgy Bonus 10	340.35	357.38	375.25	394.03	413.73	434.40
Lgy Bonus 20	680.70	714.75	750.50	788.05	827.45	868.80
Lgy Bonus 25	1021.05	1072.13	1125.75	1182.08	1241.18	1303.20

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	167,448.00	175,824.00	184,620.00	193,848.00	203,544.00	213,720.00
MONTHLY	13,954.00	14,652.00	15,385.00	16,154.00	16,962.00	17,810.00
BI-WEEKLY	6,440.31	6,762.46	7,100.77	7,455.69	7,828.62	8,220.00
HOURLY	80.5038	84.5308	88.7596	93.1962	97.8577	102.7500
Lgy Bonus 10	348.85	366.30	384.63	403.85	424.05	445.25
Lgy Bonus 20	697.70	732.60	769.25	807.70	848.10	890.50
Lgy Bonus 25	1046.55	1098.90	1153.88	1211.55	1272.15	1335.75

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	171,648.00	180,228.00	189,240.00	198,708.00	208,644.00	219,072.00
MONTHLY	14,304.00	15,019.00	15,770.00	16,559.00	17,387.00	18,256.00
BI-WEEKLY	6,601.85	6,931.85	7,278.46	7,642.62	8,024.77	8,425.85
HOURLY	82.5231	86.6481	90.9808	95.5327	100.3096	105.3231
Lgy Bonus 10	357.60	375.48	394.25	413.98	434.68	456.40
Lgy Bonus 20	715.20	750.95	788.50	827.95	869.35	912.80
Lgy Bonus 25	1072.80	1126.43	1182.75	1241.93	1304.03	1369.20

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	175,932.00	184,728.00	193,968.00	203,664.00	213,852.00	224,544.00
MONTHLY	14,661.00	15,394.00	16,164.00	16,972.00	17,821.00	18,712.00
BI-WEEKLY	6,766.62	7,104.92	7,460.31	7,833.23	8,225.08	8,636.31
HOURLY	84.5827	88.8115	93.2538	97.9154	102.8135	107.9538
Lgy Bonus 10	366.53	384.85	404.10	424.30	445.53	467.80
Lgy Bonus 20	733.05	769.70	808.20	848.60	891.05	935.60
Lgy Bonus 25	1099.58	1154.55	1212.30	1272.90	1336.58	1403.40

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	180,336.00	189,348.00	198,816.00	208,752.00	219,192.00	230,148.00
MONTHLY	15,028.00	15,779.00	16,568.00	17,396.00	18,266.00	19,179.00
BI-WEEKLY	6,936.00	7,282.62	7,646.77	8,028.92	8,430.46	8,851.85
HOURLY	86.7000	91.0327	95.5846	100.3615	105.3808	110.6481
Lgy Bonus 10	375.70	394.48	414.20	434.90	456.65	479.48
Lgy Bonus 20	751.40	788.95	828.40	869.80	913.30	958.95
Lgy Bonus 25	1127.10	1183.43	1242.60	1304.70	1369.95	1438.43

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00	235,920.00
MONTHLY	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00	19,660.00
BI-WEEKLY	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85	9,073.85
HOURLY	88.8692	93.3115	97.9788	102.8769	108.0231	113.4231
Lgy Bonus 10	385.10	404.35	424.58	445.80	468.10	491.50
Lgy Bonus 20	770.20	808.70	849.15	891.60	936.20	983.00
Lgy Bonus 25	1155.30	1213.05	1273.73	1337.40	1404.30	1474.50

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	189,480.00	198,960.00	208,908.00	219,348.00	230,316.00	241,836.00
MONTHLY	15,790.00	16,580.00	17,409.00	18,279.00	19,193.00	20,153.00
BI-WEEKLY	7,287.69	7,652.31	8,034.92	8,436.46	8,858.31	9,301.38
HOURLY	91.0962	95.6538	100.4365	105.4558	110.7288	116.2673
Lgy Bonus 10	394.75	414.50	435.23	456.98	479.83	503.83
Lgy Bonus 20	789.50	829.00	870.45	913.95	959.65	1007.65
Lgy Bonus 25	1184.25	1243.50	1305.68	1370.93	1439.48	1511.48

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	194,208.00	203,916.00	214,116.00	224,820.00	236,064.00	247,872.00
MONTHLY	16,184.00	16,993.00	17,843.00	18,735.00	19,672.00	20,656.00
BI-WEEKLY	7,469.54	7,842.92	8,235.23	8,646.92	9,079.38	9,533.54
HOURLY	93.3692	98.0365	102.9404	108.0865	113.4923	119.1692
Lgy Bonus 10	404.60	424.83	446.08	468.38	491.80	516.40
Lgy Bonus 20	809.20	849.65	892.15	936.75	983.60	1032.80
Lgy Bonus 25	1213.80	1274.48	1338.23	1405.13	1475.40	1549.20

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	199,068.00	209,016.00	219,468.00	230,436.00	241,956.00	254,052.00
MONTHLY	16,589.00	17,418.00	18,289.00	19,203.00	20,163.00	21,171.00
BI-WEEKLY	7,656.46	8,039.08	8,441.08	8,862.92	9,306.00	9,771.23
HOURLY	95.7058	100.4885	105.5135	110.7865	116.3250	122.1404
Lgy Bonus 10	414.73	435.45	457.23	480.08	504.08	529.28
Lgy Bonus 20	829.45	870.90	914.45	960.15	1008.15	1058.55
Lgy Bonus 25	1244.18	1306.35	1371.68	1440.23	1512.23	1587.83

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,124.00	-	-	-	-	-
MONTHLY	6,927.00	-	-	-	-	-
BI-WEEKLY	3,197.08	-	-	-	-	-
HOURLY	39.9635	-	-	-	-	-

201 Police Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,788.00	102,660.00	107,808.00	113,184.00	118,860.00	124,800.00
MONTHLY	8,149.00	8,555.00	8,984.00	9,432.00	9,905.00	10,400.00
BI-WEEKLY	3,761.08	3,948.46	4,146.46	4,353.23	4,571.54	4,800.00
HOURLY	47.0135	49.3558	51.8308	54.4154	57.1442	60.0000
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	664.75	664.75	664.75	664.75	664.75	664.75
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	927.45	947.75	969.20	991.60	1,015.25	1,040.00
Lgy Bonus 26	1,334.90	1,375.50	1,418.40	1,463.20	1,510.50	1,560.00

203 Police Sergeant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	126,528.00	132,864.00	139,488.00	146,472.00	153,804.00	161,496.00
MONTHLY	10,544.00	11,072.00	11,624.00	12,206.00	12,817.00	13,458.00
BI-WEEKLY	4,866.46	5,110.15	5,364.92	5,633.54	5,915.54	6,211.38
HOURLY	60.8308	63.8769	67.0615	70.4192	73.9442	77.6423
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	1,047.20	1,073.60	1,101.20	1,130.30	1,160.85	1,192.90
Lgy Bonus 26	1,574.40	1,627.20	1,682.40	1,740.60	1,801.70	1,865.80

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,720.00	170,856.00	179,400.00	188,376.00	197,796.00	207,684.00
MONTHLY	13,560.00	14,238.00	14,950.00	15,698.00	16,483.00	17,307.00
BI-WEEKLY	6,258.46	6,571.38	6,900.00	7,245.23	7,607.54	7,987.85
HOURLY	78.2308	82.1423	86.2500	90.5654	95.0942	99.8481
CA POST Supervisory/Adv.	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
CA POST Mgmt. Cert.	678.00	711.90	747.50	784.90	824.15	865.35
Lgy Bonus 20	678.00	711.90	747.50	784.90	824.15	865.35
Lgy Bonus 26	1,356.00	1,423.80	1,495.00	1,569.80	1,648.30	1,730.70
Mgmt Incentive Pay	1,288.20	1,352.61	1,420.25	1,491.31	1,565.89	1,644.17

231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,476.00	203,148.00	213,300.00	223,968.00	235,164.00	246,924.00
MONTHLY	16,123.00	16,929.00	17,775.00	18,664.00	19,597.00	20,577.00
BI-WEEKLY	7,441.38	7,813.38	8,203.85	8,614.15	9,044.77	9,497.08
HOURLY	93.0173	97.6673	102.5481	107.6769	113.0596	118.7135
CA POST Supervisory/Adv.	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
CA POST Mgmt. Cert.	806.15	846.45	888.75	933.20	979.85	1,028.85
Lgy Bonus 20	806.15	846.45	888.75	933.20	979.85	1,028.85
Lgy Bonus 26	1,612.30	1,692.90	1,777.50	1,866.40	1,959.70	2,057.70
Mgmt Incentive Pay	1,531.69	1,608.26	1,688.63	1,773.08	1,861.72	1,954.82

232 Deputy Police Chief

STEP	*1*
ANNUAL	259,272.00
MONTHLY	21,606.00
BI-WEEKLY	9,972.00
HOURLY	124.6500
CA POST Supervisory/Adv.	2,613.40
CA POST Mgmt. Cert.	1,080.30
Lgy Bonus 20	1,080.30
Lgy Bonus 26	2,160.60
Mgmt Incentive Pay	2,052.57

301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,200.00					
MONTHLY	2,600.00					
BI-WEEKLY	1,200.00					
HOURLY	15.0000					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	19,200.00					
MONTHLY	1,600.00					
BI-WEEKLY	738.46					
HOURLY	9.2308					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Gardena Beautification Commissioner
306 Gardena Economic Business Advisory Commissioner
306 Human Services Commissioner
306 Recreation Commissioner
306 Rent Mediation Board Member
306 Senior Citizens Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Head

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	188,580.00	198,012.00	207,912.00	218,304.00	229,224.00	240,684.00
MONTHLY	15,715.00	16,501.00	17,326.00	18,192.00	19,102.00	20,057.00
BI-WEEKLY	7,253.08	7,615.85	7,996.62	8,396.31	8,816.31	9,257.08
HOURLY	90.6635	95.1981	99.9577	104.9538	110.2038	115.7135
Lgy Bonus 10	392.88	412.53	433.15	454.80	477.55	501.43
Lgy Bonus 20	785.75	825.05	866.30	909.60	955.10	1002.85
Lgy Bonus 25	1178.63	1237.58	1299.45	1364.40	1432.65	1504.28

335 Deputy City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	198,012.00	207,912.00	218,304.00	229,224.00	240,684.00	252,720.00
MONTHLY	16,501.00	17,326.00	18,192.00	19,102.00	20,057.00	21,060.00
BI-WEEKLY	7,615.85	7,996.62	8,396.31	8,816.31	9,257.08	9,720.00
HOURLY	95.1981	99.9577	104.9538	110.2038	115.7135	121.5000
Lgy Bonus 10	412.53	433.15	454.80	477.55	501.43	526.50
Lgy Bonus 20	825.05	866.30	909.60	955.10	1002.85	1053.00
Lgy Bonus 25	1237.58	1299.45	1364.40	1432.65	1504.28	1579.50

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	206,988.00	217,332.00	228,204.00	239,616.00	251,592.00	264,168.00
MONTHLY	17,249.00	18,111.00	19,017.00	19,968.00	20,966.00	22,014.00
BI-WEEKLY	7,961.08	8,358.92	8,777.08	9,216.00	9,676.62	10,160.31
HOURLY	99.5135	104.4865	109.7135	115.2000	120.9577	127.0038
Lgy Bonus 10	431.23	452.78	475.43	499.20	524.15	550.35
Lgy Bonus 20	862.45	905.55	950.85	998.40	1048.30	1100.70
Lgy Bonus 25	1293.68	1358.33	1426.28	1497.60	1572.45	1651.05

340 Police Chief

STEP	*1*
ANNUAL	272,235.00
MONTHLY	22,686.25
BI-WEEKLY	10,470.58
HOURLY	130.8822
CA POST Supervisory/Adv.	2,727.12
CA POST Mgmt. Cert.	1,134.31
Lgy Bonus 20	1,134.31
Mgmt Incentive Pay	2,155.19

350 City Manager

STEP	*1*
ANNUAL	333,732.00
MONTHLY	27,811.00
BI-WEEKLY	12,835.85
HOURLY	160.4481
Educational Incentive Pay	3,337.32

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GARDENA AND CLINT OSORIO

This Employment Agreement (Agreement) is made and entered into, by and between the City of Gardena (City), a municipal corporation, and Clint Osorio (Osorio), in order to secure the services of Osorio as the City's City Manager. The City and Osorio are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, City desires to appoint Osorio, who is currently employed as the Interim City Manager, to the position of City Manager for the City, based upon the terms and conditions of this Agreement; and

WHEREAS, Osorio desires to accept the appointment to City Manager and to comply with the terms and conditions as set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree, as follows:

1. EMPLOYMENT

The City hereby employs Osorio as the City Manager of the City, and Osorio accepts that employment.

2. DUTIES

Osorio shall perform those duties and have those responsibilities that are assigned to the City Manager by the Gardena Municipal Code and the resolutions and directives of the City Council. Osorio's position as City Manager is considered a full-time position. Osorio shall not engage in any other business, educational, professional, or charitable activities that would conflict or materially interfere with Osorio's performance of his City Manager duties.

3. TERM

A. The term of this Agreement is three (3) years, commencing on December 10, 2019, and expiring on December 9, 2022, unless otherwise terminated sooner. This Agreement shall automatically trigger a re-opener evaluation on or before December 10, 2021, for consideration of extension of this agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Osorio as City Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Osorio to retire or resign at any time from his position as City Manager with the City, subject only to the provisions set forth in Section 5 of this Agreement.

D. Nothing in this Agreement shall preclude the termination of this Agreement by mutual consent of both the Parties.

E. Nothing in this Agreement shall preclude the City and Osorio from extending the term of this Agreement beyond its termination date under mutually-agreed-upon terms and conditions which must be reduced to writing and signed by the Parties.

4. AT-WILL EMPLOYMENT STATUS

Osorio agrees that his employment as City Manager is at-will and may be terminated without cause and that he shall have no rights or expectations of continued employment with City, except as provided in Section 5 below.

5. TERMINATION

A. Osorio may, at any time during the term of the Agreement, resign from his position of City Manager with the City upon forty-five (45) days written notice to the City Council. If Osorio resigns, the City will not be under any obligation to pay him any severance benefits. However, Osorio will be entitled to any cash out of accrued and unused vacation, compensatory or sick leave due to him as provided in by City Council Resolution No. 6332, as set forth in Section 6 below.

B. This Agreement may be terminated by the City Council for cause or misconduct by Osorio. After giving notice to Osorio that this Agreement is terminated for cause or misconduct, the City shall have no obligation to continue the employment of Osorio or to provide compensation or benefits, including severance pay. For purposes of termination, "cause" is defined as willful breach of duty by Osorio in the course of employment or habitual neglect of duty by Osorio in the course of employment or continued incapacity of Osorio to perform the duties of employment as City Manager. Cause may also include Osorio being charged with, or entering a guilty plea or plea of nolo contendere to, or being convicted of, an offence which is a felony or crime of moral turpitude in the State of California; Osorio's willful misconduct or gross negligence; or Osorio's act of material dishonesty with or theft from the City.

C. In the event of the City's termination of this Agreement without cause or misconduct as defined is subsection 5.B., above, Osorio is entitled to a payment of severance pay equal to his monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Osorio multiplied by eighteen (18). All severance payments shall be made to Osorio within thirty (30) days of the effective date of his involuntary separation.

6. BENEFITS

A. Except as otherwise provided in this Agreement, Osorio shall receive the benefits set forth in City Council Resolution No. 6332, which exclusively sets forth the wages, hours and terms and conditions of employment for Executive Management Positions. Resolution No. 6332 is incorporated here by this reference and it is also Attachment "A" to this Agreement. If Resolution No. 6332 is replaced by a later resolution of the City Council, then Osorio shall continue to be entitled to the terms described in Resolution No. 6332 unless the later resolution

provides for greater benefits and is made expressly applicable to the City Manager or except as otherwise may be required by law.

B. Osorio shall be entitled to the use of a City-leased vehicle.

C. Additional benefits not specifically designated in this agreement for Osorio shall be as provided for in the Management Agreement between GMEO.

7. SALARY AND PERFORMANCE REVIEW

A. Osorio's initial base annual salary is $285,300. Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid.

B. In addition to his base salary, Osorio shall receive the following pay in the same monthly or bi-weekly installments:

1. City contribution to deferred compensation on behalf of Osorio at twelve percent (12%) of annual base salary.

2. Osorio shall be permitted to use his accrued leave time to fund contributions to the City's qualified 457(b), 401(a), and Health Savings Plan.

3. The City Council reserves the right to evaluate Osorio's performance at any time. Upon evaluation of Osorio's performance, the City Council, at its discretion, may provide merit increases from zero percent to five percent (0% to 5%) of Osorio's base salary.

8. GENERAL PROVISIONS

A. This Agreement shall constitute the entire agreement between the parties as to the subject matter herein and all other prior agreements, arrangements or understandings, oral or written, are merged into and superseded by the terms of this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the Parties.

B. If any provision or other portion of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

C. The Agreement may be signed in counterparts.

D. The Agreement will become effective as soon as signed and executed by Osorio and signed and executed by the Mayor of the City.

E. Each of the parties acknowledges that it has been represented by independent legal counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel

acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

9. REPRESENTATIONS AND WARRANTIES

Each of the parties represents and warrants to the other party as follows:

It is agreed that each party has the right and authority to enter into this Agreement and that the person executing this Agreement on behalf of either party has the right and authority to fully commit and bind such party to the provisions of this Agreement.

10. WAIVER

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the wavier of any other term, condition, or covenant hereof.

11. ASSIGNMENT

This Agreement is personal to Osorio and shall not be assigned by Osorio. Any such assignment shall be null and void.

12. GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the County of Los Angeles.

13. REIMBURSEMENT TO THE CITY

Notwithstanding anything to the contrary in this Agreement, if Osorio is convicted, pleads guilty, or pleads nolo contendere to a crime involving an abuse of his office or position, Osorio shall fully reimburse the City, as follows:

A. For any paid leave salary provided by the City pending an investigation, as required by Government Code section 53243.

B. For any funds provided by the City for the legal criminal defense of Osorio, as required by Government Code section 53243.1.

C. For any cash settlement provided by the City related to the termination of Osorio's employment, as required by Government Code section 53243.2.

D. For purposes of this Agreement, "abuse of office or position" means either of the following:

1. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. See Government Code section 53243.4(a).

2. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7

(commencing with Section 92) of Part 1 of the Penal Code. See Government Code section 53243.4(b).

14. NOTICE

All notices relating to this Agreement shall be personally delivered or mailed to the addresses listed below:

Clint Osorio
[redacted]

City Manager
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

IT IS SO AGREED:

CLINT OSORIO

Clint Osorio

CITY OF GARDENA

Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Peter L. Wallin, City Attorney

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17A.
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: December 9, 2025

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

AGENDA TITLE: Award Professional Architectural Design Services Contract for the Rowley Park Gymnasium Renovation Project, JN 561 to BOA Architecture, in the Amount of $103,000 and Authorize a 10% Contingency in the Amount of $10,300, for a Total Not-to-Exceed Amount of $113,000

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- Award Professional Architectural Design Services Contract for the Rowley Park Gymnasium Renovation Project, JN 561, to BOA Architecture, in the amount of $103,000.
- Authorize a 10% contingency in the amount of $10,300.

RECOMMENDATION AND STAFF SUMMARY:

Rowley Park, located at 13220 Van Ness Ave, Gardena, CA, is a vibrant and well-maintained municipal park offering a wide range of amenities and spaces for community gatherings, recreation, and events. The park features a gymnasium used for indoor sports and activities, as well as dedicated skate park for skate enthusiasts. Its comprehensive sports facilities include four ball fields, a full basketball court, two half courts, and four tennis courts.

The City has secured the State Earmark Park Grant to fund the Gymnasium Renovation Project. The Gymnasium was built in 1991 and encompasses approximately 12,800 SF of floor area. While the facility has been well maintained and remains in continuous use for high school athletics and community events, time and regular use have resulted in worn conditions that now require renovation and modernization. The scope of renovation will include the following as budget permits:

- New roofing throughout
- Entrance lobby upgrade with new flooring and ceiling
- Relocation and renovation of men and women restrooms
- Replace doors and interior window
- Conversion of existing locker rooms into storage
- Replace T-bar ceiling at office and computer rooms
- New bleachers and electronic scoreboard in the gym
- New ADA pathways from gym exit doors to tie-in to existing park
- Exterior and interior tilt-up wall rainwater leak repairs
- Interior gym ceiling water leak repairs

- New lighting
- New Information Distribution Fram (IDF) room
- Facilitate coordination meetings (5 meetings) with the design team and City
- Submit proposed fixtures, material finishes and equipment for City approval
- Coordinate with City's selected FF&E (Fixture, Furniture & Equipment) vendor for interior layout and design considerations

Staff extended a Request for Proposal (RFP) to three pre-qualified architectural firms, and all three firms submitted proposals by November 10, 2025, deadline. Each firm provided two sealed envelopes, one containing the firm's qualifications and one containing the firm's fee proposal. The fee proposals remained unopened until after staff completed a qualifications-based evaluation to ensure an objective and fair assessment.

Following a comprehensive review of all three firms, staff determined that BOA Architecture was the most qualified firm to prepare the final design and construction documents, based on six criteria BOA receives the highest score:

1. Project approach and understanding.
2. Approach to potential challenges.
3. Anticipated staffing levels.
4. Qualification and experience of proposed team members, including project manager and subconsultant on similar project.
5. Length of the time team members have been with the firm.
6. Other similar project experience

After the qualification rankings were finalized, staff opened the sealed fee proposals, which were as follows:

Organization	**Fee Amount**
BOA Architecture	$103,400
Oldham Architects	$120,842
Breen Design Group, Inc.	$222,900

BOA Architecture is a 10-person architectural firm with extensive experience in municipal renovation and improvement projects. Their expertise includes building renovations and additions, interior and façade improvements, building systems modernization, roof repair and replacement, and ADA compliance upgrades. BOA specializes in architectural renovation projects ranging from $50,000 to $5,000,000.

With over 65 years in continuous operation, BOA has completed architectural design services for more than 2,000 public works projects across over 80 local cities and public agencies. Notably, they have completed over 500 public park facility renovation projects for various municipalities and counties. Recent relevant projects include construction document design for park and community building renovations at South Gate's Hollydale Park, Gardena's Mas Fukai Park, Carson's Mills Park, Glendale's Glorietta Park, and Diamond Bar's Heritage Park.

The final design work is expected to be completed by August 2026 when the project can be sent out for construction bid advertisements shortly after.

Staff respectfully recommend that the City Council award a Professional Design Service Contract for the Rowley Park Gymnasium Renovation Project, JN 561, to BOA Architecture, in the amount of $103,000 and authorize an additional 10% contingency in the amount of $10,300, for a total not-to-exceed amount of $113,000.

FISCAL IMPACT/COST:

JN 561, FY 2024-2025 Project Budget: $2,489,792

Funding Source: State Earmark/Park Grant

APPROVED:



_____

Clint Osorio, City Manager

Attachments

PW CONSULTANT AGREEEMENT WITH BOA ARCHITECTURE.pdf

BOA Architecture Response File - Gardena Rowley Park Gym Renovation Project, (JN 561).pdf

CITY OF GARDENA
CONSULTANT AGREEMENT WITH BOA ARCHITECTURE

This Agreement is entered into this _____ day of _____, 2025, by and between the **City of Gardena**, a municipal corporation ("City") and **BOA Architecture,** a ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:

   A. Whereas, City is desirous of obtaining professional architectural services to prepare construction bid documents for Rowley Park Gymnasium renovation project.

   B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and

   C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and

   D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.

   A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.

   B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.

   C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement

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

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal (RFP), Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.

4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal to City's RFP, which is incorporated herein as Exhibit B. In the event of any inconsistency between the terms of the proposal and this Agreement, it shall be resolved by giving precedence in the following order: (a) The Agreement (b) The Request for Proposal (Exhibit A) (c) The Consultant Proposal or Bid (Exhibit B).

6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.

7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by

this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

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

    A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference**.** In no event shall compensation under this Agreement exceed One Hundred Three Thousand **and 00/00 ($103,000.00)** without the prior written authorization of the City Council.

    B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

    C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

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

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

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars ($1,000,000.00) per accident.

3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

   a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

   b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

   c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."

   d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.

   e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retentions over $25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of

losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. **INDEMNIFICATION.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extend required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or misconduct of Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. **COOPERATION**. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

14. **INDEPENDENT CONTRACTOR**. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

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

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

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

    Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge,

publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

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

19. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES**. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

22. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination

based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:	City of Gardena 1700 West 162nd Street Gardena, California 90247 Attn: Allan Rigg Director of Public Works
To Consultant:	BOA Architecture 1511 Cota Avenue, Long Beach, CA 90813 Attn: Edward Lok Ng, Architect/LEED AP

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

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but

not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

    A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;

    B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;

    C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

    D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

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

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

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

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

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

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

39. **ELECTRONIC SIGNATURE**. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

CITY OF GARDENA

_____
Tasha Cerda, Mayor

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

_____
Carmen Vasquez, City Attorney

CONSULTANT – BOA Architecture

_____
Name

Sign: _____
Title:

_____
Name

Sign: _____
Title:

November 10, 2025

CITY OF GARDENA

REQUEST FOR PROPOSAL
DESIGN ARCHITECTURAL & ENGINEERING SERVICES FOR ROWLEY PARK GYMNASIUM RENOVATION PROJECT, JN 561

SAMPLE SIMILAR PROJECTS DESIGNED BY BOA ARCHITECTURE:



Sierra Madre Youth Activity-Teen Center
New 1st Floor Entry & 2nd Floor Addition
City of Sierra Madre



LA County ISD, Convert Fire Station to the East LA Boxing Club, County of Los Angeles



Alondra Park Gym Interior
LACO ISD



New Banning Wilmington Senior/Multi-Purpose Center
City of Los Angeles



Fremont Park Community Ctr,
BOA + DVD Teams
City of Glendale



Senior Center Lobby
City of Cypress

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

COVER LETTER

Re: Gardena Rowley Park Gym Renovations November 10, 2025
To: Amir Modarressi, PE

MUNICIPAL PARK FACILITIES EXPERTISE

After having thoroughly reviewed your RFP and walking the project site, we feel that the BOA Design Team is a very “good fit” for your Design Services for your Rowley Park Gym Renovation project. As the prime-consultant BOA is a 10-person architectural firm with a competitive advantage in municipal architectural projects including: renovation/addition; interior improvements, façade improvements, building systems modernization, roof repair/replacement, and ADA compliance projects. Our “sweet spot” are architectural renovation construction projects in the $50,000 to $5,000,000 range. In continuous business for over 65 years, BOA has completed architectural design services for over 2000 public works projects for over 80 local cities and public entities. Of particular interest to you is that we have completed over 500 Public Park facilities architectural renovation projects for numerous municipalities and counties. BOA recently completed the Construction Document design phase for 5 municipal park and community building renovation projects at South Gate Hollydale Park, Gardena Mas Fukai Park, Carson Mills Park, Glendale Glorietta Park, and Diamond Bar Heritage Park. We are confident we can compete favorably with just about any other firm on these types of municipal Park facilities (site amenities and building) renovation projects. Our staff expertise and production systems are geared toward these types of modernization and often “messy” renovation projects.

ADA COMPLIANCE EXPERTISE

During the 10/29/25 Pre-Proposal Meeting it was mentioned that ADA Compliance was important to your project. As an asset to your project, since the 1991 enactment of the American Disabilities Act (ADA), BOA has been at the architectural forefront in the modification of existing facilities to comply with the ADA. Totaling over 800 public facilities, BOA has arguably designed more architectural projects for the sole purpose of ADA Compliance than ANY other architectural firm in Southern California. BOA has in-house, CASp-certified, expertise and an abundance of past ADA compliance experience. BOA has been under contract to retrofit Government-owned facilities for ADA Compliance for the following governmental agencies:

- San Bernardino County (35 Projects)
- State of California, Dept. of Motor Vehicle (7 Design & construction projects and ADA transition plan for 32 facilities)
- State of California, Dept. of Mental Health (24 Facilities and 600,000 S.F.)
- City of Long Beach (80 Projects)
- City of Hawthorne (20 Projects)
- City of Irvine (10 Projects)
- City of Placentia (12 Projects)
- U.S. Postal Service (20 Projects for the LA Region)
- City of Santa Maria (56 Facilities)
- Cerritos College (35 Facilities)
- East L.A. College (40 Facilities)

Along with ADA Compliance architectural design expertise, BOA has also provided Access Compliance Plan Review services for the Cities of Placentia and Pasadena and the Los Angeles Basin Regional Office of the Division of the State Architect. Our role was to ensure that construction drawings and specifications comply with accessibility standards based on the California Building Code, the Americans with Disabilities Act Accessibility Guidelines, and DSA’s Accessibility Plan Review Guidelines.

BOA has an establish and proven approach to ADA Compliance. We have developed ADA checklists to quickly identify barriers to the Disabled. We have in-house staff with an over abundance of ADA Compliance project experience. We have very accurate ADA Compliance cost estimating.

BOA also has an in-house Quality Control program to ensure project thoroughness. We will use our ADA Compliance expertise to your benefit and to not only resolve your facility's non-compliance issues but also creatively and esthetically enhance your facilities. BOA will also be evaluating situations where architectural changes in your existing buildings may not be feasible or desirable. In that case, some other reasonable accommodations need to be made. For example, at a Community Center, one would probably not be required to lower all non-compliant countertops for wheelchair access. To save on construction costs, we would recommend modifying only the sink cabinet for ADA compliance. The ADA allows equivalent facilitation where only a portion of the countertop needs to be accessible. Another example is at an existing facility, a new hi-low accessible drinking fountain will probably not be required if an existing accessible drinking fountain was located relatively close by. In this case, a directional sign to the accessible drinking fountains will be all that will be required. We have attached for your review in Section 6. "Other Similar Projects", several ADA compliance projects that our current in-house staff have completed.

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed the expectations of our clients, employees and design partners. We thank you for your time and consideration.

BOA ARCHITECTURE



Edward Lok Ng, Architect/ LEED AP

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1. PROJECT APPROACH & UNDERSTANDING

We understand that the Client (or the City) has already completed the concept phase of design per the RFP (concept Design Drawings by Breem Design group dated 7-1-25) for this project and that BOA's goal is to prepare and submit the final Plans, Specifications, and Estimate (PS&E) and construction contract documents for the Rowley Park Gymnasium Renovation Project and provide ongoing support during the bidding and construction phases.

We also understand that PS&E submittals shall be required at 60%, 90%, and 100% completion stages and must obtain plan check approval from the City's Community Development Department. Fire plan check and permit approvals are subject to review and approval by the Los Angeles County Fire Department. BOA will be responsible for obtaining these approvals; associated fees will be reimbursable by the City.

We understand that the City has completed the PS&E package of the Rowley Park Gymnasium HVAC Upgrade Project separately and to be advertised for construction as one project with Rowley Park Gymnasium Renovation Project. We understand that this PS&E package will be available upon request to BOA. The completed construction documents shall be incorporated into the final construction documents as part of the work, however, the construction support for HVAC upgrade will be provided by original design engineer.

We understand that the funding is provided through State Park Grant, with $2,300,000 set aside for construction of renovation improvements and HVAC upgrades.

SCOPE OF WORK

The Scope of Work for this project includes providing all necessary Architectural and Engineering (A&E) services required to prepare complete plans, specifications, and construction support for the Rowley Park Gymnasium Renovation Project. The following is a list of items in the Scope of Work:

- New roofing throughout
- Entrance lobby upgrade with new flooring and ceiling
- Relocation and renovation of men and women restrooms
- Replace doors and interior window
- Conversion of existing locker rooms to storage
- Replace T-bar ceiling at office and computer rooms
- New bleachers and electronic scoreboard in the gym
- New ADA pathways from gym exit doors to tie-in to existing park
- Exterior and interior tilt-up wall rainwater leak repairs
- Interior gym ceiling water leak repairs
- New lighting
- New Information Distribution Frame (IDF) room
- Facilitate coordination meetings (5 meetings) with the design team and City.
- Submit proposed fixtures, material finishes and equipment for City approval
- Coordinate with City's selected FF&E (Fixture, Furniture & Equipment) vendor for interior layout and design considerations
- Cost estimate

A. Architectural Drawings:

- Prepare and develop the architectural construction documents based on the approved Concept Design previously completed
- Provide building code analysis
- Provide demolition and proposed remodel floor plans and reflected ceiling plans
- Reroof plan and proposed finish materials
- Exterior elevations showing repairs, new work and finishes
- Interior elevations and accessory schedule
- Provide enlarged restroom plans
- Typical accessibility details and special construction details
- Provision for new bleachers – submittal with drawings to be provided by bleacher manufacturer
- Provision for new scoreboard – submittal with drawings to be provided by bleacher manufacturer

B. Structural Engineering Drawings:

- Design of structural details as needed to support the architectural floor and ceiling layout changes
- Anchorage design for bleachers, scoreboard and miscellaneous electrical and plumbing equipment
- Identify other structural repairs on plans where necessary
- Structural calculations justifying the structural scope of work

C. Electrical and Plumbing Engineering Drawings:

- New lighting fixtures throughout
- New emergency lighting
- Title 24 energy reports and calculations
- New receptacles as required
- Power for new bleachers and scoreboard
- Design for new plumbing fixtures and a schedule based on architectural plans
- Plumbing for additional drinking fountain as needed per plumbing code

D. Civil Engineering Drawings or Architectural Site Plan Drawings:

- Provide demolition and proposed grading plans for new accessible paths of travel from the building exit points to existing park and ADA parking lot to building main entrance

E. Plan check:

- Submit plans to City of Gardena Building and Safety and County Fire Department for plan check approval. Plan check and permit fees will be provided by City
- Address plan check corrections until permit approval is received

F. Bidding & Construction:

- Assigned a project manager to attend construction meetings every 2 weeks. It is assumed the project will have an 8-month construction duration
- Review and approve submittals and shop drawings
- Respond to contractor’s RFIs
- Perform punch walk and issue punch list prior to Owner acceptance of work

In addition to the above task, the selected consultant shall provide the following:

1. Records research
2. Utilities. Coordinate with all utilities (including wet and dry) that require verification during construction will need to be considered during the design phase and incorporated into the final plans and contract documents
3. Materials. A complete evaluation of materials/products in the marketplace should be completed to consider including the availability of the materials to be used during construction.
4. Provide on-going support as needed during bis/construction phase for any questions/clarifications from the Contractor for any revisions that maybe necessary due to unforeseen conditions
5. Schedule. A detailed schedule identifying all pertinent tasks, time required to complete each task and tentative completion date for each task.
6. Qualifications. Ability of the Consultant to perform specific tasks outlined in the RFP. Qualifications of key individuals to be assigned to the project.
7. Quality control. The Consultant “Quality Control” program.
8. Reasonableness of the requested fees.
9. Conduct the project PDT meetings.
10. Hold monthly meetings with City staff. The Consultant will be responsible for the preparation of an agenda for at least three (3) working days before the meeting. Meeting minutes are required and should be completed within one week after the meeting
11. Prepare and submit monthly written reports to update the city of the Project progress and schedule status.
12. Conduct all necessary research to obtain record drawings or As-built plan and other related documents to complete the project.

PROPOSED APPROACH

Key to a creative and efficient delivery of your Scope of Work is the close collaboration and coordination between the client and design team. This section contains a description of our project management approach and methodology, highlighting the services we are providing to complete your project as contained in the Scope of Work of the RFP. Because BOA has completed numerous municipal park renovation projects that are very similar to your project. We totally understand what needs to be done. We will commit to closely collaborating with you to designing your facilities improvements and see it through construction, as written in your RFP.

BOA has over 60 years of continuous architectural experience in managing and designing similar public facilities from project conception to project close-out. Our staff also has an abundance of architectural Public Works facilities experience and successful past performance for the following areas of an architectural project that will be included in your project:

- Program Development
- Feasibility Studies/Project Definition
- Conceptual Design
- Project Design-Construction Documents
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- CADD/Drafting Work (BIM/3D)

BOA's project management approach is based upon our extensive past experience in preparing comprehensive architectural construction documents for architectural Community Center, and Youth Center, and Gym renovation projects using a Multi-Discipline Design Team. Your project will need not only architectural expertise, but also other design disciplines, such as ADA Compliance (in-house expertise), Mechanical, Electrical, and Structural Engineering design. BOA will provide leadership and direction to the Design Team. BOA's management approach incorporates the following 6 components used successfully on facilities design projects:

1. Project Management
2. Project Documentation
3. Consultant Coordination
4. Construction Administration
5. Quality Control
6. Work Plan

1. PROJECT MANAGEMENT

BOA, throughout an extensive history of municipal Teen Center, Community Center, and gym design, and facilities addition/renovation, continues to develop and refine its management philosophy to better address its future projects. BOA will implement our most advanced management techniques in the undertaking of this project. The goal of our management philosophy is to accomplish a well-designed project that exceeds client expectations, meets its budget, is deliverable on time, and meets all functional needs and City, State and County building code requirements. Our techniques of management encompass the ideals by which these goals are achieved. Our project management approach is characterized by the following considerations:

Design/Management Integration: Successful projects require the fusion of the design disciplines with those of management. They must have common goals and an integrated process. This is best achieved by appointing leaders with mutual respect and extensive facilities modernization and public works design experience on similar projects.

BOA will have Edward Lok Ng, Principal, as the Project Manager on your project. An examination of Mr. Ng's qualifications reveals that he has personally designed and successfully managed and designed 3 gyms over 10 Senior Centers, 7 Teen Centers, and 40 Community Center projects for nearby cities and over 500 other Municipal facilities architectural projects and he has been the Project Designer in all BOA's recent projects involving Community Gyms. It is the Project Manager's task to help establish the appropriate design vision and see it through its successful realization.

Client Participation: Client participation will be critical. Design goals cannot be realized without the thorough understanding of the client's needs and sensitivity to patrons and city staff that use your facilities. The early involvement of the Client and the users will be continued throughout the design process. The Project Manager will ensure that the efforts of the team are always addressed to the specific client user group. The understanding and involvement of the client will extend to City appointed representatives, i.e., maintenance managers, engineering staff, and City inspectors and engineers in a mutually productive partnership.

BOA is intimately familiar with both modernization and new (ground-up) community gym facilities. Team-work and close coordination among staff, consultants, and the Clients are essential to a successful project. Timely participation and response of the Client is absolutely critical if the project is to be successful and "on time". BOA will be responsible for ensuring that a high degree of coordination occurs and that project milestones are met. BOA's biggest assets are its attention to construction details, thoroughness in drawing documentation and ease of constructability. A major priority of BOA will be to establish continuing dialogue with your staff, Building/Safety plan check, and representatives of interested parties so that our products reflect community goal, City policy, and conformance with your Design/ Manual Standards.

Continuity: The understanding of the project needs and the design goals must be maintained throughout the project's duration. In construction phases, it is as necessary as in the design phases, to make certain that the original intent, of the client and designer are realized in the final built product. This will be very important in the construction phasing of your project. The key members of the team, under the leadership of the Project Manager will be responsible for the direction of the project throughout all phases to ensure continuity of design intent.

2. PROJECT DOCUMENTATION

Project Documentation is a result of systems set up in BOA's Project Management Manual. This guide on how to run a project effectively and efficiently, developed more than 60 years of architectural practice, is firm, but flexible; responsive to the specific dynamics of specific projects, but unyielding in its insistence on full documentation, responsiveness, and performance. Keys elements include:
Project Checklist: This is initiated at the beginning of each project and services as a guide of all elements of the project to be completed, and as a central index for all project related material. It is continually updated and reviewed during regular project audits.

Product File and Technical Project Checklist: Initiated at the start of design work, this checklist serves to record all considerations and decisions regarding building materials and methods to be used in construction. It also becomes a comprehensive guide for preparation of the Construction Documents.

3. CONSULTANT COORDINATION

The engineering consultants play a very critical and active role in all phases of the work. The Project Manager leads in coordinating the efforts of consultants with the help of:

- Frequent coordination meetings.
- Consultant orientation packets which are distributed at project commencement and periodically through the project.
- Clearly defined scopes of work which define separation of responsibilities and eliminate grey areas.
- Milestone Outline, prepared specifically for each project which clearly defines consultant performance expectations for each phase.
- Project Schedule coordinated with a milestone outline, reviewed and signed off by all consultants.
- Drawing Status Log which is updated every two weeks which track's consultant's performance.
- CADD (AutoCAD 2024 and Revit 2024) procedures involving background and overlay methodologies that insure up-to-date and coordinated design effort. Your project drawings will be completed using BIM/3D/Revit 2024 (3 dimensional modeling).

4. CONSTRUCTION ADMINISTRATION

BOA understands the importance of efficient construction administration. To ensure that the design and technical intent are conveyed to the contractor and that the project knowledge is available throughout this phase, the construction administration is led by the project manager. The Project Manager, Edward Lok Ng will personally review shop drawings as well as attend all job site meetings to resolve technical design issues. A Senior Project Manager from each of our engineering consultants will be assigned to assist the Project Manager and ensure that the highest standard, procedures and methods of construction are employed. BOA has a Construction Administration Manuel to assist the Project Manager with an established system to track shop drawings, RFI, change orders, and documentation of construction site meetings, so that keys decisions are tracked and managed for the benefit of the Client.

If there will be on-going operations and services, BOA will assist in the development of a Construction Phasing Plan to ensure that on-going operations and services will have minimum disruptions to city services. BOA is well aware of the need for City facilities and services to remain operational during construction. We have had good results recently assisting the Cities of Long Beach, Torrance, City of Irvine , Pasadena, and Carson on construction projects that require facilities to remain open during construction.

5. QUALITY CONTROL

Quality assurance begins with the commitment, experience and abilities of the team members. All of the firm's personnel contain many design specialists versed in the complexities of the individual phases of the design process. The quality assurance program for the project will draw on these skills to assist the team in obtaining its goals for a design of vision that delivers the maximum functional and accessibility solution to the user that addresses the needs of the client and does so with the most efficient construction process. BOA has an established Quality Control program that is based on three mechanisms.

The Quality Control Manual: The Quality Control Manual documents, activities, tasks, and deliverables are to be achieved in each phase of work. Checklists are included and, at the completion of each phase, are signed off by the Project Manager. The manual also includes exemplary forecasts for meetings, programs, schedules and Agendas. We have a quality control checklist that is customized especially for Public Works facilities projects. Checklist items range from plumbing fixture standards, to City department clearances, to record drawing procedures, to amount to copies needed for review submittals, and much more.

Quality Control Review: Quality Control Reviews occur prior to client Submittals and at key points in the project schedule. During these reviews, the entire sets of documents are checked by an experienced, a highly-skilled architectural professional who has had major experience in the design of similar projects to ensure a "questioning character" in this process. Major emphasis is placed on Constructability and on satisfying the operational requirements of the user and thoroughness of documentation. As a part of this project, BOA will commit Mr. Leo Arteaga, Architect/ Quality Review Officer. He, who has over 30 years of architectural experience and is CASp certified, will be ideal for this role because of his extensive municipal and Public Works experience and familiarity with processes and procedures for these types of projects. Mr. Arteaga will review all deliverables at, 75%, and 95% completion. This involvement is formalized and part of the quality control manual procedures. We are committed to providing quality design services and trust that our past work with other local cities is indicative of that commitment.

Project Standards: From our experience of over 2000 public works architectural projects, BOA has developed its own Project Standard that can be customized to the Client that enhances quality control of bid documents and the construction process. Project Standards include:

1. Construction document detail drawings: With the input of past governmental clients, BOA has developed, refined, and field tested over 300 Standard construction details that are geared for public works renovation/addition projects. We have Standard, field tested, construction document details for just about every field condition possible; accessible lavatory counters, transitions of existing to new addition, restrooms upgrade, signage, railings, entry doors, stairs, ramps, site work, parking lot, window/door replacement, roof repair, building expansion joints, elevator retrofit, HVAC replacement etc.

2. BOA has developed a standard facilities modernization equipment list e.g., types of new handrails, access lifts, lighting fixtures, plumbing fixtures, drinking fountains, furniture, restroom accessories, audio-visual equipment, etc., complete with manufacturer Model # and their acceptable approved equal. The Standard equipment list has been field tested and proven to be of high quality, durability, parts availability, and acceptable to the many past municipal clients.

3. BOA has developed a standard keynoting system with over 150 items that addresses virtually every facility field condition and many retrofit/repair conditions. These standard keynotes have been field tested and refined, and have proven to be clear and concise to construction contractors.

6. WORK PLAN

An integral part of our management approach is to develop a written Work Plan during the project's Pre-Design phase, so that the Design Team and Client have clear written directions and instructions for each phase of the project. So that the entire Design Team is on the "Same Page", We will create a written Work Plan for each design phase of your up-coming Rowley Park Gym Improvement Project, as well as a project Design Schedule, upon initiation of the project. Our preliminary Work Plan is included in the following pages:

INITIAL PLANNING PHASE- PRE-DESIGN

Initial Meeting with Client
•Establish protocol and lines of communication
•Statements of Goals and Objectives
•Review schedule & establish significant milestone dates
•Develop a formal project schedule
•Develop a formal written Work Plan

Program Appraisal
•Verify functional relationships with Users
•Confirm area allowances
•Review functional program
•Prepare a written report for facilities program
•Update program changes

Site Appraisal
•Review site information
•Walk site and document observations
•Photograph site and adjacent areas
•Establish need for destructive testing, topographic survey, soil/geology reports, as-built drawings,
•Study planning/context constraints
•Document zoning and parking requirements
•Appraise and document connections/access
•Document expansion requirements
•Establish location of existing utility lines

Cost Plan
•Assessment of non-programmed needs
•Budget review and analysis
•Resolution of scope in relation to budget
•Develop cost plan

Work Plan
•Review sub-consultant selection with Client
•Establish management plan
•Develop project directory
•LEED design approach, if any necessary
•Establish quality control procedures
•Establish project numbers and accounts
•Review legal and agency requirements
•Develop a written Work Plan

Contract Negotiation and Approval
•Ascertain Owner's requirements
•Determine form of contract and review
•Review possible modification to clients standard contract form.
•Define architects' scope of work

Client Meetings
•Establish frequency and pattern of attendance







LA County ISD - Sorensen Recreation Center Maintenance and Repair: Initial Site Assessment at Roof and Windows

SCHEMATIC PLAN PHASE

Issue Project Documents
•Program
•Budget & Cost Model
•Schedule
•Project Directory
•Protocol
•Work Plan

Initial Meeting with Consultant Team
•Review project documents
•Establish consultants' goals
•Establish CADD/3D format and files

Initial Meeting with Client
•Review Schematic Design Schedule
•Establish "Key" dates and participants
•Establish design goals
•Review scope of work

Concept Studies
•Schematic Design, provide 3 options
•Expansion options (if any)
•Study connections/access
•Review construction methods
•Check concepts against cost plan

Complete Phase Documentation
•Preliminary Quality Control (QC) review
•Coordinate all disciplines

Cost Analysis
•Review options with client

Preliminary Agency Review
•Obtain schedule commitment from Bldg. Dept., fire dept., planning dept.
•Review areas of concern

Quality Control Review
•Final review by Quality Control Officer
•Sign off by Project Manager
•Review pre-fabricated building options
•Review options with client

Inter-Team Interviews
•Establish space planning goals
•Refine selected options

Phase Development & Documentation
•Establish building plans
•Proceed with internal and inter-team QC review
•Establish building sections, elevations, 3D views
•Establish building systems; structural, electrical, natural vent
•Develop overall site design
•Address "special" issues, e.g., ADA code & design, for crime prevention/security, LEED, energy savings options.
•Develop preliminary room/space criteria
•Develop preliminary equipment layouts
•Outline Specifications

Issues Backgrounds to Consultants
•Provide translations where necessary

Formal Acceptance by Client
•Notice to proceed with Design Development

Value Engineering
•Review all options with client
•Issue agreed changes to all consultants

Client Meetings
•Scheduled as needed – Involve Client Maintenance/Repair Service Director & User Programs Director

DESIGN DEVELOPMENT PHASE

Review Schematic Design
•Reconcile budget vs. scope
•Incorporate value engineering and energy saving review changes
•Issue any new directives

Initial Client Meeting
•Review Design Development schedule
•Establish “key” dates and participants
•Confirm work plan
•Review consultant performance and coordination

Develop Design
•Final detail planning
•Develop building systems
•Select key materials and products
•Develop typical construction methods and details
•Research materials and specifications
•Finalize site, utilities, and structural engineering
•Finalize pre-fabricated building system.

Phase Documentation
•Establish building plans
•Internal and inter-team QC review
•Establish building sections and elevations
•Develop room plans at 1/4” scale
•Establish building systems
•Address “special” issues
•Coordinate room/space criteria and equipment

Issue Backgrounds to Consultants
•Provide translations where necessary

Complete Phase Documentation
•Preliminary QC review
•Coordinate all disciplines

Cost Analysis
•Review options with Client

Agency Review
•Planning Department
•Building Department

Quality Control Review
•Final review by Quality Control Officer
•Sign off by Project Architect
•Review that energy saving features has been implemented in Drawings and Specifications.

Formal Acceptance by Client
•Obtain Notice to Proceed with Construction Documents Phase

Constructibility Review
•Inter-team review
•Project Manager sign-off

Value Engineering
•Review all options with Client
•Issue agreed changes to all consultants

Client Meetings
•Scheduled as per scope of work

CONSTRUCTION CONTRACT DOCUMENT PHASE

Review Design Development
•Reconcile budget vs. scope
•Incorporate value engineering changes
•Issue any new directives

Initial Team Meeting
•Review Construction Documents schedule
•Establish review dates and participants
•Confirm work plan
•Review consultant performance & coordination **Work Plan**
•Confirm critical path of the schedule
•Review consultant issues and coordination
•Determine deliverables
•Cartoon all drawings
•Confirm construction contract type and procedures
•Research specific issues and materials
•Confirm CADD and Revit 3D files and sequence
•Establish coordination procedures

Phases Documentation
•Check final drawing list against QC manual
•Review final drawing list
•Schedule final CADD effort with CADD coordinator
•Coordinate room/space criteria and equipment
Issue Backgrounds to Consultants
•Check all translations before proceeding with consultant work

Cost Analysis
•Review options with Client
•Estimates at 50% and 85%

Agency Reviews
•Over the counter at 50%
•Resolve any outstanding issues

Submit to Agency
•Schedule for plan check corrections

Quality Control Review
•Final review by Quality Control Officer
•Sign off by Project Manager
•Review that energy savibngs Features have been implemented in Drawings and Specs.

Final Coordination
•Check completeness of all discipline documents
•Consultant coordination
•Code compliance
•Check all equipment requirements

Value Engineering
•Review all options with Client
•Pick up changes on all documents

Client Review and Acceptance
•Scope and budget
•Value engineering items
•Drawings/Specifications Submittal 50%, 85%, 100%
Client Meetings -•Scheduled as needed

BID PHASE

Pre-Bid Conference

•Present goals and objectives of project
•Review schedule
•Review procedures
•Call attention to special conditions
•Document all questions

Bidding

•Assist Client to agree and issue addenda
•Provide Clarification when to bid documents
•Assist Client to agree on bid alternates
•Assist client in reviewing bids

CONSTRUCTION/AS-BUILT/WARRANTY PHASE

Pre-construction Meeting

•Establish protocol
•Review procedure
•Review general contractor schedule
•Assist in testing and inspection appointment
•Establish submittal schedule and procedures
•Review and respond to submittals and shop drawings
•Establish observation procedures
•Schedule meetings and attend site visits
•Confirm procedures regarding field orders, clarifications, instruction bulletins, change directions, and change orders.
•Prepare sketches and cost for change order
•Substitutions
•Legal procedures
Bonds, insurance, etc.
•Drawing updates record documents
•Payment requests and certification
Construction schedule and update
•Quality and standards
•Samples
•Delays and defects
•Agency procedures

Site Meetings

•Action list
•Meetings as scheduled

Punch List

•Preliminary and ongoing
•Final
As-Built Drawings
Beneficial Occupancy
Final Completion and Inspection
Manuals, Warranties and Record Drawings
Maintenance and Operational Instructions

2. APPROACH TO POTENTIAL CHALLENGES

As mentioned in “Section 1. Project Approach and Understanding”, of this RFP Response, BOA has an established project management system with checklists, a written Work Plan, Quality Control program, and more. Despite all these in-house control systems and our best efforts, there will still be challenges throughout this project. In any architectural design and construction project, there WILL be challenges and problems/issues that will arise unexpectedly. Especially for renovation projects where one is not sure of what is hidden in the walls or under the slab. It is given that challenges will be a reality in both the design and construction phases.

When challenges arise that go beyond the project scope, but must be done, what do we do? BOA is a firm that believes in the collaborative approach. Where the Owner (or the client), Design Team, and Contractor are notified and work together as a team to resolve the issue(s). BOA’s approach encourages communication between all stakeholders to allow all parties to use all their resources to resolve the challenges that will result in the “best value” for the project. As an agent and an advocate for the Owner, BOA, we will always try to minimize “change orders” while achieving as close to the ideal outcome as possible.

What about when the Design Team makes a mistake? What do we do? An example might be if the Design Team takes too long to respond to structural shop drawings, which causes a delay in the construction, and the contractor charges a justified “Change Order”? Of course, BOA would have tried to retain another structural engineer and use all our resources to resolve beforehand. However, if it is found that the Design Team is at fault, BOA will pay for all the damage caused by the Design Team’s delay and negligence. This is an extreme case, and we all hope this does not occur. But if it does occur, we want to assure you that we will not “bail out”, but be proactive to take full accountability and responsibility. Our approach to challenges is to always be as transparent as possible and to proactively resolve problems collaboratively. We hope that the 2 above scenarios gives you insight into BOA’s integrity and core values.

3. ANTICIPATED STAFFING LEVELS

Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. BOA staff, Edward Lok Ng, Architect (has been employed over 40 years with BOA), will be the project manager overseeing your entire project, and have day-to-day communication with you. Leo Arteaga, CASp (ha been emplyeed 28 years with BOA), will lead the ADA compliance assessment and design, and be responsible for the Quality Control of the entire Construction Documents. Kyle Ng, Interior Designer (has been emplyeed 15 years with BOA), will design the building interior and select all the interior finishes. These 3 in-house staff will design and manage this project from connection to project close-out. Additionally, these sub-consultants that are listed (Section 5. Time Team Members Have Been with BOA) are all State of California licensed professionals in their respective disciplines, and have teamed with BOA on numerous other municipal park-recreation projects for over 20-years. Our sub-consultant's full qualifications are available upon request.

FIRM PROFILE

Established in 1961, BOA is an S-Corporation architectural firm and a certified Small Business Enterprise (SBE) by the State of California DGS department and City of Los Angeles. The company's corporate officer and principal is Edward Lok Ng (licensed architect in the State of California). BOA has been in continuous business since 1961. The firm has ten (10) architectural staff, and one (1) office manager, totaling eleven (11) employees. In addition to architecture, BOA also has in-house expertise in ADA Compliance and interior design services.

LEGAL NAME AND ADDRESS:

Black, O'Dowd and Associates, Inc.
DBA BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Phone: (562) 912-7900

SERVICES PROVIDED BY FIRM:

Architecture
Interior Design
ADA Compliance Consultant

YEAR FIRM ESTABLISHED:

BOA was originally established in 1961 under the name of Black, O'Dowd and Associates

CURRENT WORKLOAD:

Our current workload is moderate and is such that we can begin your Project immediately.

PRINCIPAL CONTACT:

Edward Lok Ng, Architect, LEED AP
Employed since 1982, Principal since 1996, License CA #C16840
email: lok.ng@boaarchitecture.com

STRUCTURE OF FIRM:

California Corporation #D055-4236
Federal I.D. #95-2632309
State I.D. #153-7551-2
City of Los Angeles-Business License #437008-75
Dun & Bradstreet #04-441-9737

PERSONNEL BY DISCIPLINE:

Architectural Staff: 9
Administrative Staff: 1
BOA currently employs 10 employees.

CURRENT INSURANCE COVERAGE:

Professional Liability - $10,000,000
General Liability - $10,000,000
Limits can be increased if required and are negotiable on an individual basis.

FIRM'S ANNUAL DESIGN FEES RECEIVED:

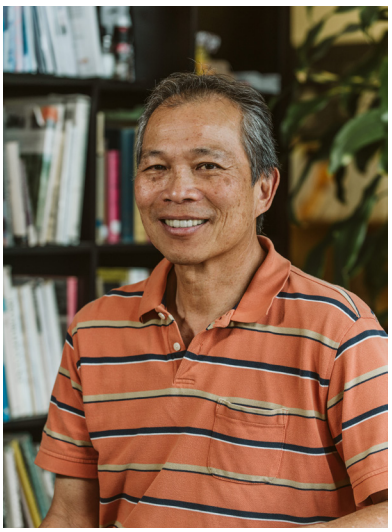
Approximately $2,000,000

KEY PERSONNEL & RESUMES

Please find in the following pages resumes of BOA's Key Personnel who will design and manage your project. These Key Personnel are also long-time in-house staff and have combine to complete over 50 municipal community centers and gyms renovation projects.

BOA RESUMES

EDWARD LOK NG
ARCHITECT, LEED AP



PROJECT RESPONSIBILITY

Maintain Client communication, lead overall design effort in form and function, compile client and user group input and maintain day-to-day contact with Client, and the entire Design Team.

EDUCATION

Bachelor of Architecture, University of Hawaii, 1981

PROFESSIONAL REGISTRATION

Licenced Architect, C-16840, State of California, 1986

LEED Acreditted Professional 2009

Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

EXPERIENCE

Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 40 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and over 300 parks and recreation projects. And he has designed and managed 3 Community Gym Renovation projects. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, Fire Stations, Police Dept. facilities, and ADA retrofit/transition plan projects. This extensive municipal architecture experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently, Mr. Ng is the Project Manager for all Public Park Renovation projects for the Cities of Gardena, Anaheim, Glendale, South Gate and Irvine (4 community center renovations) as well as the firm's current parks modernization and repair projects with LA County ISD.

A certified plan review consultant to California's Division of the State Architect, Mr. Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.

BOA RESUMES

LEONARDO ARTEAGA
PROJECT MANAGER, CASP



PROJECT RESPONSIBILITY
Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code for this project. In addition, he will spearhead the ADA Compliance assessment and problem-solving for this project. He will also provide quality control of all Construction Documents for this project

EDUCATION
Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

PROFESSIONAL REGISTRATION
California Certified Access Specialist, 2009 - CASp #55

ICC-Certified Accessinility Inspector and Plan Examiner - #8088179

EXPERIENCE

Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant Public Park experience and expertise includes all types of municipal facilities (Auditorium, Community Centers, Public Restrooms, and the grounds at public parks, parking lots) for ADA Compliance for the Cities of Long Beach, South Gate, Glendale, Pasadena, Placentia, Irvine, Huntington Beach, and City of San Bernardino, and County of San Bernardino. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities.

BOA RESUMES

KYLE NG
PROJECT MANAGER, DIRECTOR OF INTERIOR DESIGN



PROJECT RESPONSIBILITY

Equipped with a BFA in Interior Architecture (from CSU Long Beach) and Masters of Architecture (Cal Poly Pomona), Kyle is BOA's Director of Interior Design. Kyle offers valuable design insight especially for the interior of your buildings, and is in-charge of interior design directions, and is responsible for our extensive interior materials library and resources. He works to spearheads the production of interior design construction documents; drawings, specifications and 3-dimensional modeling. He also coordinates with Clients and our sub-consultants/engineers to resolves critical interior design issues.

EDUCATION

Masters of Architecture
Cal Poly Pomona University, 2017
BFA, Interior Architecture from CSU Long Beach
Licensure in Progress

YEARS OF EXPERIENCE

Employed by BOA since 2010

EXPERIENCE

Kyle has been a member of BOA since 2010, with over 12 years of architectural experience in all phases of a project, from conception, through construction, and project close-out. He has experience in both private commercial and especially public works interior renovation projects for numerous public clients; understanding the goals of the Client and that open communications are the keys to a successful project. He leads the interior design and production effort to ensure that design solutions effectively meet the clients' and users' needs and goals while adhering to client schedules and budget constraints. He is advance-proficient in both Computer Aided Design (CADD) and in BIM Revit 3D 2020. He has been the Project Designer for interior design projects for numerous public parks renovation projects; Cities of Gardena, Irvine, Costa Mesa, Laguna Beach, Laguna Niguel, Pasadena, and for LA County ISD. Kyle's wide variety of interior Public Parks design work experience includes:

- City of Laguna Niguel Senior Center interior renovation
- LA County ISD, interior & exterior renovation at Public Parks locations
- City of Pasadena Villa Parke renovation and addition of the Community Center
- Gardena Mas Fukai Park renovation, 5,000 s.f. new community center, public restrooms
- San Bernardeno County Wonder Valley Community Center renovation
- Lake Forest Sports Park renovation
- City of Lawndale Youth Development Center and Skatepark

Most importantly, he has designed the interior over 100 municipal parks/recreation building renovation projects.

4. QUALIFICATIONS & EXPERIENCE

In the following pages, we have attached relevant project progress that have been completed by BOA's current staff.



Project: Physical Education Facilities, California State University, Bakersfield; Bakersfield, CA
Client: CSU, Bakersfield

Project Description: BOA designed the initial phase of a physical education facility to serve student needs. It must be organized in a manner adaptive to a controlled process of expansion to meeting future needs of the students. The initial facility is to be a compact structure with a relatively complete appearance, yet allowing for expansion with a minimum revision of the completed work. The structure was designed to be compatible with existing campus structures and to conform to the campus master plan. The structure is composed of exposed aggregate concrete block bearing walls which support closely spaced long span, open web, steel joists and/or steel beams with corrugated steel decking and insulating concrete. Skylights enhance the quality of illumination by combing natural with artificial lighting. Other parts of this facility included complete shower and locker rooms, and train rooms for both genders.

LA COUNTY ISD, Add New HVAC to Alondra Park Gym

Client: County of Los Angeles ISD, contact; Orania Stamus 213-200-8094, Shahen Soghomonian 818-751-9377
Construction Cost: $700,000 **Completed:** 2025 **Architect Team:** Edward Lok Ng, Leo Arteaga, Kyle Ng
In 2018 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of Los Angele – Internal Services Department (ISD) for their Deferred Maintenance Program for their existing buildings. To date, we have completed the design of 10 renovation/modernization projects in the cost range of $50,000 to $1,500,000 in construction cost. A challenging but rewarding project was to add new HVAC system to the Alondra basketball Gym at Alondra Park in the City of Lawndale. Since the 1950's, when it was originally built, this well-use gym only had radiant space heating.
Design Solution: With a very limited construction budget of $700,000, and directions to preserve the existing "mid-century modern" appearance of the building, BOA added new HVAC units to the existing flat lower roof of the gym building. Tapered roof rigid insulation with PVC single-ply roof was added for proper roof drainage. The rigid insulation also helped to modulate in-door temperature. A modern-looking steel siding formed a screen to hide the unsightly rooftop equipment and ducts from view. At the interior, large, exposed round HVAC ducts were pushed as high as possible to not obstruct the gym's play area. Because there was limited electrical power for the gym, we coordinated with SCE to design a new 400 amp electrical service to accommodate existing demands for the gym, restrooms, kitchen, and for the new HVAC system.



BEFORE: Alondra Gym had only a radiant heating system.



During construction.



AFTER: new HVAC system for the Gym that is screened from view.



AFTER: new HVAC ducts in the Gym supplying conditioned air.

LA COUNTY ISD, Deferred Maintenance Program

In 2018 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of Los Angele –Internal Services Department (ISD), contact; Keith Andersen 310-720-2921 or Shahen Soghomonian 818-751-9377, for their Deferred Maintenance Program for their existing buildings. To date, we have completed the design of 12 renovation/modernization projects in the cost range of $50,000 to $1,500,000 in construction cost. We have completed 10 projects, and currently are designing 5 projects. The design of the following on-call assignments has been recently completed.

Roy Campenella Park Recreation Center, 4000 sf Renovation, **Construction Cost:** $800,000 Located in the City of Compton. Recently completed construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior lighting, renovate restrooms for ADA Compliance, add R-30 roof insulation, replace the roof, raingutters, repair rotted wood beams, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior.





Roy Campanella Rec Ctr, Compton CA, New HVAC & bldg. repairs



Saybrook Rec Ctr, East LA, CA,

Saybrook Recreation Center, 3000 sf Renovation, **Construction Cost:** $700,000 Located in East LA Recently completed construction, the project scope comprised of the replacement and modernizing of the plumbing, replace electrical service, new fire alarm, new interior & exterior lighting, renovate restrooms new fixtures/finishes, add R-30 roof insulation, replace the roof, replace HVAC ducts, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior, remove wood siding & invasive vines, install new plaster finish on entire building exterior.

Sorensen Recreation Building, 3000 sf Renovation, **Construction Cost:** $600,000 Located in the City of Whittier. Recently completed construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior/interior lighting, renovate restrooms for ADA Compliance, replace roof, windows & doors, replace rotted eave fascia, repair rotted wood trims, provide new flooring, and paint interior/exterior.





Sorensen Rec Building, Whittier, CA, In-Construction; Replace HVAC equipment, Windows/Trims, Fascia, remodel restrooms

Eddie Heredia Boxing Club, 5000 sf Renovation,
Construction Cost: $1,100,000 Located in East LA. Recently completed construction. This renovation project totally transforms a 1960's mid-century fire station into recreational community boxing gym. The project scope comprised of the replacement and modernizing of the HVAC, plumbing & electrical systems, new fire alarm, new interior/exterior lighting, new restrooms with lockers, add R-30 roof insulation, replace the roof & raingutters, repair rotted wood beams and fascia, new ADA parking stall, new trash enclosure, new flooring, paint interior/exterior, new entry ramp/stairs, remove walls to create larger rooms, and new sectional garage doors that will allow both natural ventilation and air conditioning for boxing events and training. The new garage doors will also maintain the historic character of the original fire station.



Just completed 2023, Eddie Heredia Boxing Club, East LA, CA,

MAS FUKAI PARK, *City of Gardena (currently in Construction Document phase of Design)*

Mas Fukai Park in the City of Gardena is on the cusp of a remarkable transformation, currently in the Construction Document phase with David Volz Design (DVD) and BOA Architecture partnered to took charge to renovate the Park grounds, new community building and park restrooms. This collaborative effort is set to breathe new life into the park, creating an inclusive recreational space that caters to the diverse interests of the community. DVD & BOA's innovative touch introduces modern pickleball courts and basketball courts, providing sports enthusiasts with top-notch facilities to indulge in their favorite activities. The park's existing ballfields and bleachers are undergoing substantial improvements, ensuring a delightful experience for sports spectators and players alike. Additionally, an invigorating exercise walking path snakes its way through the park's picturesque landscape, complemented by strategically placed exercise equipment, enticing visitors to embrace an active and healthy lifestyle. As a serene oasis for relaxation, a unique foot reflexology labyrinth will be featured, offering a tranquil retreat where visitors can unwind and rejuvenate their senses amidst the soothing natural surroundings. The new 5000sf Community Center will provide state-of-the-art facilities for Teen Center, Dance Studio, and a large community rental room for large events. Natural building materials of wood ceilings, concrete floors, and large expanses of glass promotes the indoor-outdoor ambience vision of the Client. The rejuvenated Mas Fukai Park is poised to become a cherished community haven, fostering a sense of unity and well-being for residents and visitors to treasure for years to come.









Client: City of Gardena
Kevin Kwak, PE
Assistant Public Works Director
1717 West 162nd Street
Gardena, CA 90247 310-217-9643
kkwak@cityofgardena.org

Key Elements:
Pickleball courts
Basketball courts
Updated ballfields
Foot reflexology labyrinth
Community building
Public park restrooms

Services provided:
Schematic Plans
Design Development
Construction Documents
Construction Admin.

Design start: Oct. 2022
Construction starts: Dec. 2023

Design cost: $755,830

DVD design team:
Eric Sterling, Kevin Volz, Luis Pedraza, Sarah Moon.

BOA Architecture design team:
Edward Lok Ng, Kyle Ng, Leo Arteaga.

LA COUNTY ISD, Eddie Heredia, Eastside Boxing Club



BEFORE





AFTER, completed, Jan. 2023

Client: County of Los Angeles ISD, contact; Ourania Stamus 213-200-8094 or Shahen Soghomonian 818-751-9377**Construction Cost:** $1,300,000 for 5000 sf renovation. **Completed:** 2023 Located in East LA, this renovation project totally transformed a historic, but obsolete, 1960's mid-century fire station into a recreational community boxing gym for at-risk local youths. BOA worked with the LA County historian to ensure that the exterior defining architectural features of the building were not altered. The non-original apparatus garage doors at the street frontage and alley, were replaced with new sectional glass garage doors for openness and natural lighting. The new garage doors maintained the historic character of the original fire station. Even though, new HVAC was installed, the large operable glass garage doors allowed for natural open-air boxing-training workouts, which was much desired by the boxers and trainers. The old and ugly rooftop HVAC equipment were removed, and roofing was replaced with new energy-saving reflective shingles. Exterior walls-windows were repaired, patch & painted. The interior was totally gutted to install new electrical/data, new LED lighting, new drywall, and removed some walls to create larger workout-training areas, and a weight room. The former sloped floor apparatus garage, was demolished, re-poured with new concrete, for a boxing ring and enough space around the ring for portable chairs and bleacher for viewing. Other project scope comprised of replacement & modernizing the HVAC, plumbing & electrical systems, fire alarm, interior/exterior lighting, new renovated ADA compliant restrooms with lockers, add R-30 roof insulation, replace the roof & raingutters, repair rotted wood beams and fascia, new rubber sports flooring throughout, paint interior/exterior, removed former kitchen walls & built-ins to create larger rooms. New exterior sitework included; ADA parking stall, large trash enclosure, and new entry ramp/stairs for accessibility from the street, new gates/fence off alley,



New Restrooms w Lockers





New Rubber Sports Flooring wall finishes, LED Lighting

New Trash Enclosure, Gates, Fence, Add ADA Parking

PROJECT EXPERIENCE

HOLLYDALE COMMUNITY PARK, *City of South Gate (currently in Construction, at 95% complete)*



The new vision of this park is a vibrant activity space that would include: play lots, ball courts, health and wellness tracks, a new community building with public restrooms. The improved park is to have new picnic spaces, a play lawn, an open-air theater with a movie screen backdrop, benches, play equipment, shade trees, and a gateway marker at the neighborhood entryway. Various neighborhood gatherings are anticipated for this envisioned green oasis. Gatherings are to include organized neighborhood events and a revamped city-run Halloween program that was very popular in past years at this site. This site will be a gated facility. It is currently secured on three sides.

The master plan includes a decorative street edge fence. New welcoming gateways are envisioned along busy Industrial Avenue. The ability to close the park will allow for nighttime security and provide protection from the street for young children. Lighting and security cameras will be installed along with emergency vehicles and maintenance access ways. Eleven new parking stalls will be built along the street edge to encourage and accommodate easy access to this needed park facility. A new community center, public restrooms, covered patios and a large room provides indoor recreation programing and community rental opportunities.





Client:
City of South Gate
Reference: Steve Costley
Interim Director of Parks & Recreation
(323) 563-5494
scostley@sogate.org

Key Elements:
Children's playground
Parking
Hard court activities
Walking trail, Security fencing
Community Bldg. w restrooms.

Services provided:
- (8) Community Outreach Workshops & Display Exhibits
- Summary Report
- Design Development
- Final Concept Plan
- Construction Documents
- Grant Application Assistance

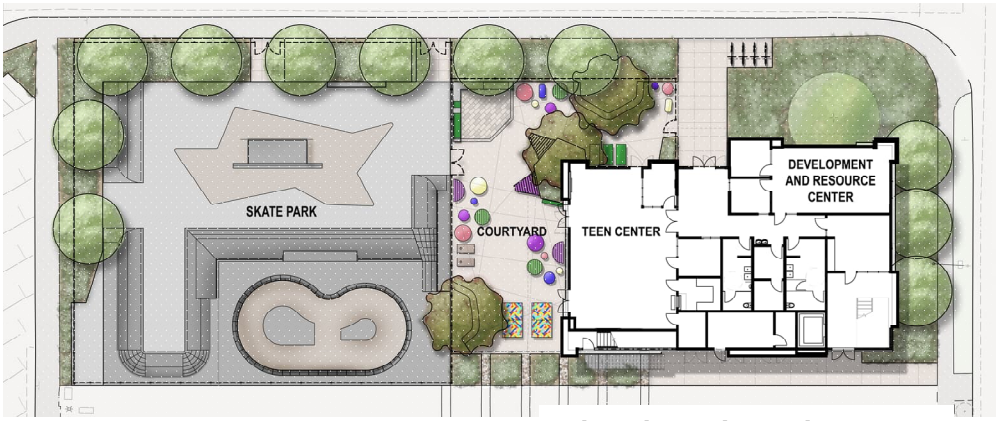
Acreage: 1.42
Start Date: October 2017
Cost of Design: $253,000
Construction start: Oct. 2023

DVD Landscape Arch. design team: Eric Sterling, David Volz, Luis Pedraza, Sarah Moon, Xitlali Casarrubias,

BOA Architecture design team: Edward Lok Ng, Kyle Ng, Leo Arteaga.

Lawndale Youth Development Ctr. - Teen Ctr.

Project: YDC or Youth Development Center-Teen Center, Lawndale, CA **Construction Cost:** $11,000,000
Owner: City of Lawndale, contact: Jason Minter, Community Development Director **Current Status:** Schematic Design
Project Description: A brand new "state of the art" facility dedicated to the teenagers of Lawndale, it will meet their recreational and social needs and provide space for family counseling and after-school "youth development and intervention" programs. Through our public outreach efforts, the teens wanted "a creative place to hangout". In response, on the first floor of this dedicated Teen Center includes a large multi-purpose for social events, hangout, and gaming. It can easily be converted to a creative dance and fitness studio by moving the portable furniture to the sides. Adjacent is kitchen space that can be used as a "test" kitchen for creative cooking. Near the large multi-purpose room is a Classroom / "Maker" room for teen to be creative with computer technology, arts-crafts, and lots of counter space for 3D printing and floor area for animatronics-robotics. At the main lobby entry will be private offices for career counseling, Teen-family counseling, staff office. Outdoor amenities include ping-pong, outdoor gardening, outdoor music stage, and gathering areas. The main feature at the exterior is the Skate Park which will be an attraction for the teen center and will be open to the public. Playful colors and shapes will adorn the interior. Large windows provide a panoramic view of the Skate Park, outdoor gathering spaces, and let in a lot of natural light. The second floor of this 10,000sf building, with its own separate entry, will be home to the City's Municipal Service Dept offices, and Multi-media - Cable TV offices. The exterior building materials of masonry veneer, large expanses of glass & generous roof eave overhangs were arranged into a contemporary expression that will blend and be compatible with the adjacent civic center modern-contemporary architecture.



Site Plan -Floor Plan



North main entry w 1st floor Teen Center, Municipal Services 2nd floor



Main Lobby to Teen Ctr.



Teen Center Multi-purpose Room



Outdoor courtyard at Northwest



The main entry located at the corner of Pacific Coast Hwy./Eubank Ave in Wilmington, is a contemporary expression of the historic Banning House



Playful colors define the stage at the Multi-Purpose Rm.



Commercial kitchen for meals program

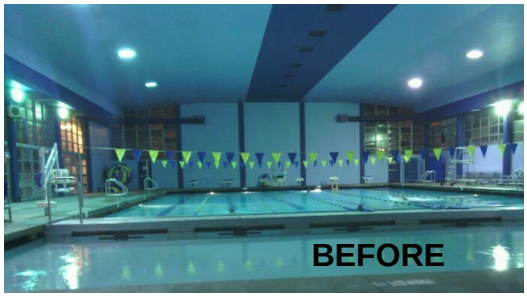


Spacious interior hallways overlook courtyard.

Project: Wilmington Senior/Multi-Purpose Center at Banning Park, Los Angeles Area-Wilmington, CA
Client: City of Los Angeles, Recreation & Parks Dept. contact Paul Tseng ph: 213-847-9435
Construction Cost: $2,400,000 **Completed:** 2003 **Architect Team:** Edward Lok Ng,
Project Description: A new "state of the art" facility dedicated to senior citizens. It will meet recreational/social needs of seniors, and provide a "home away from home." This 12,000 sf facility is located on the grounds of National Historic Banning House. BOA worked closely with a Historic Consultant to locate & design a new building that was compatible but not mimic the Banning House. BOA also coordinated with the Councilman's Office, User Groups, City Cultural affairs, and Park Preservation to resolve design conflicts. This U-shape building with a courtyard focus, offered natural lighting within a secured environment, and provided a pleasant setting for seniors to meet and outdoor recreation. It was designed specifically for seniors with limited mobility and varying disabilities. This facility exceeds ADA accessibility code requirements, featuring, access lift to the stage, automatic opening doors, liberal use of handrails/grab bars in the hallways, and an open plan to facilitate visual accessibility. Crime prevention features included, access controls, selective use of windows at ground level, and natural surveillance at courtyard and front entry. BOA coordinated workshops with senior & park user groups to formulate security, programmatic, and accessibility goals and provided a forum for User input.

BOA Architecture

Bellflower Indoor Pool & Locker Room Renovation



Indoor Pool Before Renovation



Rotted Wood Roof Framing



Locker Rm Before Renovation

Project: Bellflower Aquatic Center, Indoor Pool Locker Room Renovation **Construction Cost:** $1,500,000
Location: Thompson Park, Bellflower, CA **Architect Team:** Edward Lok Ng, Leo Arteaga
Client: City of Bellflower Dept. of Public Works, contact: Bernie Iniquez (562) 760-3250 **Year Built:** 2020
Project Description: BOA Architecture was commissioned to repair and improve an old 1960's indoor pool building and its locker rooms. Our challenges were to replace all the rotted wood framing in the locker rooms. The wood studs had rotted from decades of water seepage from showers, and from the maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms). BOA's solution was to carefully sawcut the entire locker room concrete floor, and install new concrete floors sloping and install numerous new drains, to expel water quickly. We designed new concrete curbs to protect new and existing wood stud walls from moisture, rot, and corrosion damage. All rooms were designed have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and door frames provided corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 100 swimmers with newly renovated facility included; men & women locker room/showers/restroom, private dressing stalls. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment. We also remodel the entry lobby, staff offices, and swimmer check-in counter. Also, due to poor ventilation in the concealed ceiling of the indoor pool building, much of the wood framing plywood and roof rafters had rotted. BOA removed and designed a new exposed structural roof deck with exposed rafters and plywood. New rigid insulation and new PVC single-ply "cool roof" helped to moderate interior temperature. Multiple new, large capacity, heavy duty exhaust fans located at the roof ridge helped to promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. We design large new fabric air conditioning ducts that will not corrode for the existing air conditioning system. These enhancements to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel structure. New high-efficiency, up and down, LED lighting replaced old and obsolete fluorescent fixtures, lit pool decks and featured the new exposed ceiling. The large existing structural steel beam were painted with marine grade epoxy painted to minimize further rust and corrosion.







After; New Ceiling Structure, New Lighting, New Fabric Ducts

After; New Shower, New Locker Rm

AFTER

BOA Architecture

Pasadena Villa Parke Community Center Remodel

Construction Cost: $1,000,000
Location: Villa Parke, Pasadena, CA **Architect Team:** Edward Lok Ng, Leo Arteaga, Miguel Andrade
Client: City of Pasadena Dept. of Public Works, contact: Tiffiny Chen PE (626) 744-6771 **Year Built:** Nov.. 2022
Project Description: BOA Architecture just completed the design phase with construction to start Dec. 2020. BOA Architecture was commissioned to modernize this old municipal community center and pool facility at the Villa Parke Community Center. The improvements to this expansive 2-story community center includes; bulletproof protective glass at the front public reception counter, new polish concrete flooring in the hallways, replace the roof leak damaged flooring and ceiling in the senior center community room, repair window leaks in multiple locations, and replaces the entire roofing (20,000 sf) with new PVC-TPO roofing. Most of the old pool equipment room will be replaced; pool filters, circulation pumps, pit submersible pump at backwash pit, boiler, and along with their associated plumbing pipes. On the pool deck, everything on the deck will be replaced; including; pool coping, stairs, deck drains, lifeguard stands, diving board, lockers, light poles,pool depth markers, bleachers, and remodel the pool locker room. A new feature that pool patrons will enjoy year-round is the new shade canopy structure that will protect the bleachers from the sun. New electrical power and lighting will allow for extended night-time activities such as; night swimming and movie-night at the pool with a big screen. The “gem” of this renovation project, is the addition of a new entry lobby for the existing Boxing Gym and Weight Room. The existing courtyard that is situated between the Boxing Gym and Weight Room will be demolished to make way for a new indoor lobby will have direct access to, not only the Boxing gym and weight rooms, but the basketball gym and the pool deck through the Weight Room.



Front entry to Villa Parke Community Center



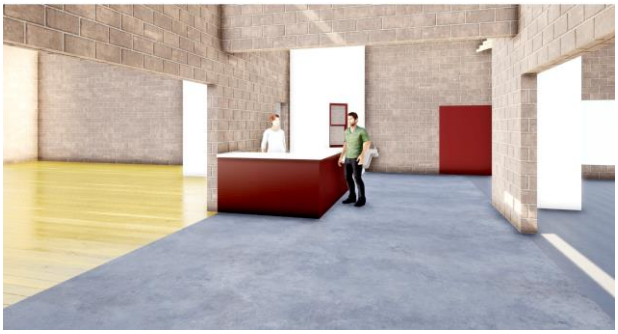
Jan. 2022 Construction at New Entry Lobby



Proposed Interior of New Entry Lobby

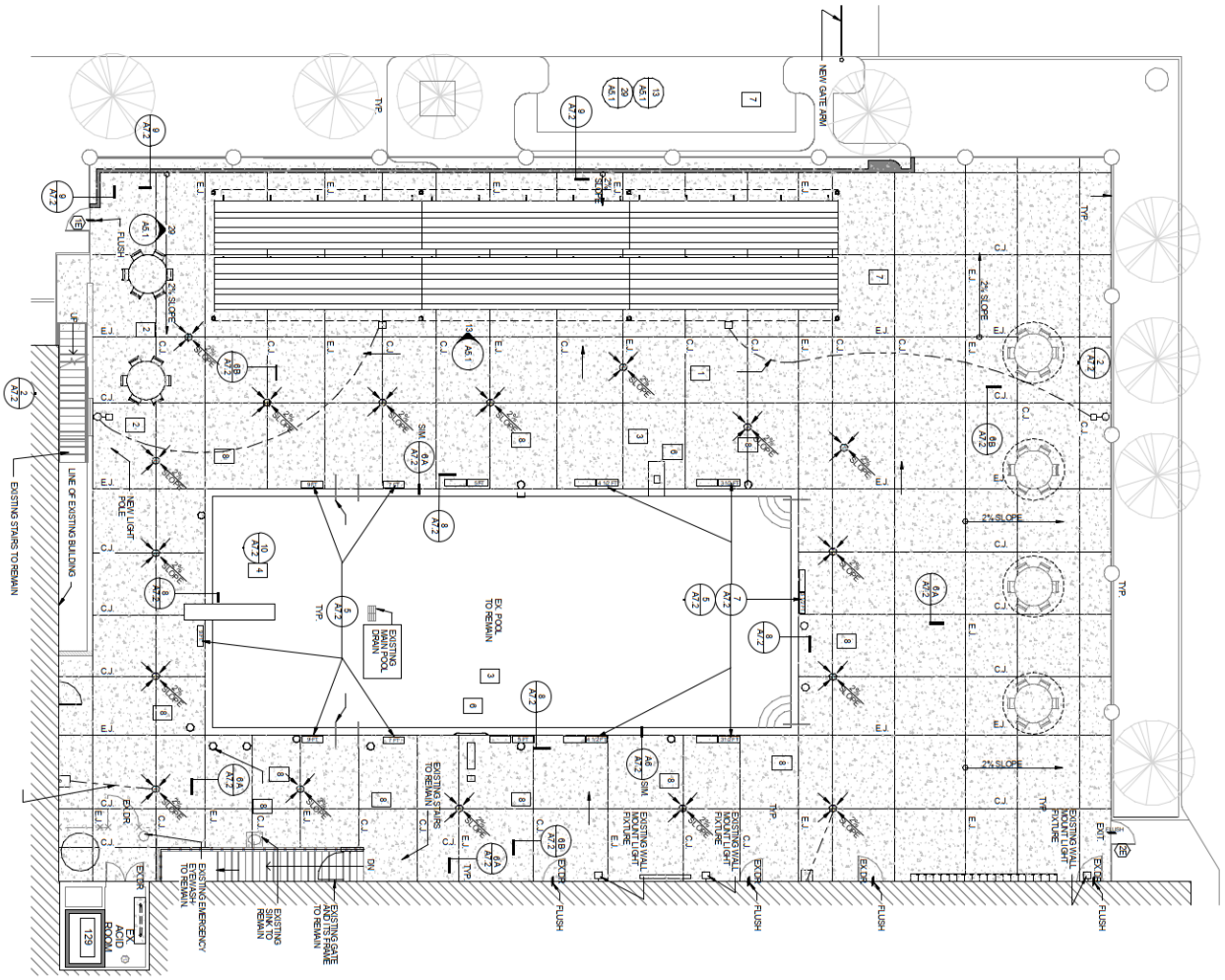


Proposed Exterior of New Entry Lobby



Proposed Interior of New Entry Lobby

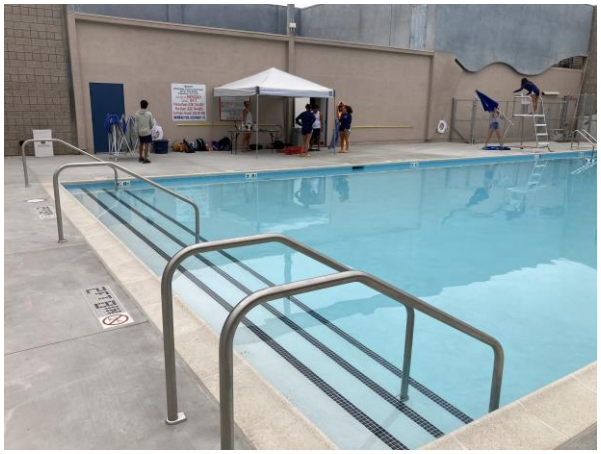
Pasadena Villa Parke Pool Deck & Equipment Replacement



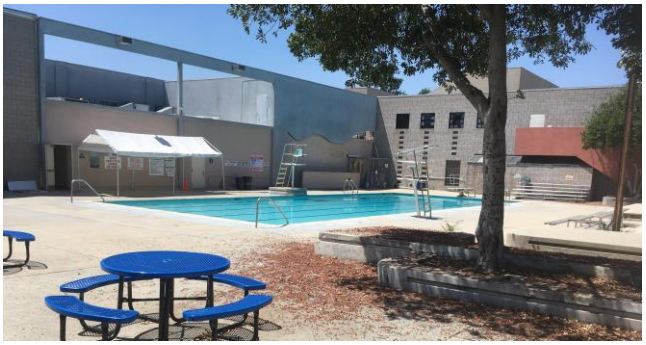


BEFORE





June 2022 Construction at Pool Deck



Completed New Shade Structure and Bleachers

BOA Architecture **Relevant Experience**



BEFORE



AFTER: NEW 1ST FLOOR ENTRY & 2ND FLOOR ADDITION

AERIAL OF NEW AND RENOVATED FACILITIES



Project: Youth Activity-Teen Center,
Construction Cost: $1,400,000
Owner: City of Sierra Madre, CA

Project Description: A new "state of the art" facility dedicated to teenagers of Sierra Madre, it will meet their recreational and social needs, and also provide after-school "intervention" programs. It was designed specifically for teens, to give them "their own place, their "clubhouse" on the second floor over an existing community center. In outreach meetings with the teens,, the teens decided that it should be a "tree house" just for teenagers. This second floor addition was nestled among oak trees, incorporated articulated knee braces (representing tree branches) and fiber cement siding & generous roof eave overhangs into a contemporary expression of craftsman motif to achieve the "tree house" appearance. The architecture was also sensitive to the surrounding residential craftsman style and the architecture of the existing building on the first floor, by matching the existing horizontal red brick and low pitched wood gable roof. This facility included a large multi-purpose game room, other rooms for homework, computer labs, teen counseling, staff office, skateboard storage, arts and crafts, kitchen for cooking crafts and snacks, and outdoor gardening and gathering areas. Playful colors and shapes dominate the interior. Large corner windows provided panoramic views of the City park grounds. The new second floor addition was built independent of the roof structure below to allow current City programs to remain operational during construction, and to save money on needless demolition and rework of the existing first floor. The first floor was also renovated for ADA compliance that included retrofit restrooms, new ramps, reception counter, and new doors.

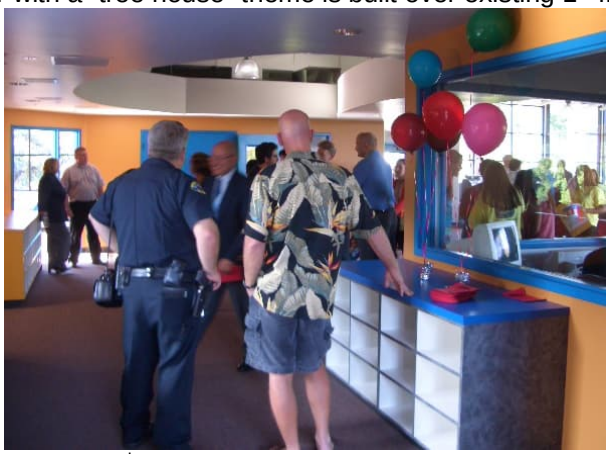
BOA Architecture **Relevant Experience**



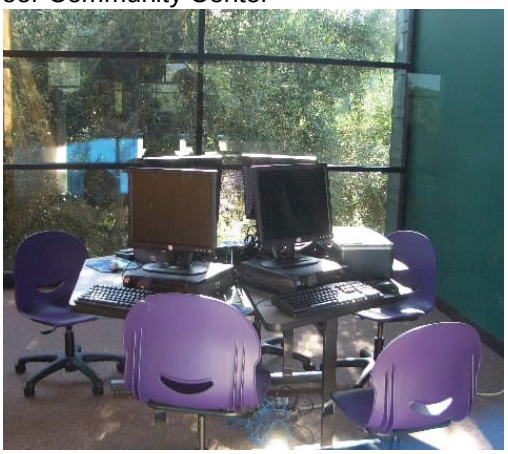
New 2nd floor Teen Center with a “tree house” theme is built over existing 1st floor Community Center



Main entry from parking lot.



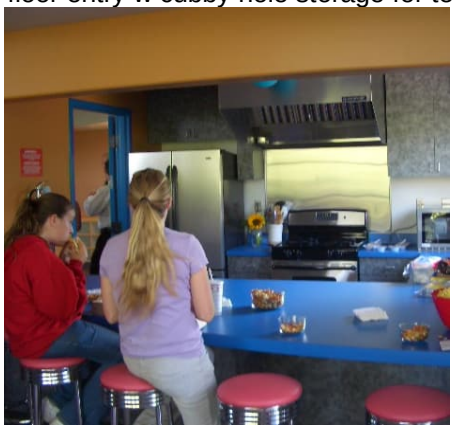
Colorful 2nd floor entry w cubby hole storage for teens.



Soundproof rm. for music & homework



Multi-Purpose Rm. for large activities.



Kitchen for snacks & cooking craft.



Large arts & crafts room

Project: Sierra Madre Youth Activity Center (Teen Center) **Location:** 611 E. Sierra Madre Blvd.. Sierra Madre, CA 91024
Construction Cost: $1,400,000 **Year Built:** 2005 **Client:** City of Sierra Madre, Dept. of Public Works





Street into entry courtyard



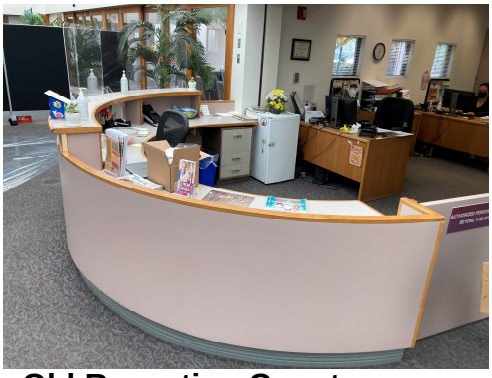
Multi-purpose Rm. for dining/dancing/card playing



Courtyard entry

Project: **Bartlett Senior Center**, Torrance, CA **Client:** City of Torrance, 3031 Torrance Blvd., Torrance, CA 90509
Architect Team: Edward Lok Ng; project manager/project designer
Project Description: This new two-story, 13,000 square foot facility provides both recreational and social needs of senior citizens in Old Downtown Torrance. It was designed specifically for seniors with limited mobility, and exceeds ADA code requirements. Accessibility features included; an elevator, automatic opening doors, liberal use of handrails/grab bars, and an open plan to facilitate accessibility. An entry courtyard shaded by trees welcomes visitors and seniors. A full commercial kitchen serves over 300 hot meals per day. To bring the project within a tight budget, the 5000 sf multi-purpose room was constructed over 6 existing championship quality shuffleboard courts. Great effort was made to preserve the shuffleboard courts in both the design and construction phases. CPTED (Crime Prevention Through Environmental Design) features include, CCTV, access controls, and natural courtyard surveillance. The building exterior was designed to be architecturally compatible with the adjacent "Art Deco" style museum. A Senior Advisory Committee was organized to formulate security and accessibility goals, and provide user input in the design process. The courtyard allowed seniors to participate in recreational activities or “people watching” in a secured lush/shaded outdoor space.

Cypress Senior Center Interior Improvements



Old Reception Counter



Old Restroom



Old Multi-purpose Rm.

Client: City of Cypress, contact: Kevin Chin, Project Managers **Date completed:** June. 2024
Architect Team: Edward Lok Ng, Leo Arteaga, Kyle Ng **Construction Cost:** $1,200,000
Project Description: BOA, was commissioned to design and provide construction support to give this dated Cypress Senior Center a new and fresh look. Composed for a new, modern-contemporary appeal, we provided new paint, carpet, ceiling tiles, LED linear lighting, and new LVT flooring. The old parquet wood flooring and obsolete operable wall in the large multi-purpose assembly room were replaced with LVT flooring and easy-to-use operable wall. All the pink color cabinets doors were refinished with new plastic laminate facing. The old reception counter was replaced with a new modern-style reception desk to greet seniors. The commercial kitchen received new epoxy flooring and new cabinets. The main entry doors were converted with new sensor operating auto-sliding doors. Finally, we totally remodel an old/dated set of men's-women's restrooms. We incorporated new porcelain tile floors, tile walls, smooth drywall ceilings, accessible lavatories with expansive countertops, urinals, toilets, new solid phenolic toilet partitions, and LED linear lighting. And arranged in a modern-contemporary composition for a fresh and appealing look. Materials and finishes in the restrooms were selected for durability, easy-maintenance, and their natural aesthetic appeal. Accessibility features that went "beyond the Building Code" included, push-pad auto- doors for easy entry, sensor activated plumbing fixtures, extra grab bars at the urinals, extra semi-ambulatory toilet stalls, and a long shelf above the lavatories to store bags & belongings. These special features were specifically designed to make going to the restroom easier for seniors. Serving 250 seniors daily and wedding & special events on the weekends, these modernized restrooms will be well used and appreciated.



Fresh and Modern Restrooms



Fresh and Modern Lobby



Fresh and Modern Multi-purpose Rm.

Cypress Senior Center Restrooms Remodel





BEFORE: Original restrooms before renovation

Client: City of Cypress, contact: Kevin Chin, Project Managers **Date completed:** June. 2024
Architect Team: Edward Lok Ng, Leo Arteaga, Kyle Ng **Construction Cost:** $500,000
Project Description: BOA, was commissioned to design and provide construction support to completely gut and totally remodel an old/dated set of men's-women's restroom at the Cypress Senior Center. This project incorporated new porcelain tile floors, tile walls, smooth drywall ceilings, accessible lavatories with expansive countertops, urinals, toilets, new solid phenolic toilet partitions, and LED linear lighting. And arranged in a modern-contemporary composition for a fresh and appealing look. Building materials and finishes were selected for durability, easy-maintenance, and their natural aesthetic appeal. Accessibility features that went "beyond the Building Code" included, push-pad auto- doors for easy entry, sensor activated plumbing fixtures, extra grab bars at the urinals, extra semi-ambulatory toilet stalls, and a long shelf above the lavatories to store bags & belongings. These special features were especifically designed to make going to the restroom easier for seniors. Serving 250 seniors daily and wedding & special events on the weekends, these modernized restrooms will be well used and appreciated.



Urinals with Grab bars for increased accessibility



AFTER: Newly Renovated Restrooms with New Finishes and Fixtures.



Push -pad Auto-door for Easy Entry

PROJECT EXPERIENCE

HERITAGE PARK, *City of Diamond Bar (currently in Construction Document phase of Design)*

Heritage Park, spanning 3 acres in the City of Diamond Bar, is undergoing a comprehensive modernization. BOA Architecture partnered with David Volz Design (DVD) to spearhead the renovation of the park grounds, and completely renovating the existing community building & add 2000sf. This collaborative effort will create an inclusive recreational space that caters to the diverse interests of the community. The revitalization plan with DVD & BOA's innovative touches, encompasses a themed play design inspired by the historic Diamond Bar ranch style that reflects the ranch style of the new shade structure. Within the park, two distinct play areas will be created, accompanied by a new basketball court, and shaded amenities. A picturesque walking path will encircle the park's perimeter, providing a scenic route for visitors. The project also includes a diverse selection of trees and an upgraded irrigation system featuring bioswales, water quality enhancements, and basins. The existing 5000sf Community Center Building (large community rm, daycare rm., admin offices) will be completely remodeled with new lighting, HVAC, flooring, ceiling-wall acoustics, warming kitchen, A 2000sf building addition will further enhance the community building with new storage, expanded kitchen, more offices, and new restrooms. New shade structures with an iconic entry tower will recall the City's historic windmill structure. Other shade structures off the large community room and daycare room, will further enhance indoor-outdoor programing.







Client: Diamond Bar, City
Nicholas Delgado, PE
Public Works PM
21810 Copley Dr.
Diamond Bar CA
909-839-7043
NDelgado@diamondbarca.gov

Key Elements:
3 age group play equipment.
Expansive custom shade structures
Basketball court
Community building
Public Park restrooms

Services provided:
Schematic Plans
Design Development
Construction Documents
Construction Admin.

Design start: 11-2023
Construction 1- 2025
Construction cost: 10 mil
Design cost: $$500,000

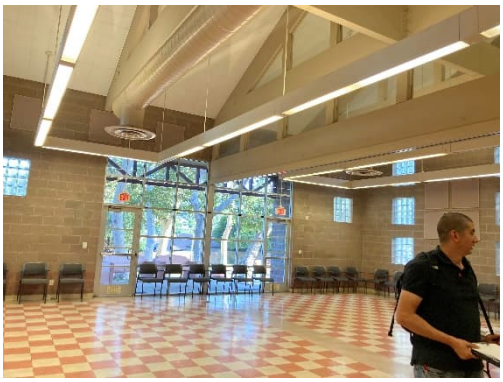
BOA Architecture design team:
Edward Lok Ng, Kyle Ng, Leo Arteaga, Josue Soma

DVD design team:
Eric Sterling, Kevin Volz, Luis Pedraza, Xitlali

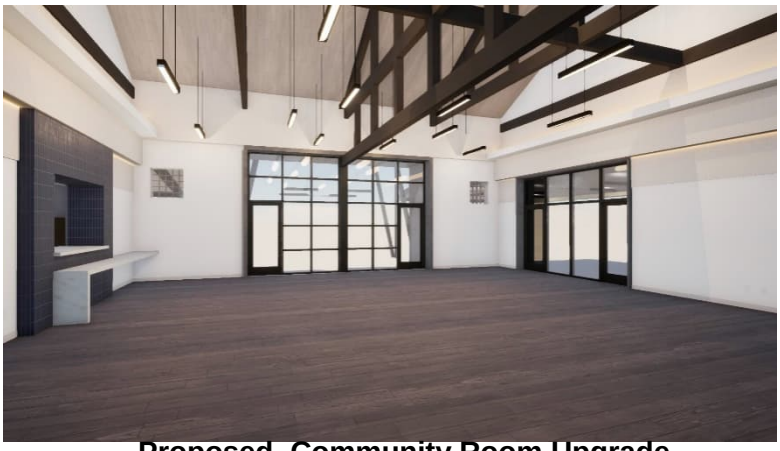
PROJECT EXPERIENCE

BOA Architecture

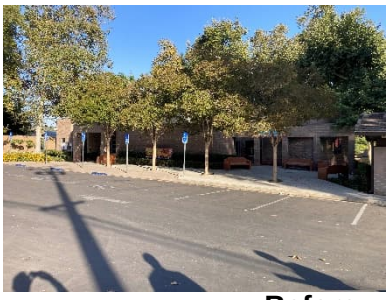
DIAMOND BAR HERITAGE PARK COMMUNITY CENTER RENOVATION & ADDITION



Before



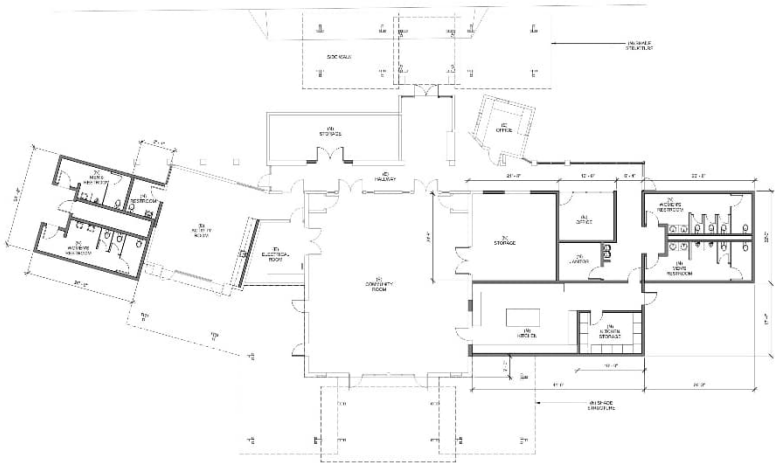
Proposed, Community Room Upgrade
and new Kitchen for flexible programing



Before



Proposed, Iconic Entry Structure to Comm Ctr



OPTION A.

Proposed floor plan with new
Kitchen, larger restrooms



Before



Proposed, Shaded Patio at Rear Comm Ctr.
For large parties, flexible programing

PROJECT EXPERIENCE

FREMONT PARK, *City of Glendale (completed Construction, August 2025)*

Fremont Park, has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale. Through several outreach meetings, the park's use and current needs for recreation were planned. The range of improvements planned will be enjoyed by all: new synthetic turf soccer fields, community center, play spaces, picnic grounds and ball courts. New lighting, easy access, and a full perimeter drive path will ensure better security. New parking, new maintenance facilities and a refurbished home for the model railroad club will improve this community focal point. This busy facility includes an active tennis community with regularly scheduled lessons, tournaments, and play days. An update of the facility was needed, access, lighting and new fencing, and net stations were installed. BOA Architecture, as a sub-consultant to David Volz Design (DVD Landscape Architects), designed the new community building & new tennis pro-shop, park restrooms, maintenance bldg. The new 4000sf Community Center Building features a large multipurpose indoor community rm. a community warming kitchen, restrooms, and admin offices. Adjacent the community room is an expansive shaded flexible outdoor area for multipurpose outdoor gatherings. The community bldg.. was designed to be open and flexible, able to accommodate a variety of park/recreation programs and rental events, and ability for enhanced indoor-outdoor programing.

Client: City of Glendale
Joseph Gonzalez, PM
818-550-4415
JGonzalez@glendaleca.gov

End Construction 8- 2025
Construction cost: 20 mil
Design cost: $1,100,000

BOA Architecture team:
Edward Lok Ng,, Leo Arteaga, Josue Soma

DVD design team:
Eric Sterling, Gary Valdez



New play areas next to new Community Ctr.



New warming kitchen in Community Ctr.



Large shaded outdoor area next to Community Ctr. for indoor-outdoor events.

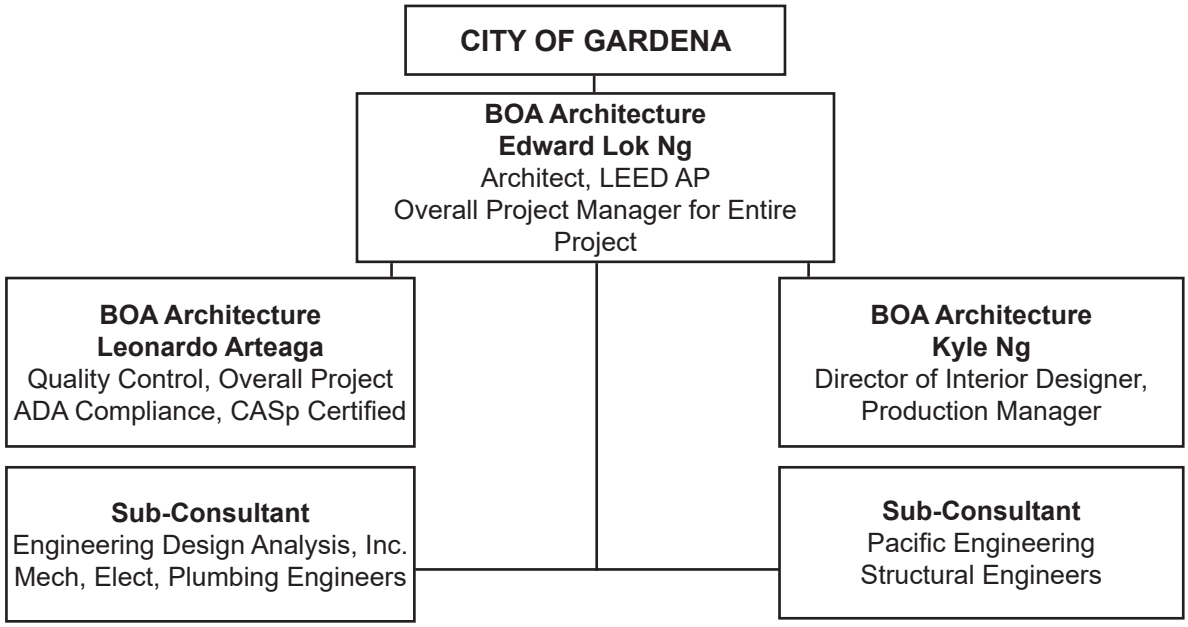


New Community Ctr. w large indoor multipurpose Rm.

5. TIME TEAM MEMBERS HAVE BEEN WITH BOA

ORGANIZATION CHART

The following is an organizational chart for the proposed Design Team. Our in-house staff who will work on your project are all long-time BOA employees, and even our sub-consultants, who will work on your project, have worked with BOA for over 20 years. This familiarity will result in added teamwork and thoroughness in documentation. This translates to fewer mistakes and fewer Change Orders, resulting in Cost Savings to you, the owner.



Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. BOA staff, Edward Lok Ng, Architect (has been employed over 40 years with BOA), will be the project manager overseeing your entire project, and have day-to-day communication with you. Leo Arteaga, CASp (ha been emplyeed 28 years with BOA), will lead the ADA compliance assessment and design, and be responsible for the Quality Control of the entire Construction Documents. Kyle Ng, Interior Designer (has been emplyeed 15 years with BOA), will design the building interior and select all the interior finishes. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines, and have teamed with BOA on numerous other municipal park-recreation projects for over 20-years. Our sub-consultant's full qualifications are available upon request.

Mechanical, and Electrical Engineer: Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects. EDA has experties in mechanical, electrical, plumbing, engineering for public entities, and has worked with BOA on over 500 building renovation projects for over 20 years.

Structural Engineer: Pacific Engineering, 17703 Crenshaw Blvd. Torrance, CA 90504
17703 Crenshaw Blvd. Torrance, CA 90504; Victor Chaiprasert CA State License #C36235 - Mr. Chaiprasert is a registered structural engineer in the State of California with over 30 years of experience in steel, timber, masonry and reinforced concrete construction of all types of structures. BOA has worked with Pacific Engineering for over 20 years.

6. OTHER SIMILAR PROJECTS

In the following pages, we have attached

- ADA Compliance Projects
- A select list of projects completed by BOA in the last 5 years

These are projects and were all performed for public agencies. Many aspects of these projects are similar to your project.

PRIOR ADA COMPLIANCE EXPERIENCE

Since the 1991 enactment of the American Disabilities Act (ADA) BOA has been at the architectural forefront in the modification of existing facilities to comply with the ADA. Totaling over 500, BOA has arguably designed more architectural projects for the sole purpose of ADA Compliance, than ANY other architectural firm in Southern California. This is BOA's competitive advantage. BOA has been under contract to retrofit Government owned facilities for ADA Compliance for the following governmental agencies:

- San Bernardino County (35 projects)
- State of California, Dept. of Motor Vehicle (7 design & construction projects and ADA transition plan for 32 facilities)
- State of California, Dept. of Mental Health (24 facilities and 600,000 S.F.)
- City of Long Beach (80 projects)
- State of California, RESD, PSB, Various State Facilities (4 projects)
- State of Calif, Dept. Fish&Game (8 projects)
- City of Costa Mesa (3 projects)
- City of La Puente (5 projects)
- City of Hawthorne (20 projects)
- City of Irvine (10 projects)
- City of Placentia (12 projects)
- U.S. Postal Service (20 projects for the Los Angeles Region)
- City of Montebello (5 projects)
- City of Tustin (2 projects)
- City of Rosemead (2 projects)
- City of Los Angeles (2 projects)
- City of Redondo Beach (1 project)
- City of Lomita (1 project)
- City of Santa Maria (56 facilities)
- City of Sierra Madre (2 projects)
- City of Huntington Beach (7 project)
- City of Alhambra (1 project)
- City of Redlands (4 facilities)
- City of El Segundo (1 project)
- Cerritos College (35 facilities)
- East L.A. College (40 facilities)

Along with architectural design, BOA has also provided Access Compliance Plan Review services for the Cities of Placentia and Pasadena, and the Los Angeles Basin Regional Office of the Division of the State Architect. Our role is to ensure that construction drawings and specifications comply with accessibility standards based on the 2001 California Building Code, the Americans with Disabilities Act Accessibility Guidelines, and DSA's Accessibility Plan Review Guidelines. Access Compliance Plan Review is a requirement for new and renovated state owned and state leased facilities so that accessibility and usability of these buildings comply with the intent of the California Government Code Section 4450, the California Health and Safety Code Section 19955, the California Civil Code Section 51, and Section 35.130(b)(4) of Title II of the Americans with Disabilities Act.

We have reviewed a wide range of facilities under jurisdiction of DSA's Los Angeles Basin Regional Office, including single and multi-story school facilities encompassing grades K thru 12 (elementary, middle, and high schools); college and university projects; libraries; administrative offices; auditoriums; dining and kitchen facilities; gymnasiums; laboratories; and related site improvements.



BOA's plan review service provides timely, accurate plan reviews and back reviews coordinated with DSA's project submittal processes. A BOA accessibility plan review includes accurate code interpretation, review of construction plans and specifications, identification of areas of nonconformance, and follow-up consultation with project designers prior to back review. For the City of Placentia, we did ADA Compliance plan review of city R.O.W. sidewalks and curb ramps at over 100 street intersections. For the City of Pasadena, we provide and ADA Compliance consultation to city staff and did ADA Compliance plan review for several individual projects.

PROVEN APPROACH
BOA has an establish and proven approach to ADA Compliance. We have developed ADA checklists to quickly identify barriers to the Disabled. We have in-house staff with an over-abundance of ADA Compliance project experience. We have very accurate ADA Compliance cost estimating. BOA also has an in-house Quality Control program to ensure project thoroughness.

ADA COMPLIANCE CHECKLIST
Through more than 20 years of application, BOA has developed and refined their own ADA Compliance Checklist derived from State Code Title-24 and federal ADA Guidelines, used on all projects for public agencies. Our ADA Compliance Checklist provides a comprehensive and efficient method for analyzing existing facilities, site work, and special conditions. Specific areas of concern are ramps, stair, elevators accessible site amenities, corridor and door widths, proximity of reserved “accessible” parking to entrances, heights of counters, plumbing fixtures, types of door hardware, and signage. The ADA Compliance Checklist organizes field survey information and becomes an integral part of the ADA Transition Plan and design program from which to formulate design options.

Besides checklist/building code items, BOA will also be evaluating situations where architectural changes in existing buildings may not be feasible or desirable. In that case, some other reasonable accommodations need to be made. For example, at a library, one would probably not be required to lower all library book shelves to accommodate disabled patrons. One should, however, have a policy whereby an able-bodied staff could assist a disabled patron in accessing otherwise unreachable books. Another example, at an existing facility, a new hi-low accessible drinking fountain will probably not be required if an existing accessible drinking fountain or a bottle/cup filler was located, relatively close by. In this case, a directional sign will be all that will be required.

IN-HOUSE EXPERTISE
The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager and Designer for most of the municipal civic center, parks and recreation projects listed and for all of our recent bath house projects. His extensive municipal and community center experience has led to his appointments to the City of Long Beach Disabled Appeals Board and the City of Downey Design Review Board which reviews numerous commercial and Public Works design projects. He has personally designed more than 300 public works facilities projects for the sole purpose of ADA Compliance. His knowledge of repair/modernization type constructions cost and the federal ADA guidelines will aid in the development of accurate assessment reports. In addition, the entire staff that designed and administered the construction of more than 500 recent Governmental facilities projects for ADA compliance are still employed by BOA.

ACCURATE COST ESTIMATE
Our public works construction cost database gleaned from our recent municipal ADA compliance projects have been very accurate and up-to-date. We have "line item" cost for just about all ADA Compliance components, e.g., elevator, stairs, restrooms, flooring, roofing, lineal feet of handrail, ramps, disable access parking, door and door hardware, public counters, security systems, book shelves, plumbing fixtures, etc. We also have a close relationship with many local area general contractors who have extensive Public Works modernization/repair experience. As a result, our in-house construction costs estimate for Public Works projects, when compared to actual contractor bid price have been 93% accurately.



Proposal Pedestrian right-of-way separation from vehicular access and controlled accessible access in stadium



New accessible pedestrian bridge. Completed

LOS ANGELES COMMUNITY COLLEGE DISTRICT (ELAC)

East Los Angeles College Campus-wide - Accessibility Improvement Projects (Completed Construction 2020):

Owner: Los Angeles Community College District, **Project Location:** Monterey Park, CA

Owner Representative: Eugene Santos, Cell: 714-869-8132

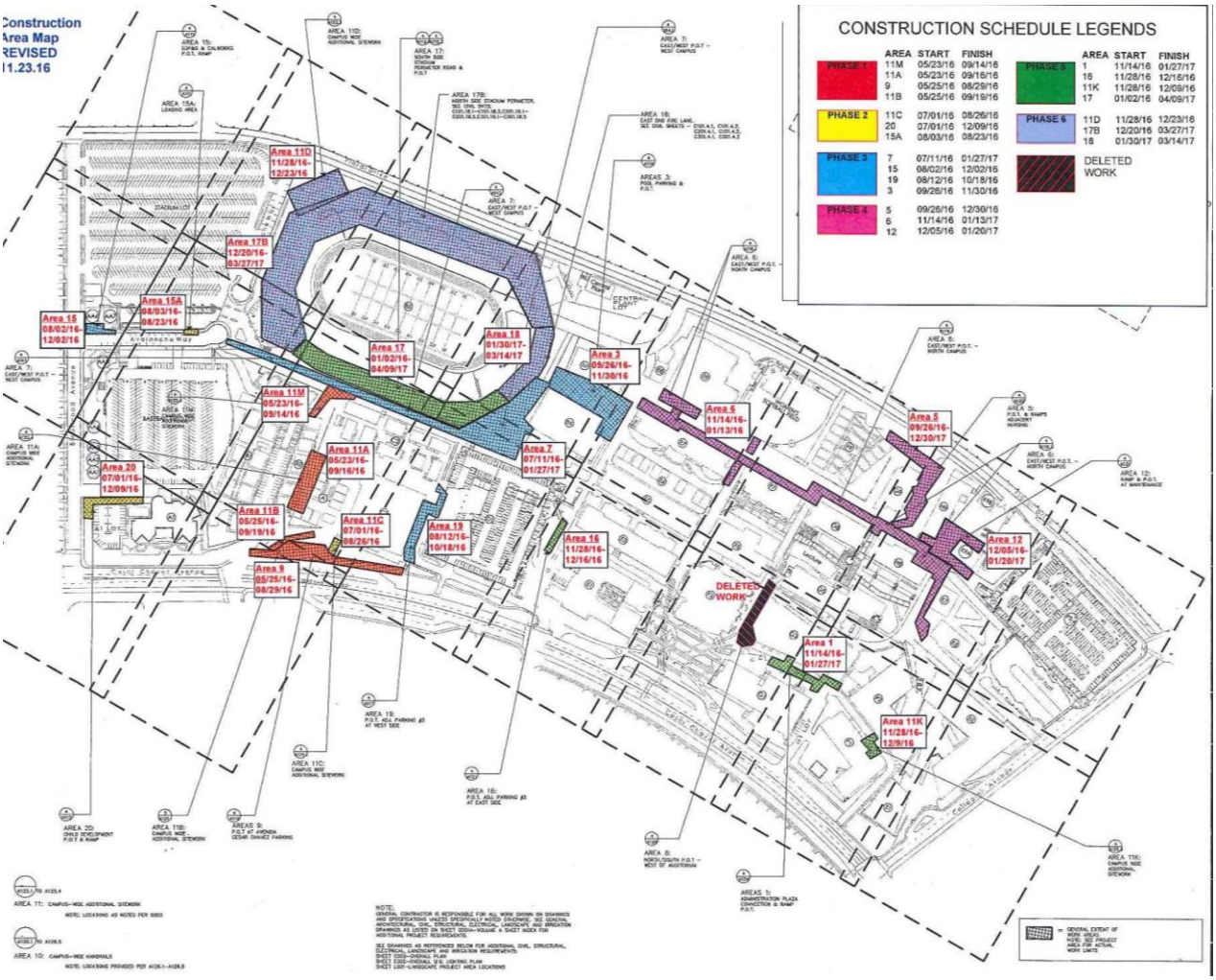
e-mail: eugene.santos@build-laccd.org

Architect of Record: Edward Lok Ng **Construction Cost:** $4 Million **Date of Completion:** June 2017

In 2010, BOA was contracted to Design on-site accessibility improvements based on BOA's ADA Transition Plan report. The project was comprised of four components. The Accessibility Master Plan consisted of ELAC's Phasing and Implementation Plan for Campus Accessibility, including priorities, schedules, and scopes of work to implement barrier removals identified in the ELAC ADA Transition Plan. Exterior Wayfinding Signage throughout the campus, on-site exterior accessibility ADA improvements, visual observations from site visits, information obtained from Campus and District representatives, and a review of existing construction drawings of the site. BOA provided software development and support for the ELAC ADA Database. Subsequently, BOA provided accessibility master planning services in support of ELAC's Phasing and Implementation Plan for Campus Accessibility, including priorities, schedules, and scopes of work to implement barrier removals. For the Campus Wayfinding Signage worked with a subconsultant who served as the prime design consultant for this project and who retained the required services of wayfinding signage. BOA was responsible for project administration and ADA/CBC code analysis services. In the Exterior ADA improvements BOA collaborated with LACCD to prioritize barrier removals and define the project scope which addressed potential safety hazards and severe barriers. BOA coordinated these efforts with civil, structural, electrical, and landscape engineering work for the path-of-travel improvements to accessible onsite parking and to off-site public transportation stops. A key feature of this project has been early pre-design dialogue with DSA – LA to confirm submittal requirements, clarify specific code requirement, and obtain DSA's estimated schedule for initial review and back-check. Face-to-face dialogue with DSA has helped BOA and LACCD develop campus-specific projects with separate DSA A#s. This approach addresses the client's aim to facilitate early closeout and certification as work progresses while leveraging economies of scale. Currently this project has DSA approval and now to bid results. The Scope of Work included; exterior ramps, pedestrian bridge, accessible parking, path-of-travel, re-paving roadways, new concrete walkways, ADA signage, new exterior lighting and photometric study, repair of walkways and roadways, and coordination with other on-going campus project.









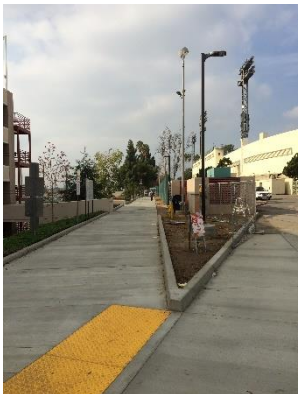
New ADA Parking



Construction to correct non-compliant ramp



Construction of walkways



New accessible walkways



Construction for new accessible ramp



New ramps

BOA Architecture



New access lift and accessible stair retrofit
Heritage Park Community Center



New drinking fountain



New accessible restroom
Harvard Park Community CTR

CITY OF IRVINE ADA COMPLIANCE AT 4 COMMUNITY CENTERS

Client: City of Irvine, Public Works Dept.
Architect Team: Edward Lok Ng, Leo Arteaga **Construction Completed:** 2017**; Construction Cost**: $400,000

Project Description: BOA designed ADA Compliance improvements and interior renovations for modernization and accessibility to 4 community centers at; Fine Arts Center, Heritage Park Community Center, Harvard Park Community Center, and Deerfield Park Community Center. Every effort was made to isolate construction areas and to minimize construction cost, and to be architecturally compatible with the existing architecture at each separate community center. In all locations, the renovations enhanced the function and aesthetic value of each Community Center.

The project scope of work at these 4 community centers included renovation work to create entirely new accessible restrooms, new indoor ramps and stair handrails, access lift, signage, new doors and door hardware drinking fountains. Site elements included concrete accessible ramps, stair handrails drinking fountains. The greatest challenge for this project was in the construction support phase. Because this was a "smaller" construction project, a "smaller" contractor without much experience on public works projects was the low bidder and awarded the project. Though not covered in our design fee, BOA made numerous site visits to each Community Centers to identify installation deficiencies and provide an on-site sketch design solution to expedite the construction process. We provided constant construction coordination to assist the contractor and his sub-contractor on this difficult and "messy" remodel project.



New accessible restroom
Harvard Community Center



new ramp to lower level seating



new outdoor ramp



new accessible restroom

AT FINE ARTS CENTER

CITY OF LONG BEACH

As-Needed Citywide ADA Compliance & Other Facilities

For the 80 projects BOA managed and designed, none were ever delivered late. All were "on time" and "on budget". The accuracy of our construction cost estimates for each project was 96% comparing Final estimate vs. Actual Bid. BOA successfully managed and designed as many as 9 facilities projects concurrently. This As-Needed contract has been renewed every year since 1995. Since 1995 to 2016, BOA has had an As-Needed contract with the City of Long Beach, Public Works Dept. to design ADA Compliance architectural improvement projects and other A/E renovation projects and new facilities projects. BOA has completed over 60 ADA compliance projects to date (totaling over 1,000,000 GSF of building area) as part of the City's implementation of its ADA Transition Plan and a $40 million CDBG grant dedicated specifically for ADA Compliance projects. BOA was responsible for ADA Transition Plan validation, field surveys, cost estimates, architecture design for ADA Compliance corrective actions, specifications, construction documents, and construction administration. BOA often managed multiple projects, as many as 12 ADA projects concurrently. In addition to ADA compliance, BOA also designed new and renovation projects; fire station, and many parks/ recreation/ marine facilities projects in the $100,000 to $6,000,000 range. Select projects completed are listed below, followed by their construction cost:

- El Dorado Park West Community Centers - $800,000
- Fire Station #11 Renovation - $300,000
- Mothers Beach Restroom/ Concession - $700,000
- Fire Station #11 Renovation - $300,000
- MacArthur Park and Community Center - $500,000
- New Leeway Sailing Center and Docks - $5,000,000
- Main Library and City Hall - $1,500,000
- Long Beach Sports Arena, - $1,000,000
- Terrace Theater and Convention Center - $1,500,000
- Long Beach Senior Center - $400,000
- El Dorado Park Nature Center - $350,000
- Long Beach, 8 new Beach Restrooms - $4,500,000
- Belmont Plaza Pool & Community Center - $400,000
- Elevator – Citywide Retrofit - $300,000
- El Dorado Regional Park-West - $700,000
- Blair Field, 3000 seat baseball stadium - $400,000
- Whaley Park and Community Center - $500,000
- North Health Center- $200,000



Long Beach City Hall &Main Library Renovation



BEFORE **AFTER**

Blair Field Baseball Stadium, ADA Compliance



Terrace Theater & Convention Center ADA Upgrade



El Dorado Park Improvements, Long Beach, CA



2018 Queensway Beach Restrooms, Long Beach, CA

Client Contacts:
Marilyn Surakus, Project Manager
City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802 (562) 570-5793
Marilyn.Surakus@longbeach.gov

MANOR HOUSE, ONE OF MANY HISTORIC STRUCTURES

Built in 1899, this Nursing Admin. Bldg. is one of 24 facilities that was designed and scheduled to be rehabilitated for ADA Compliance. An access lift has been installed to gain access to this facility. The lift was located at the rear so that the historic frontage would not be disturbed.







NAPA STATE HOSPITAL SITE PLAN

Project: Napa State Hospital, ADA Compliance Projects, Napa Valley, Northern California
Client: State of California, Dept. Of General Services, RESP, PMB **Contact:** Don Hansen, Project Manager
Construction Cost: $8,000,000 ADA Compliance 24 facilities **Architect Team:** Glenn Dea, and Edward Lok Ng
Project Description: Napa State Hospital is a large 150 acre facility for the mentally disabled and the criminally insane. BOA was commissioned for the specific purpose of updating the hospital's obsolete ADA Transition Plan and then providing architectural design mitigation to retrofit approximately 24 large hospital buildings totaling 800,000 s.f. and 150 acres of sitework to comply with Federal ADA Guidelines. A sampling of the list of facilities included, Administration, Security Control Station, Nursing Administration, Rehabilitation/Therapies, Main Kitchen, Receiving & Treatment, Patient Housing Wards, Nurse/Faculty House, etc. Scope of work for Phase I, included working with various user groups, facilities audit, "line item" construction cost estimate, accessibility design mitigation & recommendations, validation of existing ADA Transition Plan, and finally, compile all recommendations and construction cost into a comprehensive Access Compliance Report complete with floor plan recommendation for corrective actions. Access Compliance issues included design solutions for improvement of all public/ patient restrooms, security for the mentally insane, retrofit of elevators, new access lift, handrails, stairs, new access ramps, new parking for the Disabled, ADA signage, and automatic doors. Over 30 non-ADA compliant public/patient restrooms were modified to be compliant. Most of the buildings we worked on were listed as Historic structures. BOA worked with a historic/EIR consultant to aid in forming design solutions to obtain State historic agency approval. Much consideration in design and materials selection was given to ensure on-going Hospital Operations during construction.

BACKS COMMUNITY CENTER, ADA Compliance

Client: City of Placentia **Contact:** Luis Estevez, Director of Public Works **Construction Completed: Oct. 2017**
Architect Team: Edward Lok Ng, Leo Arteaga **Construction Cost:** $300,000 CDBG funds

Project Description: BOA was responsible for ADA compliance to this 8,000 sq f.t. community center/senior center. Work included, accessible ramp, accessible parking, new walkways and sidewalk repair, stairs retrofit, new guardrails/handrails, restroom totally renovated, door and door hardware, and new drinking fountains. BOA creatively deleted the non-accessible front entry ramp to form an ADA compliant sloping entry ramp. The restrooms were very tight to begin with. BOA was able to make the restrooms ADA compliant without deleting any plumbing fixtures, as all the fixtures were needed for special events.



ADA retrofit of stairs and new ramp at the right side



BEFORE, non-ADA compliant sloping ramp



AFTER, new ADA compliant entry ramp



BEFORE, non-ADA compliant restrooms



AFTER, totally new ADA compliant restrooms

On-Call ADA Compliance Plan Review Services- City of Placentia

Project Owner:

City of Placentia, Public Works Dept.
Luis Estevez, Public Works Director
& Masoud Sepahi
Tel: (714) 993-8120 Email: lestevez@placentia.org
Sept. 2015 to present

Architect Team:
Edward Lok Ng, Architect; Leo Arteaga, CASp



ADA Compliance Plan Review services for the City of Placentia, Public Works Dept. Our role is to provide plan review services to ensure that construction drawings comply with accessibility standards based on the California Building Code, and the Americans with Disabilities Act Accessibility Guidelines. The City has made ADA Compliance Plan Review a requirement for new and renovated in the City Right-of-Way and City owned parking lots. We have reviewed a wide range of facilities under the City's building permit process, including housing tract development with ROW improvements, industrial developments with ROW improvements, City streets/sidewalk curb ramps improvements, and related site improvements.



BOA's plan review service provides timely, accurate plan reviews and back reviews coordinated with the Public Works Dept. A BOA accessibility plan review includes accurate code interpretation, review of construction plans, identification of areas of nonconformance, and follow-up consultation with project designers prior to back review. Additionally, we provide construction support, for example; assist the builder to verify curb ramp slopes before and during the pouring of concrete. We also provide reports to validate/certify what was built was in conformance to the to the ADA Guidelines.





BOA Architecture
Government Services

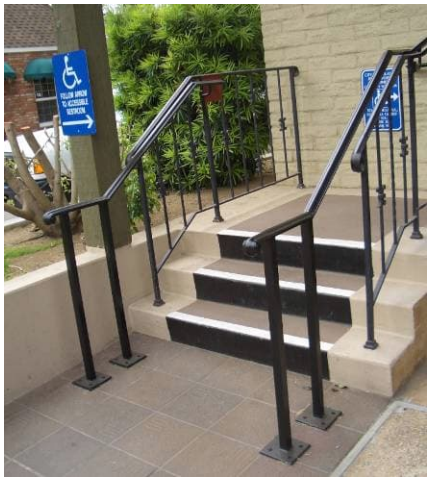
1511 Cota Avenue
Long Beach, CA 90813
Telephone: 562-912-7900

www.boaarchitecture.com





New ADA Compliance improvements at the Civic Center entry reception counter, public restroms, interior ramp with new handrails



New ADA signage, stair nosing and handrails



New ADA, stair nosing and handrails



New ADA, stair nosing and handrails at parking structure





New ADA Compliant ramps, handrails, and ADA signage throughout the City of Redlands Civic Center

Redland City Hall Improvements & ADA Compliance

Client: City of Redland, CA
Construction Cost: $500,000 CDGS funds
Project Description: BOA was commissioned to design for ADA Compliance and modernization for the civic center plaza, City Hall, engineering dept. and Community Development. Work included; front door entries, public counter retrofit, restroom retrofit, door hardware replacement, new walkways, new ramps, ramp retrofit, stairs retrofit, sitework/parking lot/landscape improvements, new handrails, and signage for better “way-finding.”



New ADA Compliant disable access parking & signage

The following is a select list of projects that BOA has completed or currently in the design or construction phase within the last 5 years. Notice that over 90% of our recently work is for public entities, and the work that perform is very similar to your proposed Renovation project. Our current workload is moderate and we are available to take on your project immediately.

LIST OF PUBLIC CONTRACTS SINCE 2020

PARKS & RECREATION

PUBLIC ENTITY PROJECTS	COST EST.	IN DESIGN	COMPLETED DESIGN	IN CONST.	CONST. COMPLETED
City of Diamond Bar					
Heritage Park Reno & Comm Ctr Reno	$10 Million		X		
City of Gardena					
Mas Fukai Park & New Teen Ctr	$8 Million		X		
Fire Station 158 Renovation	$1 Million		X		X
City of Glendale					
Fremont Park New Comm Ctr , Restrooms, Maint Bldg.	$5 Million		X		X
Central Park new Public Restroom & Amphitheater	$12 Million		X	X	
City of South Gate					
Hollydale Park new Comm Ctr & Public Restrooms	$1.5 Million		X		X
City Hall & Auditorium Roof Repair & Replacement	$1.2 Million		X		
San Bernardino County					
Lawler Lodge, 2 New Cabins in Idyllwile	$3 Million		X	X	
Kessler Park Renovation and Snack Bar & Restroom Bldg	$1.5 Million		X		X
City of Pasadena					
Villa Park Comm. Ctr. Renovation	$2 Million		X		X
City of Buana Park					
Peak Park Pool Bldg Renovation Feasibility Study	$5 Million		X		
City of Newport Beach					
Renovation 7 Beach Restrooms	$4 Million		X	X	X
LA County ISD					
Eastside Boxing Gym Renovation	$2 Million		X		X
Alondra Gym Remodel	$1 Million		X		X
Saybrook Recreation Ctr Remodel	$1 Million		X	X	X
Whittier Narrows Visitors Ctr Remodel	$1 Million		X	X	X
Roy Campanella Rec Ctr Remodel	$1 Million		X	X	X
Sorensen Rec Ctr. Remodel	$1 Million		X	X	X
City of San Bernardino					
Seccombe Lake Park Historic Gazebo Repair	$700,000		X	X	
San Bernardino County					
Lake Cahuilla Park Restroom Modernization	$2.5 Million		X	X	

CITY HALL

PUBLIC ENTITY PROJECTS	COST EST.	IN DESIGN	COMPLETED DESIGN	IN CONST.	CONST. COMPLETED
City of Palmdale					
EOC Remodel	$3 Million	X			
City of Irvine					
City Hall Police Dept. 3rd floor Tenant Improvement	$1 Million	X			
Police Dept. Public Counter and Lobby Renovation	$500,000		X		X
City Council Chambers renovation & AV Tech	$2 Million		X		X
City of Rialto					
Comm Development Offices Renovation	$1.5 Million	X			
Birdsall Park New Snack Bar and Restroom Pre-Fab Bldg	$1.5 Million		X		
City of San Bernardeno					
Nicholson Park Comm Ctr and Public Restroom Renovation	$2 Million		X	X	
City of Carson					
City Hall Facade Improvement and Interior Renovation	$2 Million		X	X	X
City of Santa Ana					
Back of Council Chambers Translation Room and Restroom Remodel	$1 Million		X		X
City of Costa Mesa					
City Council Chambers renovation & AV Tech	$1.5 Million		X		X
City of Lakewood					
City Council Chambers remodel and AV replacement	$3 Million	X			

FIRE STATIONS

PUBLIC ENTITY PROJECTS	CONSTRUCTION COST EST.	IN DESIGN	COMPLETED DESIGN	IN CONST.	CONSTRUCTION COMPLETED
City of Pasadena					
Fire Station 33 Remodel	$900,000		X		X
Fire Station 38 Remodel	$1 Million		X		X
Fire Station 33 Storage Bldg New	$400,000		X		X
Orange County Fire Authority					
FS 41 Air Operations Addition	$3 Million	X			
Fire Station 73 Remodel	$800,000	X			
Fire Station 12 Remodel	$400,000				X
Fire Station 73 Remodel	$900,000	X			X
City of LaQuinta FS 70 Remodel	$700,000		X		X
City of Montebello FS 56 Remodel	$600,000		X	X	
City of Costa Mesa FS 3 Remodel	$1 Million		X		X
City of West Covina FS3 Remodel	$1.5 Million		X		
City of Rialto FS 203 Remodel	$400,000		X		X
City of Rialto FS 204 Remodel	$400,000		X		X
City of Anahiem FS4 Remodel	$3 Million		X	X	
City of Banning FS 89 Remodel	$1 Million	X			
City of Gardena FS 158 Remodel	$700,000		X		X

7. REFERENCES

City of Carson
701 Carson St b24
Carson, CA 90745

Gilbert M. Marquez, P.E.
(re: City Hall and Mills Park renovation projects)
GMarquez@carsonca.gov
(310) 952-1700 ext. 1813

City of Cypress (2018-Current)
5275 Orange Avenue
Cypress, CA 90630

Nick Mangkarakiri
(re. Senior Ctr. and Community Center renovation)
nmangkai@cypressca.org
(714) 229-6729

City Bell Gardens
8327 Garfield Avenue
Bell Gardens, CA 90201

Bernie Iniguez (recently moved to City of Bell Gardens)
(re: Thompson Park Community Ctr. and Aquatic Ctr. Renovation)
BIniguez@bellgardens.org
(562) 806-7792

City of Newport Beach
100 Civic Center Dr
Newport Beach, CA 92660

Tom Sandefur, P.E.
(re: Cliff Dr. Clubhouse Teen Ctr. and 8 beach restrooms)
(949) 644-3321
tsandefur@newportbeachca.gov

City of Gardena
1917 W. 162nd St.
Gardena CA 90247

Kevin Kwak, P.E. assist Public Works Director
(re: Mas Fukai Parks renovation & new Community Center)
(310) 217-9643
kkwak@cityofgardena.org

8. FEE PROPOSAL

Our fee spreadsheet showing work hours for each task and the cost of each task is attached in a separate envelope and a separate file. Our list of standard hourly rates is attached.

DEPARTMENT of PUBLIC WORKS
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

October 30, 2025

ROWLEY PARK GYMNASIUM RENOVATION PROJECT, JN 561
ADDENDUM NO. 1

TO: ALL RFP HOLDERS

ADDENDUM NO. 1, AS DECRIBED BELOW, IS FOR USE OF CONSULTANT SUBMITTING PROPOSAL ON THIS PROJECT. ALL PARTIE SHALL INDICATE ON THE PROPOSAL "ACKNOWLEDGEMENT OF ADDENDA RECEIVED", THAT THEY HAVE RECEIVED THIS ADDENDUM, ADDENDUM NO. 1.

REVISIONS/CLARIFICATIONS TO THE REQUEST FOR PROPOSALS:

1. On page 7 section 5 of RFP delete " Attached to the RFP are supplemental documents needed to be completed in full and turned in with proposed costs"

END OF ADDENDUM NO. 1

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

ADDENDUM ACKNOWLEDGEMENT

ROWLEY PARK GYMNASIUM RENOVATION PROJECT, JN 561
REQUEST FOR PROPOSAL

I received addendum number 1: Edward C. Gy

EDWARD L. G. NG, ARCHITECT

Name

BOA Architecture

Company Name

11-7-25

Date

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17B.
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: December 9, 2025

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

AGENDA TITLE: Reject bid for the Gardena Decorative String Lights Project JN 506 and Rebid the Project with Modified Requirement as Needed

COUNCIL ACTION REQUIRED:

Reject Bid and Rebid.

RECOMMENDATION AND STAFF SUMMARY:

In March 2025, the City Council approved the Gardena Decorative Street Lighting Phase by Southern California Edison (SCE) along Gardena Boulevard, from Vermont Avenue to Western Avenue, and on 162nd Street, from Denker Avenue to Western Avenue. The contract with SCE has subsequently been completed, and the material order has been processed by Edison. The City Council also directed staff to include decorative string lighting and poles along the Downtown section of Gardena Boulevard.

Following Council direction, staff has prepared specifications to install approximately 1,300 linear feet of decorative string lights and 15 poles with foundations and anchor bolts along Gardena Boulevard, from Vermont Avenue to Budlong Avenue. The string lights are proposed to be installed in a zigzag pattern to enhance the lighting effect, similar to the design used in the City of Los Angeles east of Vermont Avenue. The decorative lights will be energy-efficient LEDs to minimize power consumption.

The proposed string lighting is designed to withstand all weather conditions year-round. These decorative elements will be durable, require minimal maintenance, and are intended for permanent outdoor installation. Fabrication will include poles and hardware specifically engineered for the string lights along Gardena Boulevard, enhancing the overall ambiance and creating an inviting environment for pedestrians and shoppers.

Four informal bids for the project were solicited in accordance with the California Uniform Construction Cost Accounting (CUCCA) procedures and City Resolution 6059, which allow projects costing up to $200,000 to be awarded using a pre-qualified contractors list. However, only one bid was received, and it exceeds the $200,000 threshold limit.

The following one bid was received on November 26, 2025:

Organization	Bid Amount
Waisman Construction, Inc.	$355,000.00

Staff respectfully recommend that City Council reject the bid and authorize staff to advertise the Gardena Decorative String Lights Project, JN 506, for open-market rebidding with modified requirements as needed.

FISCAL IMPACT/COST:

None

APPROVED:



_____

Clint Osorio, City Manager

Attachments

JN 506 Gardena Deco String Lighting_RFP 9.16.2025 - Copy-merged (1).pdf

WCI - JN 506 Gardena Deco String Lighting_RFP 9.16.2025.pdf

CITY OF GARDENA

PUBLIC WORKS ENGINEERING

NOTICE OF INVITING INFORMAL BIDS/QUOTES

FOR

GARDENA DECORATIVE STREET LIGHTING PROJECT (JN 506)
STRING LIGHTING ON GARDENA BLVD
FROM VERMONT AVE TO BUDLONG AVE

OCTOBER 2025

Memoranda:
Contract in accordance with California Uniform Construction Cost Accounting Commission (CUCCAC) and City Purchasing Policy APP.

NOTICE OF INVITING INFORMAL BIDS/QUOTES

CITY OF GARDENA, CALIFORNIA

Notice is hereby given that the City of Garena will receive bids/quotes via email at the office of the Public Works Department – Public Works Engineering, 1717 W. 162nd Street, Gardena, CA or amodarressi@cityofgardena.org (Attn: Amir Modarressi), until **2 p.m., Wednesday, November 26 , 2025** for:

PROJECT: **GARDENA DECORATIVE STREET LIGHTING PROJECT (JN 506) – STRING LIGHTING ON GARDENA BLVD FROM VERMONT AVE TO BUDLONG AVE**

Any bid received after the hour stated above for any reason whatsoever will be considered non-responsive and disqualified. The City reserves the right to withdraw or cancel this Notice Inviting Informal Bids/Quotes at any time without prior and the City makes no representation that any contract will be awarded to any contractor responding to the notice.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be based on the negotiated contract accordance with the California Uniform Construction Cost Accounting Commission (CUCCAC) and City Purchasing Policy APP.

GENERAL NOTES:

The proposed decorative string lighting must be designed to withstand all weather conditions, summer, and winter alike. These decorative elements should be robust enough to last with relatively limited maintenance while being permanently installed outside. Fabricate to manufacture lighting attachments for string lights including poles and hardware to be installed along Gardena Boulevard in the area, improve the general mood, and create an inviting space for pedestrians and shoppers. in a zigzag type of pattern at the places and height of starting at 20’ at the light pole (20’high Pole) with sag of not more than 3% The proposed 15 poles shall be about 93’ apart. The city will provide three power sources at the point of connection as specified by the contractor.

Material Specifications:
20 Foot Round Tapered Steel Pole With 6 Inch Base Diameter Anchor Base High Wind Zone Rated:

- Heavy Duty Steel Construction 4” round pole
- Size: 11Guage Heavy Duty Steel 20 Poles.
- Extra Strength Welds
- 120 MPH Wind Rating
- Warranty 5 Years for the poles
- Pole Finish: Hot Dip Galvanized and Powder Coated
- All framing is constructed of Aluminum or steel.
- Mounting Brackets and Mounting Ears made from Steel.
- All materials manufactured for outdoor UV-resistant material.

Guarantee and Warranty:

1. By submitting a bid, the proposer certifies that he/she is fully aware of the conditions of service and purpose for which the items and services included in this Bid/Proposal are to be purchased. A bid submittal shall further serve as a guarantee that the proposer's qualifications and services will meet these conditions to the complete satisfaction of the City of Gardena.

2. The proposer attests that all commodities delivered and install under this Contract shall be new, original, brand name items that have never been refurbished, repaired, or remanufactured.
3. All products delivered under this Contract will have a manufacturer's warranty covering defects in materials and workmanship for a minimum of one (1) year.

4. The successful proposer shall replace all defective materials immediately upon notification except when it is clearly shown that the defects were caused by misuse and not by faulty manufacture.

SCOPE OF WORK:

The proposer will be responsible for the following tasks:

1. Design and Planning:

    - Collaborate with the City of Gardena Public Works Department to create a lighting and decoration plan for designated areas (Gardena Blvd. between Vermont Ave and Budlong Ave), including string lighting (LED) and hardware elements.
    - Provide creative ideas for unique displays, location of poles.
    - Consider energy-efficient options, safety requirements, and the local aesthetic when designing the string lighting.
    - The proposed decorative string lights shall include but not limited to 15 light poles and required hardware, brackets,1/16 "stainless steel supporting cable and other apparatus with 24" sockets spacing and LED bulbs warm white that are required to make the whole element of decorative lights improvements safe, functional and achieve the intended purpose of the improvements. The entire length of the proposed decorative string lighting shall be 1,300' on Gardena Blvd. From Vermont Avenue to Budlong Avenue.

2. Installation:

    - Supply and install all necessary lighting and decorations at locations and style as approved by the city.
    - Install foundation and Anchored Bols in accordance with LA County Standard as enclosed as Attachment I.
    - Ensure all electrical systems are safe and functional and that lighting is properly secured to withstand weather conditions (e.g., wind, snow).
    - Install any required infrastructure (e.g., wiring, supports). Power sources will be provided by the City of Gardena.
    - Point of Connection (POC) for the power source will be provided by the City at the designated locations, (two POC shall be at Gardena Blvd. and Berendo Ave Intersection and one on Gardena Blvd. and the Alley at Giuliano's).

3. Maintenance and Monitoring:

    - Provide regular inspections and maintenance throughout the sixty days after completion of installation and acceptance by the city.
    - Ensure all lights are lit daily from (dusk) 4:30 p.m. to 1:00 a.m. or as directed by City. Timer of photocell preferred.
    - Provide emergency responses for any issues or failures that may occur during the maintenance period.

4. Sustainability and Safety:

    - Utilize energy-efficient lighting options (e.g., LED) to minimize power consumption.
    - Ensure all installation and lighting materials are compliant with local safety regulations and electrical codes.

GENERAL TERMS & CONDITIONS

The time of completion of the contract shall be **35 working days** as defined in the Standard Specifications for Public Works, latest Edition. Liquidated Damages shall be $100 per consecutive calendar day.

Each bidder must submit a proposal to the City in accordance with these provisions.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney. The payment bond requirement shall be waived if the work is to be 100% self-performed.

The general/prime contractor shall at the time of the bidding possess the required valid State of California Contractors License. Licenses Class C-8 and/or Class C-10 and /or Class-A General Engineering Contractor.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws").

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to

the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing. The city may require a copy of the electronic certified payroll records submitted to the DIR at any time.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding sources.

The State General Prevailing Wage Determination is established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm).

Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded): and
II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Amir Modarressi, Public Works Engineering Division at (310) 217-9631 or amodarressi@cityofgardena.org.

ATTACHMENTS:

1. Appendix “A” Contract
2. Pole Foundation Standard, LA county Standard Drawing, attachment I
3. Areial Map – Approximate proposed pole locations

APPENDICES

APPENDIX “A”: Public Works Small Contract &

Bid/Proposal Submittal Documents

APPENDIX "A"

PUBLIC WORKS CONTRACT & BID/PROPOSAL DOCUMENTS

PROJECT NO. JN 506

GARDENA DECORATIVE STREET LIGHTING PROJECT

STRING LIGHTING ON GARDENA BLVD FROM VERMONT AVE TO BUDLONG AVE

Contractors/vendors submitting the bid or proposal shall complete all forms indicated in the bid package as required, as noted in the upper left corner (i.e., "To be submitted with bid/quote").

(To be executed after award)

CONTRACT

PROJECT NO. (JN 506)

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

1.1 Contractor agrees to perform the following work for the City of Gardena as shown on the attached Notice of Inviting Informal Bids and submitted bid for:

PROJECT: GARDENA DECORATIVE STREET LIGHTING PROJECT,
STRING LIGHTING ON GARDENA BLVD
FROM VERMONT AVE TO BUDLONG AVE

1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.

1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

2.1 Contractor shall commence and diligently pursue the Project to completion in **Thirty-Five (35) working days**, except as such time may be extended in writing by City.

2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City, and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City $100 per day for each and every working days delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

3.1 City shall pay to Contractor as full consideration for the performance of the Work, the total sum of _____ and 00/00 dollars ($_____ _____).

4. PAYMENTS

4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.

4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.

4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.

4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected

and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.

5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioiner no less than monthly. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at http://www.dir.ca.gov/DLSR/PWD/index.htm).

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

i. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded): and

ii. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of $25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.

5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.

5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)

5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to

City not more than $50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.

5.9 Contractor warrants full compliance with all applicable Federal and California employment laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining.

5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)

5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.

5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.

5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)

5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

5.15 This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.

7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).

7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

8.1 All materials furnished, and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.

8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.

8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of

damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.

8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible for obtaining evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

9.2. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted doing business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:

9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate.

9.5 Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars ($1,000,000) combined single limit per accident.

9.6 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars ($1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled

thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9.7 Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

(i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.

(ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

(iii) For any claims with respect to the Project covered by this Contract, Contractor’s insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

(iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

9.8 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for “all risks” of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the

insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.13 Equipment Coverage Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.

10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than $25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.

10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)

10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this

Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. NOTICE

13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:

13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Amir H. Modarressi, P.E.
1717 W. 162nd Street
Gardena, CA 90247

Contractor: TBD

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.

14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.

16.2 This Contract may be made in counterparts.

16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.

16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.

16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. PREPARATION OF AGREEMENT. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Contract and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Contract. No provision of this Contract or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

19. Claims Disputes

Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select

a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY	CONTRACTOR: XXXXXXXXXX
Clint Osorio, City Manager (Sign)	Name & Title
Date:	Sign: Date:
ATTEST:	(SECOND SIGNATURE)
Mina Semenza, City Clerk (Sign)	Name & Title
Date:	Sign Date

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney

Date:

(To be submitted after award)

CONTRACT

PROJECT NO. JN 506

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____hereinafter designated as the "Principal", a Contract for:

PROJECT: GARDENA DECORATIVE STREET LIGHTING PROJECT,
STRING LIGHTING ON GARDENA BLVD
FROM VERMONT AVE TO BUDLONG AVE

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we,_____as Principal, and_____ _____as Surety, are held and firmly bound unto the City, as Obligee, in the sum _____($_____), lawful money
of the United States of America, this amount being not less than one hundred percent (100%) of the total Contract price, , for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.
This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and
Surety named herein, on the_____ day of_____, 2025, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

_____
Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____
Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

(To be submitted after award)

CONTRACT

PROJECT NO. JN 506

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: GARDENA DECORATIVE STREET LIGHTING PROJECT,
STRING LIGHTING ON GARDENA BLVD
FROM VERMONT AVE TO BUDLONG AVE

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law.

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____, Dollars ($_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.
This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and
Surety named herein, on the_____ day of_____, 2025, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

_____
Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____

_____
Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

(To be submitted after award)

CONTRACT

PROJECT NO. JN 506

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED:_____

_____
CONTRACTOR

By_____
Signature

_____
Name & Title

ATTEST:

By_____
Signature

_____
Name & Title

(To be submitted with bid/proposal)

PROPOSAL

PROJECT NO. JN 506

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed. If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.
The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

WBE or MBE	Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than _____%.

(To be submitted with bid/proposal)

PROPOSAL

PROJECT NO. JN 506

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

_____
NAME OF BIDDER

_____
SIGNATURE OF BIDDER

_____
ADDRESS OF BIDDER

_____
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY(attach appropriate jurats)

(To be submitted with bid/proposal)

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled: **GARDENA DECORATIVE STREET LIGHTING PROJECT (JN 506)** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **THIRTY FIVE (35) Working Days** from the date the Notice of Proceed is issued by the Engineer. Please note that item 3 is a deductive alternate bit item. The City reserves the right to remove the alternate bid item from the contract award, either at the time of award or afterward.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Furnish and Install Decorative String Lighting including 1/16 "stainless steel supporting cable	LF	1300	$	$
2	Furnish and Install 20' tall steel pole together with Anchor Bolts and required hardware	EA	15	$	$
3 Deductive Alternate	Install Anchor Bolts and hardware embedded in the Concrete Foundation *in accordance with LA County Standard as enclosed as Attachment* I.	EA	15	$	$
4	Furnish photocell system and connect the string lighting to the power source at designated point of connections, POC. (two POC shall be at Gardena Blvd. and Berendo Ave Intersection and one on Gardena Blvd. and the Alley at Giuliano's)	EA	3	$	$
	GRAND TOTAL				**$**

***TOTAL CONTRACT BID:**

(Figures) $ _____

(Words) _____

*** In case of error in extension of price into the total price column, the unit price will govern.**

BID SCHEDULE (Continued)

All work required and shown on the construction plans and this specification, for which no price or item is listed in this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any

kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will pay therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the city, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention, and all totals will be corrected to confirm thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____Dollar
s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed that a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

_____
Name of Bidder

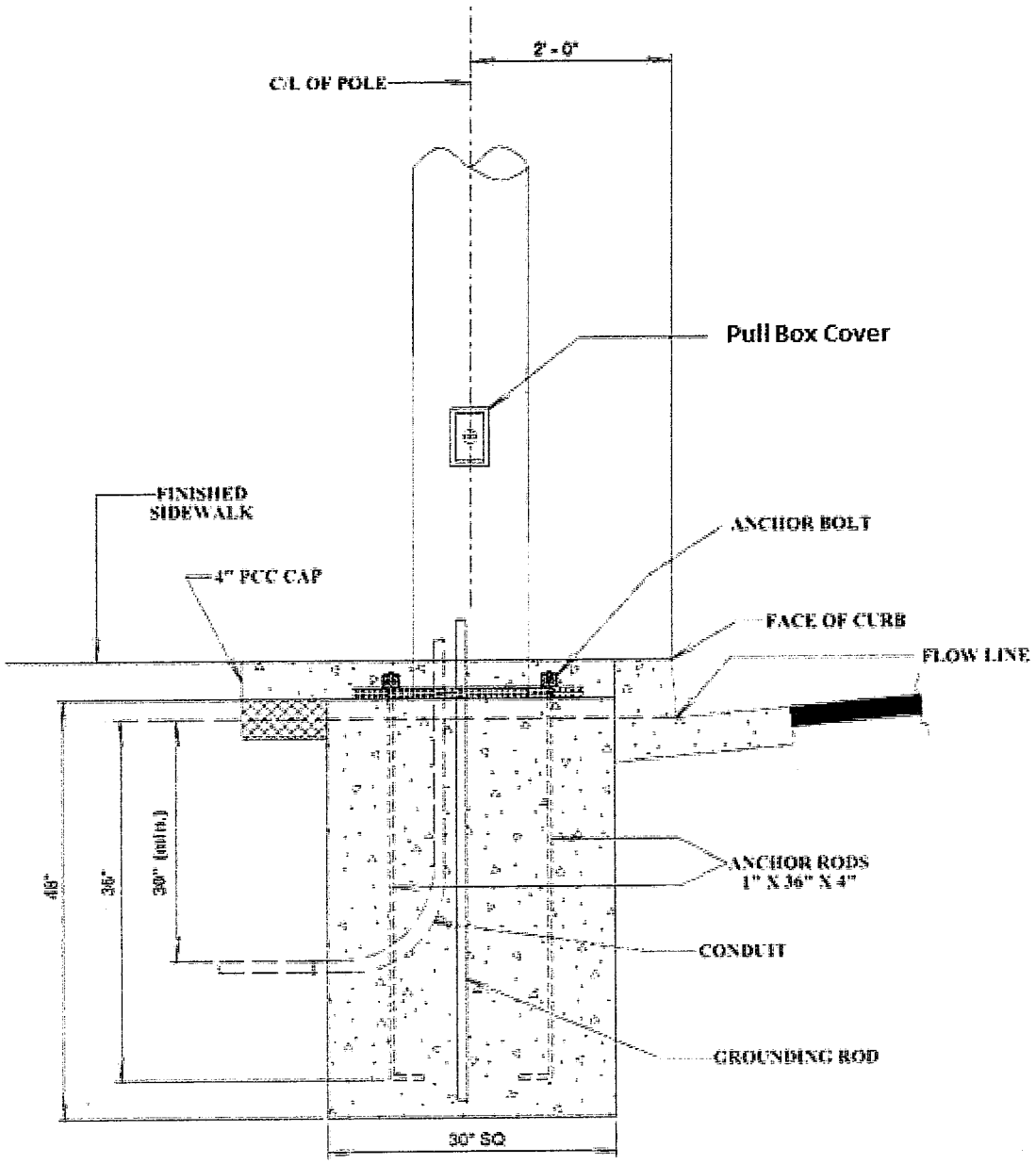
_____
Signature of Bidder

LA County Std.

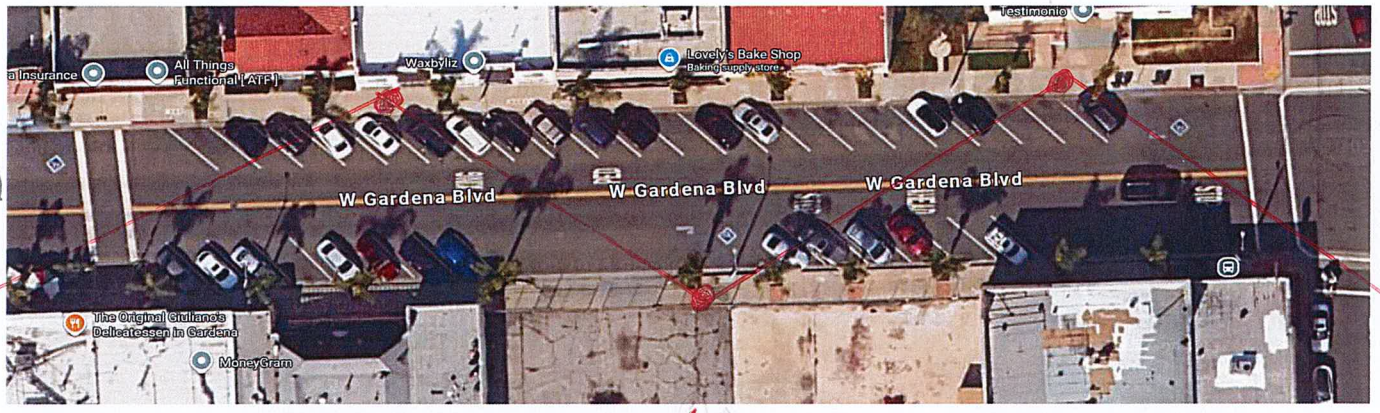
ATTACHMENT I

EXHIBIT L-3

LS-2 AND LS-3 Streetlight Foundations



Note:
Construction shall conform to these requirements unless otherwise directed by the county engineer. Foundation bolts shall not be cut off for any reason. Extension couplers shall not be permitted. Anchor bolt dimensions per manufacturers specification.


Waxbyliz
Lovely's Bake Shop
Baking supply store
W Gardena Blvd
W Gardena Blvd
W Gardena Blvd
The Original Giuliano's Delicatessen in Gardena
MoneyGram


Nakamura Insurance
All Things Functional
W Gardena Blvd
W Gardena Blvd
W Gardena Blvd
Gardena Valley Chamber of Commerce
The Original Giuliano's Delicatessen in Gardena


One Dollar Store
Variety store
1 00 Plus Store
Metro by T-Mobile
Cell phone store
W Gardena Blvd
W Gardena Blvd
W Gardena Blvd
ATM
dena Supermarket
Santos Creations
LA International
Soccer Sport
La Favorita Bakery
Felix's Bike Shop
Bicycle store
W Gardena Blvd
W Gardena Blvd
W Gardena Blvd
The LA Pit
Gardena Nails
Technology
Repair Center
Mario's Beauty Salon
Sophia's Fajas
Colombianas
Women's clothing store
STOP

(To be submitted with bid/proposal)

PROPOSAL

PROJECT NO. JN 506

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed. If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.
The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

WBE or MBE	Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
N/A	5%	MAXIMUM BREAK INC 31858 CASTAIC ROAD 183 CASTAIC, CA 91384	CONCRETE	1084117	C-8 B	1000846053

Not more than _____%.

(To be submitted with bid/proposal)

PROPOSAL

PROJECT NO. JN 506

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

GUY WAISMAN being first duly sworn, deposes and says that he or she is PRESIDENT of WAISMAN CONSTRUCTION, INC the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

WAISMAN CONSTRUCTION, INC
NAME OF BIDDER

GUY WAISMAN - PRESIDENT, VP, SECRETARY & TREASURER
SIGNATURE OF BIDDER

21430 STRATHERN STREET UNIT D
ADDRESS OF BIDDER

CANOGA PARK	CA	91304
CITY	STATE	ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY(attach appropriate jurats)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On NOV 10 2025 before me, SHILO LEE LOSINO, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared Guy Waisman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHILO LEE LOSINO
Notary Public - California
Los Angeles County
Commission # 2420527
My Comm. Expires Oct 24, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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(To be submitted with bid/proposal)

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled: GARDENA DECORATIVE STREET LIGHTING PROJECT (JN 506) and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within THIRTY-FIVE (35) Working Days from the date the Notice of Proceed is issued by the Engineer. Please note that item 3A & 3B are deductive alternate bit item. The City reserves the right to remove the alternate bid items from the contract award, either at the time of award or afterward.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Furnish and Install Decorative String Lighting including 1/16 "stainless steel supporting cable	LF	1300	$ 70.00	$ 91,000.00
2	Furnish and install 20' tall steel pole. Furnish required anchor bolts and all hardware	EA	15	$ 9,260.00	$ 138,900.00
3A Deductive Alternate	Install Anchor Bolts and hardware embedded in the Concrete Foundation *in accordance with LA County Standard as enclosed as Attachment* I	EA	15	$ 1,000.00	$ 15,000.00
3B Deductive Alternate	Install No. 31/2 Pull Box Per Public Works Standard Plan 513-3 within 10' from proposed pole	EA	15	$ 5,000.00	$ 75,000.00
4	Furnish photocell system and connect the string lighting to the power source at designated point of connections, POC. (two POC shall be at Gardena Blvd. and Berendo Ave Intersection and one on Gardena Blvd. and the Alley at Giuliano's)	EA	3	$ 11,700.00	$ 35,100.00
	GRAND TOTAL				$ 355,000.00

***TOTAL CONTRACT BID:**

(Figures) $ 355,000.00

(Words) three hundred fifty-five thousand dollars

*** In case of error in extension of price into the total price column, the unit price will govern.**

BID SCHEDULE (Continued)

All work required and shown on the construction plans and this specification, for which no price or item is listed in this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any

kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will pay therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the city, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention, and all totals will be corrected to confirm thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of thirty-five thousand five hundred dollars Dollar s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed that a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

WAISMAN CONSTRUCTION, INC

Name of Bidder

GUY WAISMAN - PRESIDENT, VP, SECRETARY, AND TREASURER

Signature of Bidder

DEPARTMENT of PUBLIC WORKS
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

November 14, 2025

GARDENA BLOUVARD DECORATIVE STRING LIGHTING PROJECT (JN 506)
RFP
ADDENDUM NO. 1

TO: ALL RFP HOLDERS

ADDENDUM NO. 1, AS DECRIBED BELOW, IS FOR USE OF CONTRACTOR SUBMITTING PROPOSAL ON THIS PROJECT. ALL PARTIE SHALL INDICATE ON THE PROPOSAL "ACKNOWLEDGEMENT OF ADDENDA RECEIVED", THAT THEY HAVE RECEIVED THIS ADDENDUM, ADDENDUM NO. 1.

REVISIONS/CLARIFICATIONS TO THE REQUEST FOR PROPOSALS:

1. Replace **BID SCHEDULE** on page 30 with attached revised **BID SCHEDULE**, 30R.
2. Add attached Public Works Construction Standard Plan Drawing Number 513-3 for Pull Box Standard to RFP.

END OF ADDENDUM NO. 1

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

(To be submitted with bid/proposal)

ADDENDUM ACKNOWLEDGEMENT

GARDENA BLOUVARD DECORATIVE STRING LIGHTING PROJECT (JN 506)
RFP

I received addendum number 1: GUY WAISMAN

Name

WAISMAN CONSTRUCTION, INC

Company Name

NOVEMBER 26, 2025

Date

DEPARTMENT of PUBLIC WORKS
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

November 17, 2025

GARDENA BLOUVARD DECORATIVE STRING LIGHTING PROJECT (JN 506)
RFP
ADDENDUM NO. 2

TO: ALL RFP HOLDERS

ADDENDUM NO. 2, AS DECRIBED BELOW, IS FOR USE OF CONTRACTOR SUBMITTING PROPOSAL ON THIS PROJECT. ALL PARTIE SHALL INDICATE ON THE PROPOSAL "ACKNOWLEDGEMENT OF ADDENDA RECEIVED", THAT THEY HAVE RECEIVED THIS ADDENDUM, ADDENDUM NO. 2.

REVISIONS/CLARIFICATIONS TO THE REQUEST FOR PROPOSALS:

1. Add attached bid bond form for posting the required ten percent bond to be submitted with bid/proposal.

END OF ADDENDUM NO. 2

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

(To be submitted with bid/proposal)

ADDENDUM ACKNOWLEDGEMENT

GARDENA BLOUVARD DECORATIVE STRING LIGHTING PROJECT (JN 506)
RFP

I received addendum number 2: GUY WAISMAN

Name

WAISMAN CONSTRUCTION, INC

Company Name

NOVEMBER 26, 2025

Date

(To be submitted with bid/proposal)

BID PROPOSAL

PROJECT NO. JN 506

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Waisman Construction Inc., as Principal,

and The Ohio Casualty Insurance Company, as Surety, are held firmly bound unto the City of Gardena in the sum of $ 10% G.A.B. ;

Ten Percent of Their Greatest Amount Bid DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

PROJECT: GARDENA BLOUVARD DECORATIVE STRING LIGHTING PROJECT

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this 19th day of November, 2025.

_____(SEAL)	_____(SEAL)
Principal Waisman Construction Inc.	Surety The Ohio Casualty Insurance Company
BY: GUY WAISMAN - PRESIDENT, VP, SECRETARY & TREASURER	BY: _____
Signature	Signature Shilo Lee Losino, Attorney-in-Fact

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney–in-fact must be attached.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8205295-971967

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shilo I. Losmo, Stephanie Shear

all of the city of Woodland Hills state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2021

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of NOV 19 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On NOV 19 2025 before me, CHIMENE HOBBS, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SHILO LEE LOSINO
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHIMENE HOBBS
Notary Public - California
Los Angeles County
Commission # 2464773
My Comm. Expires Sep 28, 2027

Signature Chimene Hobbs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On NOV 19 2025 before me, SHILO LEE LOSINO, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared GUY WAISMAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHILO LEE LOSINO
Notary Public - California
Los Angeles County
Commission # 2420527
My Comm. Expires Oct 24, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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