

**City Council and Successor Agency
to the Brea Redevelopment
Agency Agenda**

Closed Session - 6:30 p.m.

General Session - 7:00 p.m.

AMENDED

Teleconference/Zoom

9 Muskrat Lane

Sunriver, Oregon 97707



Tuesday, December 19, 2023, 7:00 PM

COUNCIL CHAMBERS

1 Civic Center Circle

Brea, California 92821

**** Revised ****

Christine Marick, Mayor

Blair Stewart, Mayor Pro Tem

Cecilia Hupp, Council Member

Marty Simonoff, Mayor

Steven Vargas, Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.net. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.net. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Imporant Notice

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1: CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M.

1A. CALL TO ORDER/ROLL CALL

1B. PUBLIC COMMENT

1C. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) and Brea Fire Management Association (BFMA) - Bill Gallardo, Negotiator

2: STUDY SESSION - NO STUDY SESSION MEETING

There will be no Study Session meeting on December 19, 2023.

3: GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3A. CALL TO ORDER/ROLL CALL

3B. PLEDGE OF ALLEGIANCE

3C. INVOCATION - Kirk Randolph, Southlands Church

3D. REPORT- PRIOR STUDY SESSION

3E. COMMUNITY ANNOUNCEMENTS

3F. MATTERS FROM THE AUDIENCE

3G. RESPONSE TO PUBLIC INQUIRIES

4: PUBLIC HEARING

There are no Public Hearing items at this time.

5: ADMINISTRATIVE ITEMS

There are no Administrative Items at this time.

6: CONSENT CALENDAR

The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."

6A. December 5, 2023 City Council Regular Meeting Minutes

— 1. Approve

6B. Contract with Motorola Solutions to Purchase Avigilon Control Center and Fixed Video Cameras, Vigilant License Plate Reading, CAPE Drone Software Solution, and Command Central Aware for the Police Department's Integrated Crime Center

— Authorize the grant-funded purchase of hardware, software, and services outlined in the attached Motorola Proposal from Motorola Solutions related to the Police Department's Integrated Crime Center. Approval of this proposal will cost \$1,995,008 in the current fiscal year, and will be reimbursed by the BSCC grant for costs incurred through December 2026 in the total amount of \$5,941,357. Future maintenance, support and subscription costs incurred starting in January 2027 will be appropriated as part of a future biennial budget process.

6C. Waive Full Reading and Adopt Ordinance No. 1245 An Ordinance of the City of Brea Transferring and Granting a Pipeline Franchise to RMX Resources, L.L.C. and Approve CEQA Exemption Determination

- Waive full reading and adopt Ordinance No. 1245 titled "An Ordinance of the City Council of the City of Brea Transferring and Amending A Franchise Granted to Matrix Investments, L.P. to Construct, Operate and Maintain Pipelines for the Transportation of Hydrocarbon Substances in the City of Brea to RMX Resources, LLC., and Approving a CEQA Exemption Determination;
- Appropriate any revenues received as part of this franchise in the Fiscal Year 2023-25 Operating Budget; and
- Authorize the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department. If adopted, the new Ordinance franchise fee is estimated to be \$3,256 for FY 23-24; therefore, the General Fund will have a positive fiscal impact.

6D. November Outgoing Payment Log and December 1 and 8, 2023 City Disbursement Registers

- 1. Receive and file

6E. Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023

- 1. Receive and file

7: CITY/SUCCESSOR AGENCY - CONSENT

7A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended November 30, 2023

- Receive and file.

8: ADMINISTRATIVE ANNOUNCEMENTS

8A. City Manager

8B. City Attorney

8C. Council Requests

9: COUNCIL ANNOUNCEMENTS

9A. Council Announcements

10: ADJOURNMENT

10A. Meeting Adjournment



City of Brea

City Council Regular Meeting Communication

December 5, 2023 City Council Regular Meeting Minutes

Meeting	Agenda Group
Tuesday, December 19, 2023, 7:00 PM	CONSENT CALENDAR Item: 7A
FROM	
Bill Gallardo, City Manager	

RECOMMENDATION

Approve.

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk and Valerie Duarte, Management Services Intern

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

12-05-2023- Draft Minutes.pdf

****The Following Document is a draft of the minutes and not the official approved minutes****

**Minutes for the City Council Regular Meeting
1 Civic Center Circle, Brea, California, 92821
December 5, 2023, 7:05 PM - December 5, 2023, 7:44 PM**

Roll Call: (The following members were in attendance)

Cecilia Hupp, City Council Member

Christine Marick, Mayor

Marty Simonoff, Council Member

Blair Stewart, Mayor Pro Tem

Steve Vargas, Council Member

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 5:30 P.M.

1A. CALL TO ORDER/ROLL CALL-

Mayor Simonoff called the Closed Session to order at 5:30 p.m. All members were present.

1B. PUBLIC COMMENT-

None.

1C. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1)- Existing Litigation. Name of Case: Randy Logue v. City of Brea Fire Department (Case No. 30-2022-01265101-CU-OE-CJC)-

1D. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) and Brea Fire Management Association (BFMA) – Bill Gallardo, Negotiator-

Mayor Simonoff adjourned the Closed Session at 6:09 p.m.

2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:15 P.M.

2A. CALL TO ORDER/ROLL CALL-

Mayor Simonoff called the Study Session to order at 6:15 p.m. All members were present.

2B. PUBLIC COMMENT-

None.

2C. CLARIFY REGULAR MEETING TOPICS-

None.

2D. SB329 Inflationary Adjustment for Council Salaries -

Management Analyst Ambriz provided a presentation on the item and spoke out about the legislation, provided effective dates, presented options to the Council, reported results of a ten (10) City survey on Councilmember salaries, and mentioned CPI growth.

Council discussed the different options; the option to add a vehicle allowance in addition to the monthly salary; effective dates; the history of Council salary adjustments in the City; and following the same methodology for salary increase and CPI adjustment based on the ten (10) salary survey as was implemented for employee groups. Council came to the consensus to move forward with option A with a 3% CPI increase. Council directed staff to establish the salary at \$824, which is 3% above the existing year's median of the ten (10) City survey, which takes into consideration the effective date of January 2025 being one (1) year away.

Council directed staff to prepare an Ordinance reflecting the changes and return to Council at a later date.

2E. Senior Center Feasibility Study -

Assistant City Manager/Community Services Director Emeterio introduced the item.

Senior Management Analyst Colacion provided a presentation and provided a background of the project, CDBG funding and next steps.

Kevin Li, Westberg White Architecture, provided a presentation and spoke about the Feasibility Study goals and objectives.

John Garakian, Westberg White Architecture, continued the presentation and spoke about the needs and areas of interest in both the interior and exterior of the Senior Center; the existing Senior Center space diagram; 2023 Senior Center schedule and average attendance counts; security and visual improvements; and the conceptual study for minor renovation/expansion and concept sketch.

Queston Kwolek, Westberg White Architecture, continued the presentation and spoke about other options for conceptual study for moderate renovation/expansion and concept sketch; conceptual study for extensive renovation renovation/expansion, partial re-construction and concept sketch; and conceptual study for full reconstruction for the construction of a new building on site.

Council expressed the need for more space at the Senior Center and engagement of stakeholders and residents near the Senior Center for feedback. Council also encouraged staff to move forward with master planning and exploring funding sources. Finally, they spoke about surface material for the exercise space and security fencing.

2F. 2024 Legislative Platform-

There were no changes to the Legislative Platform.

2G. Council Member Reports/Requests-

None.

Mayor Simonoff adjourned the Study Session at 6:53 p.m.

3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3A. CALL TO ORDER/ROLL CALL

Mayor Simonoff called the General Session to order at 7:04 p.m. All members were present.

3B. PLEDGE OF ALLEGIANCE - Boy Scout Troop 707

Boy Scout Troop 707 led the Pledge of Allegiance.

3C. INVOCATION - Kirk Randolph, Southlands Church-

Pastor Kirk Randolph, Southlands Church, delivered the Invocation.

3D. REPORT- PRIOR STUDY SESSION

City Manager Gallardo provided the report on the prior Study Session.

3E. COMMUNITY ANNOUNCEMENTS

Councilmember Vargas announced that Caltrans weekend closures at various locations on the 57 freeway at Lambert Road will take place Friday, December 8 at 10:00 p.m., until 5:00 p.m. on Sunday, December 10. He indicated that the closures will consist of freeway on and off-ramps at Lambert Road, as well as eastbound and westbound Lambert Road from Pointe Drive to State College Boulevard. He also indicated that lane closures on Lambert Road will alternate, leaving one accessible lane on either the east or westbound and alternate routes are suggested.

Councilmember Hupp announced that the Brea Resource Center and Brea Senior Center are coordinating giving opportunities, like the Wish Tree, Angel Tree, and Adopt a Senior to help those in need in the Brea community. She also announced that the Brea Fire Department will be participating in the Spark of Love Toy Drive this year and encouraged residents to visit the Fire Station, the Brea Civic & Cultural Center, Brea Community Center or the Senior Center to drop off new, unwrapped toys. She also added that the Brea Community Emergency Council is collecting cash donations to provide gift cards to families and seniors in need and that donations for Love Brea, are now accepted year-round.

Councilmember Stewart reminded residents to order new overnight parking permit for 2024 if they utilize overnight street parking. He added that without a visible 2024 parking permit beginning in January, vehicles can be cited if left on

public streets between the hours of 2:00 and 6:00 a.m. He stated that at this time, online purchases are only available, over the counter purchases will be available soon.

Mayor Pro Tem Marick invited the community to celebrate the beginning of the holiday season at the Brea Tree Lighting ceremony on Thursday, December 7 at 6:30 p.m. She indicated that the community event that will feature live entertainment, food for purchase, a crafters village, and guests will be able to visit Santa Claus and get a professional photo with him for just \$5.

3F. MATTERS FROM THE AUDIENCE

None.

3G. RESPONSE TO PUBLIC INQUIRIES-

None.

4. COUNCIL / AGENCY / CORPORATION / COMMISSION REORGANIZATION

4A. Presentation to Outgoing Mayor

Mayor Pro Tem Marick, on behalf of the City Council and the Brea Community, thanked Mayor Simonoff for his leadership and dedication to the City of Brea over the past year as Mayor. She also spoke about Mayor Simonoff's accomplishments and representation on the national and regional level.

State Senator Bob Archuleta thanked Mayor Simonoff for his service to the Brea community and presented him with a Certificate of Recognition.

Orange County Supervisor Doug Chaffee thanked Mayor Simonoff for his leadership and commitment to the City of Brea and presented him with a Certificate of Recognition.

Field Representative John Ding, on behalf of Congresswoman Young Kim, presented Mayor Simonoff with a Certificate of Recognition.

District Representative Sheen Sidhu, on behalf of Senator Josh Newman, presented Mayor Simonoff with a Certificate of Recognition.

Field Representative Newton Viengkhou, on behalf of Assembly Member Phillip Chen, presented Mayor Simonoff with a Certificate of Recognition.

Mayor Pro Tem Marick presented Mayor Simonoff with a gift and a Commendation, on behalf of the City Council and City staff.

Mayor Simonoff thanked his family for their support and understanding, recognized the City Council and City staff for their support in achieving all accomplishments over the past year and thanked the community for giving him the opportunity to serve.

4B. Election of Mayor/Chair and Introductions

There was Motion to Approve that was motioned by Marty Simonoff seconded by Cecilia Hupp with a result of 5-0-0-0

to nominate Mayor Pro Tem Marick to the seat of Mayor and Councilmember Stewart to the seat of Mayor Pro Tem.

4C. Election of Mayor Pro Tem/Vice Chair, Reseating and Introductions -

Action was taken with Item 4B.

5. PUBLIC HEARING

There are no Public Hearing Items at this time.

6. ADMINISTRATIVE ITEMS

This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."

6A. Waive Full Reading and Introduce Ordinance No. 1245 An Ordinance of the City of Brea Transferring and Granting a Pipeline Franchise to RMX Resources, L.L.C. and Approve CEQA Exemption Determination

Senior Management Analyst Cuevas provided a presentation and spoke about the intent of the Ordinance, State and City code requirements for pipeline franchises, transfer of responsibilities to the new operator, CEQA exemption, and provided an estimate for franchise fees.

There was Motion to Approve that was motioned by Cecilia Hupp seconded by Blair Stewart with a result of 5-0-0-0

to waive full reading and introduce Ordinance No. 1245 by title only, and approve a CEQA exemption determination; appropriate any revenues received as part of this franchise in

the Fiscal Year 2023-25 Operating Budget; and authorize the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department.

7. CONSENT CALENDAR

The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."

There was Motion to Approve that was motioned by Marty Simonoff seconded by Steve Vargas with a result of 5-0-0-0 to approve City Council Consent Items 7A - 7K.

7A. November 7, 2023 Regular City Council Meeting Minutes

The City Council approved the November 7, 2023 Regular City Council Meeting Minutes.

7B. Mills Act Contract No. 2023-01 - 321 S. Madrona Avenue

The City Council found the requested Mills Act Contract exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 (Class 31, Historical Resource Restoration/Rehabilitation); and entered into a Mills Act Contract with the property owners of 321 South Madrona Avenue.

7C. Mills Act Contract No. 2023-02 - 315 S. Flower Avenue

The City Council found the requested Mills Act Contract exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331 (Class 31, Historical Resource Restoration/Rehabilitation); and entered into a Mills Act Contract with the property owners of 315 South Flower Avenue.

7D. Arovista Plans and Specs

The City Council approved the Plans and Specifications for the Arovista Park Modernization Project (CIP 7978) and authorized the City Clerk to advertise and receive bids.

7E. Cooperative Agreement with City of La Habra for Lambert Road Corridor Project Regional Traffic Signal Synchronization Program

The City Council approved a Cooperative Agreement with the City of La Habra for the Lambert Road Corridor Project Regional Traffic Signal Synchronization Program; authorized the Mayor to execute the Cooperative Agreement with the City of La Habra; and authorized the City Manager to execute any non-monetary contract amendments and ancillary documents subsequently required to implement the Cooperative Agreement.

7F. 2024 Legislative Platform

The City Council adopted the 2024 City of Brea Legislative Platform to coincide with the upcoming legislative session.

7G. Resolution of support for City of Santa Ana in Pursuit of a Grant Application for Fiscal Year 2024-25 Measure M2 Comprehensive Transportation Program

The City Council adopted Resolution No. 2023-067, in support for the City of Santa Ana in pursuit of a Grant Application for Fiscal Year 2024-25 Measure M2 Comprehensive Transportation Program for Kraemer Boulevard Traffic Signal Synchronization Improvements and Upgrades.

7H. Approval of Memorandum of Understanding Between the City of Brea and the Brea Police Management Association

The City Council adopted Resolution No. 2023-068 approving Memorandum of Understanding (MOU) with the Brea Police Management Association (BPMA).

7I. Adoption of Ordinance No. 1244, an Ordinance of the City of Brea Extending the Term of a Pipeline Franchise Granted to Crimson California Pipeline, L.P. and Approve CEQA Exemption Determination

The City Council waived full reading and adopted Ordinance No. 1244 by titled, "An Ordinance of the City of Brea extending the term of a pipeline franchise granted to Crimson California Pipeline, L.P." and approved a CEQA exemption determination; appropriated any revenues received as part of this franchise in the Fiscal Year 2023-25 Operating Budget; and authorized the City Clerk to

release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department.

7J. Monthly Report of Investments for the City of Brea for Period Ended October 31, 2023

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended October 31, 2023.

7K. October Outgoing Payment Log and November 3, 10, 17, & 24, 2023 City Disbursement Registers

The City Council received and filed the October Outgoing Payment Log and November 3, 10, 17, & 24, 2023 City Disbursement Registers.

8. CITY/SUCCESSOR AGENCY - CONSENT

There was Motion to Approve that was motioned by Cecilia Hupp seconded by Marty Simonoff with a result of 5-0-0-0
to approve City/Successor Agency Consent Item 8A.

8A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended October 31, 2023

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended October 31, 2023.

9. ADMINISTRATIVE ANNOUNCEMENTS

9A. City Manager-

None.

9B. City Attorney-

None.

9C. Council Requests

10. COUNCIL ANNOUNCEMENTS

10A. Council Announcements

Councilmember Hupp thanked the City Clerk's Office for decorating the Council Chambers.

11. ADJOURNMENT

11A. Meeting Adjournment

Mayor Marick adjourned the General Session at 7:38 p.m. in memory of long time City employee, Jesse Lomeli.



City Council Regular Meeting Communication

Contract with Motorola Solutions to Purchase Avigilon Control Center and Fixed Video Cameras, Vigilant License Plate Reading, CAPE Drone Software Solution, and Command Central Aware for the Police Department's Integrated Crime Center

Table with meeting details: Meeting (Tuesday, December 19, 2023, 7:00 PM), Agenda Group (CONSENT CALENDAR, Item: 7B), TO (Honorable Mayor and City Council Members), FROM (Bill Gallardo, City Manager)

RECOMMENDATION

Authorize the grant-funded purchase of hardware, software, and services outlined in the attached Motorola Proposal from Motorola Solutions related to the Police Department's Integrated Crime Center.

BACKGROUND/DISCUSSION

The Police Department obtained grant funding from the State of California Board of State and Community Corrections (BSCC) to construct an Integrated Crime Center (ICC). The Police Department seeks to purchase a number of essential pieces of hardware and software for the ICC (along with related installation and professional services) from Motorola Solutions. The items are detailed in the attached Motorola Proposal, and include:

AVIGILON CONTROL CENTER (\$1,270,761 in Year 1):

- Purchase of five network video recorders (NVRs) for video storage;
• Installation, configuration, and maintenance of NVRs by a Motorola subcontractor;
• Video analytics software and video management system (VMS);
• Camera "channels" for 299 existing City-owned cameras, and integration of those cameras into the new VMS;
• Purchase of 68 high-resolution video cameras (to be installed at intersections in a later phase of the project); and
• Ongoing maintenance and annual subscription fees (between \$26,527 and \$30,707 per year).

VIGILANT LICENSE PLATE READERS (\$508,446 in Year 1):

- Purchase of 44 Automated License Plate Reader (ALPR) cameras and required accessories (communication boxes, power adaptors, mounting brackets);
• Installation of ALPR cameras at 14 locations by a Motorola subcontractor; and
• Ongoing maintenance and annual subscription fees (\$31,536 per year).

CAPE DRONE SOFTWARE (\$23,057 in Year 1):

- CAPE Standard software licenses to be used in later phases of this project when drone aircraft are purchased; and
• Ongoing maintenance and annual subscription fees (between \$36,700 and \$46,050 per year).

COMMAND CENTRAL AWARE (\$292,744 in Year 1):

- Software and implementation of system integrations that allow the ICC Analyst to view all components of the ICC at a single work station; and

- Ongoing maintenance and annual subscription fees (\$34,691 per year).

The Police Department uses a number of Motorola Solutions products (hardware and software), including handheld and in-car radios, computer-aided dispatch and records management (CAD/RMS) software, body-worn cameras (BWCs) and in-car cameras, cloud-based evidence management, and ALPRs. Because they are all Motorola Solutions products, they are all able to integrate natively and seamlessly with each other.

Police Department personnel have done extensive research in preparation for the ICC project. This research included site visits at similar centers, conversations with staff at similar centers, conversations with numerous technology vendors, and attendance at trade shows and presentations. From this research, the Police Department knows that there are other vendors who sell products that would accomplish similar functions as those proposed above. However, the Police Department knows that purchasing these products from various vendors would require the purchase and ongoing maintenance of a number of interfaces. Interfaces would be required to make these non-affiliated products work together. The Police Department knows that purchasing, implementing, and maintaining these interfaces is costly and time-consuming, and would diminish system and process efficiency.

All of the items the Police Department seeks to purchase are Motorola Solutions products, and, as such, have native integrations with each other and with existing Motorola Solutions products. This would eliminate the need to purchase and maintain the costly system interfaces described above.

The Police Department envisions that the ICC will benefit the City of Brea for decades, and has plans to continue to expand the center's functions and capabilities. All of the proposed components create a strong foundation for the center that are readily expandable for ease of growth and expansion in the future.

At the Police Department's request, Motorola created the attached bundled proposal in order to leverage bulk purchasing style savings, allowing the Police Department to acquire these products and services at a much lower than normal cost. Each product and service listed on pages 49 and 50 of the Motorola Proposal is discounted between 10% and 35% below list price, and the proposal also includes a \$100,000 bundle discount on top of that. To put the savings in perspective, the items listed in Year One of the Motorola Proposal have a list price of \$2,736,709. The Police Department's bundled cost for these products is \$2,095,008. Including the \$100,000 discount, the final cost would be \$1,995,008. This represents a savings of more than \$740,000, or an approximate 27% savings off of list price. This level of discount continues in Years Two through Five (for subscription, maintenance, and support costs)

The Police Department consulted with Public Works, Information Technology, Finance, and the City Attorney's Office during the course of this project, in reviewing the attached Motorola Proposal, and in preparing this staff report. The Police Department believes that purchasing these items from Motorola will create the most efficient work processes in the daily operation of the ICC, while providing the City with the best value.

As required by the BSCC grant, the Police Department received approval from our assigned BSCC Field Representative to proceed with this purchase (see attached letter and approval email).

COMMISSION/COMMITTEE RECOMMENDATION:

The Finance Committee reviewed this Staff Report at their December 12, 2023 meeting and recommended it for City Council approval.

SUMMARY/FISCAL IMPACT

Approval of this proposal will cost \$1,995,008 in the current fiscal year, and will be reimbursed by the BSCC grant for costs incurred through December 2026 in the total amount of \$5,941,357. Future maintenance, support and subscription costs

incurred starting in January 2027 will be appropriated as part of a future biennial budget process.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared By: Christopher Harvey, Lieutenant

Concurrence: Adam Hawley, Chief of Police

Attachments

Motorola Proposal.pdf

Master Customer Agreement (MCA) between Motorola and Brea (executed 2021.05.21).pdf

First Amendment to Master Customer Agreement (MCA) between Motorola and Brea (executed 2022.12.06).pdf

Request to Purchase - BSCC - 12.01.2023 (Motorola).pdf

Approved Request to Purchase - BSCC - 12.01.2023 (Motorola).pdf

Proposal

City of Brea Police Department

Integrated Crime Center Solution w/CommandCentral Aware Plus, Avigilon, Vigilant, and CAPE Drone Software

November 7, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.

500 W, Monroe St, 37th Floor Chicago, IL
60661

November 7, 2023

Brea Police Department

1 CIVIC CTR CIR
Brea, California 92821

Re: Proposal for CommandCentral Aware Plus and Video Management System ("Proposal") Dear

Lieutenant Harvey:

Motorola Solutions, Inc. ("Motorola") is pleased to present the Brea Police Department ("City") with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs. This Proposal is valid until December 31, 2023.

Motorola's Proposal is subject to the terms and conditions of the existing Master Customer Agreement executed May 11, 2021, as amended, and the enclosed contract addenda. The City may accept this proposal by issuing a purchase order specifically referencing "the May 11, 2021, MCA as amended, and Motorola's Proposal dated November 7, 2023."

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions or concerns you might have:

Daniel Ramsden
Senior Account Manager
949-898-1544
daniel.ramsden1@motorolasolutions.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'Micah Applewhite', written in a cursive style.

Micah Applewhite Motorola
Solutions, Inc.
MSSI Vice President and Director Software Sales

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Section 1

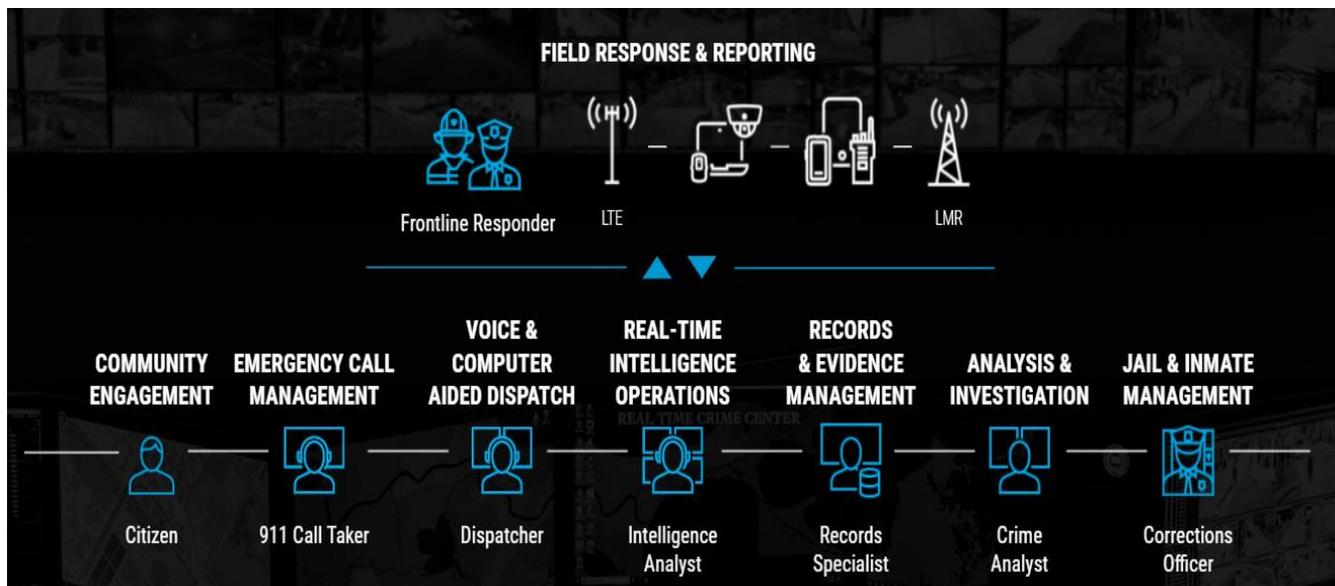
Solution Summary

Motorola Solutions (Motorola) appreciates the opportunity to present the City of Brea Police Department (referred to as the City in this proposal) a comprehensive solution aimed at enhancing public safety situational awareness through the Industry's latest Ecosystem centric technology. This proposal includes products within Motorola's CommandCentral and Video portfolios, which will not only meet the City of Brea's Police Department current needs but will also scale to future enhancements in years to come.

This proposal specifically includes the following subsystems as required by the City:

- Avigilon Control Center and Fixed Video Cameras – Providing advanced video signal processing and search capabilities, analytics via powerful Artificial Intelligence (AI), storage, and integration with CommandCentral Aware. Detailed information on what is included is in the section 2.1 of the proposal.
- Vigilant License Plate Reading – Providing powerful AI to recognize and read license plates in the harshest of conditions; integrated with the most comprehensive database (LEARN) to provide real-time alerts when "hot hits" are detected; integrated with CommandCentral Aware. This proposal includes subscription licensing for hardware and software including fixed-mount cameras (as described in section 2.2), access to the LEARN database, and network connectivity interface equipment (connectivity provided by Customer).
- CAPE Drone Software Solution – It is a drone flight control software platform that facilitates local and remote piloting, live streaming to anywhere in the world, evidence-grade video management, and integration with CommandCentral Aware. The Detailed information on what is included is in the section 2.3 of the proposal.
- CommandCentral Aware – Providing real-time information to dispatchers and Real Time Operations Center agents via comprehensive mapping, event monitoring, alerting, and video streaming tools. This proposal includes subscription licensing for up to twenty (20) named user accounts over a five (5) year period. Additional details are included in section 2.4 of this proposal.

These elements lie within the Real Time Intelligence, Analysis & Investigation, and Fixed/Mobile video portions of Motorola's public safety applications ecosystem. Our purpose-built ecosystem readily integrates with the products included in this proposal and additional Motorola products currently owned or contemplated by the City.



The following System Description provides an overview of the applications and equipment included in this proposal, as well as an overview of the many elements that can be integrated with CommandCentral Aware to keep pace with the evolution of the City’s Integrated Crime Center objectives. The System Description is followed by a Statement of Work illustrating the manner in which Motorola will deliver the solution and the responsibilities of both Motorola and the City. The final element of this proposal is pricing, which is found immediately following the Statement of Work

Section 2

System Description

The City of Brea Police Department is continuously scaling its day-to-day operations to meet the growing needs of the City, and hence the need to collect, analyze, and display various data streams intelligently is becoming more critical than ever. Disparate sources of information need to be organized and processed in a way that provides the right information to the right people to make quick accurate decisions in the moments that matter. In this mission of the City to build and scale their Integrated Crime Center, real-time data processing from various sources seamlessly and accurately is of critical importance.

As a long-term public safety partner to the City of Brea Police Department, Motorola Solutions understands the needs and growth plans of the City. We are proud to be able to offer an entire end-to-end suite of public safety products, starting with community engagement and moving through the public safety life cycle all the way to jail and inmate management. Motorola's extensive public safety ecosystem not only allows the City of Brea Police Department to integrate their existing products like VESTA 911, Flex CAD, and P25 LMR Radio System into the solution but also provides access to the ever-growing and evolving portfolio of solutions in the pursuit of building a real-time crime center.

Motorola strongly believes that investment in a single-vendor solution across various stages and public safety functionalities provides many efficiencies and cost-saving benefits that will put the City of Brea Police Department in the best position possible for the future. The Solution proposed in this offering definitely focuses on the specific needs you have today, but also builds for the entire organization in years to come. The following solutions are included as a part of this proposal:

- Avigilon Control Center and Fixed Video Cameras
- Vigilant License Plate Reading
- CAPE Drone Software Solution
- CommandCentral Aware

The sections below provide a details understanding of what is proposed and how it will integrate seamlessly into CommandCentral Aware meeting the needs of the City.

2.1 Avigilon Control Center and Fixed Video Cameras Solution

2.1.1 Overview

Motorola has partnered with Am-Tec security and network solutions to provide the City the Aviligon video management solution that will not only help meet City's need today but also provide a platform that will expand and grow. Motorola and Am-Tec have worked with the City to understand and integrate the existing

camera system into an integrated Avigilon Control Center solution that provides video analytics, effective monitoring, and proactive, real-time response for security personnel. Also included is a new Avigilon camera solution to meet the growing needs of the City.

ACC combines an intuitive interface with advanced artificial intelligence (AI) search technology for a full-featured integration with CommandCentral Aware. Avigilon offers analytics embedded in Avigilon cameras up to 5K (16 MP) resolution.

Based on the requirements of the City, the following hardware, software and services are included in the solution proposed:

- Provide and Install qty (5) Rack Mountable Avigilon NVR5 Network Video Recorders with 5 Year ACC Enterprise Smart Plan (Rack space provided by the City).
- Configuration of customer provided network.
- Updates and activate Licenses and configure the end-user administrator access as required.
- Add existing City of Brea Police Department's qty (299) cameras to the Avigilon environment.
(Note: It is assumed that the cameras are accessible and the credentials are known/correct. Any camera that is unreachable or inaccessible will need to be troubleshot upon approved change order.)
- Install client software on four (4) end-user City provided workstation.
- Qty (6) - 8MP IR PTZ Cameras and accessories with 5 Year ACC Enterprise Smart Plan (No installation included).
- QTY (6) - 4x5MP H5A Multi Sensor Cameras and accessories 5 Year ACC Enterprise Smart Plan (No installation included).
- Additional QTY (14) - 8MP IR PTZ Cameras and accessories with 5 Year ACC Enterprise Smart Plan (No installation included).
- Additional QTY(42) - 4x5MP H5A Multi Sensor Cameras and accessories with 5 Year ACC Enterprise Smart Plan (No installation included).

2.1.2 System Components

2.1.2.1 Avigilon Control Center

In addition to providing the user interface to access live streams and archived video, Avigilon Control Center includes powerful analytics and AI-enabled functionality to simplify the video management workflow and ensure critical events do not go unnoticed. ACC enables users to efficiently process and truly utilize video as actionable data during mid- and post-incident response.

Avigilon's next generation analytics engine delivers improved accuracy by:

- AI Powered Notifications and Events
- Expanded Object Classification
- Unusual Motion and Activity Detection
- Advanced Pattern-based Analytics

System Description

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- Teach-by-example Technology
- Powerful Forensics

When integrated with CommandCentral Aware, this solution includes the integration of Avigilon AI and alerting functions with CommandCentral Aware’s event monitoring and mapping applications. Alerts triggered by video analytics appear in the event monitor. Camera locations are included in GIS/mapping layers to easily geo-correlate available video assets with the location of alerts and incidents. Simply clicking the camera icon on the CommandCentral Aware map immediately brings the camera’s video stream into focus. The Avigilon subsystem is one of many elements providing analytics and alerting information to CommandCentral Aware’s rules-based incident management functionality as City of Brea Police Department’s Integrated Crime Center evolves.

2.1.2.2 Network Video Recorder

Avigilon’s fifth generation Network Video Recorders offer the highest capacity, retention and throughput to provide secure, reliable and scalable platforms for high-performance security solutions. Reliable solid state drives configured with redundant arrays of individual disks (RAID) provide a highly available and resilient systems that rapidly store and protect your data.



This solution includes a single NVR5 PRM with 432 TB of useable storage. The NVR is located centrally and hosts the Avigilon Control Center video management solution. Together, the NVR and ACC serve as the interface to CommandCentral Aware – providing video streams, analytics, and alerts to the CommandCentral Aware video management system proxy and user interface. Motorola suggests co-locating the NVR with the CommandCentral Aware cloud connect server.

The proposed NVR includes Avigilon AI, providing built-in server-side analytics to all connected video streams – combining high performance recording with powerful analytics in an easy-to-deploy, turnkey solution.

2.1.2.3 Avigilon Cameras and Sensors

This proposal includes combination of 8MP IR PTZ Cameras and accessories and 4x5MP H5A Multi Sensor Cameras and accessories as per the City of Brea Police Department needs.

This solution includes the cameras within Avigilon’s H5 Multisensor product line, which combines Avigilon self-learning video analytics with exceptional video coverage. These cameras feature four individually adjustable camera sensors that can be positioned to monitor virtually any area. Each multi-sensor camera requires only one license within Avigilon Control Center, delivering greater levels of actionable data with a highly efficient return on investment.





The camera incorporates H.265 compression technology to significantly reduce the bandwidth required of customer-provided connectivity, and make the most efficient use of storage capacity. Avigilon LightCatcher™ technology enables the camera to provide exceptional image quality in challenging lighting conditions. Optional add-on infrared modules provide even greater image quality in low- or no-light conditions.

With self-learning analytics on board, the H5 multi-sensor camera can detect and differentiate people and vehicles from regular motion, and notify operators of potentially critical events that may need further attention. The specific rules-based analytics supported by the proposed camera are as follows:

- Motion Detection
- Objects in Area
- Object Loitering
- Objects Crossing Beam
- Object Appears or Enters Area
- Object Not Present in Area
- Objects Leave Area
- Object Stops in Area
- Direction Violated
- Tamper Detection

The Avigilon camera portfolio has a broad range of functionality, including remotely controlled pan-tilt-zoom and advanced analytics such as facial recognition, mask detection, and appearance search cameras. Motorola looks forward to further reviewing City of Brea’s Police Department’s requirements and adjusting the final design accordingly.

2.2 Vigilant License Plate Reading Solution

2.2.1 Overview

As a part of an integrated video solution, Motorola has worked with the City to understand and design the Vigilant License Plate Recognition Solution. Working with the City, Motorola has identified the following locations where the proposed solution will be installed. The existing mounting structures will be used in this project and any structural upgrades or modifications are the City’s responsibility.

Site #	Location
1	Whittier Ave & San Juan Dr
2	W Central Ave & De Jur St (WB, EB)
3	W Lambert Rd & Pioneer St (WB, EB)
4	S Puente Ave & Eadington Dr
5	Brea Blvd & Juniper St (NB)
6	State College Blvd & Elm St (NB, SB)
7	Associated Rd & Imperial Hwy (SB, NB)
8	Placentia Ave & Arts Ave (NB, SB)
9	Kramer Blvd & Imperial Hwy (NB, SB)

System Description

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Site #	Location
10	Valencia Ave & Elm St (NB, SB)
11	Rose Dr & Vesuvius Dr (NB, SB)
12	Santa Fe Rd & Carbon Canyon Rd (NB, SB)
13	Santa Fe Rd & Tapia Ln (EB, WB)
14	Brea Blvd & Canyon Country Rd

As required by the City of Brea Police Department, Motorola has included the following hardware, software and services for License Plate Reader (LPR) solution in the proposal for the locations mentioned above:

- Qty(38) - L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable.
- Qty (6) – L6Q (Solar) Camera with accessories
- Qty (24) - Vigilant Fixed Camera Communications Box.
- Qty (4) - Photo Cell Adaptor for 120V.
- Qty (38) - Fixed LPR Camera Bracket.
- Qty(20) - Solar Power Pole Adaptor (Cobra Head Solar Sensor).
- Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments.
- Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years.
- Vigilant Hosted/Managed Centralized LPR server via LEARN.
- Installation, Configuration and Testing services as described in the statement of work section.

Below table shows the detailed BOM included for this solutions.

Item	Description	TOTAL
VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	38
BCAV1F2-C600	Vigilant Fixed Camera Communications Box	24
Photo-120-Adapator	Photo Cell Adaptor for 120V	4
VS-FX-UNI-POLE-WALL-ASSY	Fixed LPR Camera Bracket	38
Solar Power Pole Adaptor	Solar Power Pole Adaptor (Cobra Head Solar Sensor)	20
VSBSCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	5
CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years	38
VSFS-L6Q-SOL-S-	Fixed LPR Subscription Package - L6Q (Solar)	6
VS-L6Q-SPEB	L6Q Solar Panel Expansion Battery Only	6
PP-L6Q-SUB----	Annual Prepaid Subscription - No Cellular - 1 L6Q camera via 1 Year	8
L6Q-REPPLAN	L6Q Annual Replacement Plan	30

System Description

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Item	Description	TOTAL
VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN	1

2.2.2 LPR Components and Functionality

The base elements of the proposed solution provide a standalone, dedicated LPR system that includes tools to detect LPR “hot hits,” rapidly analyze the information, and greatly enhance the response process. The workflow of the LPR system efficiently executes these tasks:

- Capture images,
- Accurately extract vehicle license plate, make and model data,
- Apply date, time and GPS location,
- Trigger real-time alerts,
- Perform in-depth search and analyses to uncover insights
- Inform immediate decisions during an incident,
- Aid in investigations and future decisions.



Vigilant’s best-in-class LPR algorithm, patented search and analysis techniques, and broad alerting capabilities greatly increase the efficiency and effectiveness of the public safety response. Vigilant also provides unparalleled control over data retention and easy sharing with agency partners to ensure City of Brea Police Department has the data it needs to solve cases.

Also included is the integration of the LPR system with CommandCentral Aware. LPR alerts are combined with alerts generated by other systems integrated within CommandCentral Aware’s event monitor. Integrating LPR alerts with the alerts generated by other systems provides a greater understanding of the nature of incidents as they arise – increasing situational awareness and the efficiency of the response.

CommandCentral Aware also displays the location of LPR alerts in its mapping application. The map geo-correlates LPR “hits” with the locations of assets such as Avigilon cameras, and alerts generated by other integrated systems (CAD incidents, Avigilon analytics, sensors, etc.).

2.2.2.1 Vigilant PlateSearch and Extensive Analysis

Part of the LEARN platform, PlateSearch is a vehicle location intelligence solution that builds upon plate recognition techniques with patented, powerful analytics. With PlateSearch, users easily find and review the location history of a vehicle of interest and determine where it may be located in the future. It provides complete and partial search capabilities with date and time filters to focus on detections that are most relevant. Detection data is displayed in a timeline and mapping views that include best address and time-of-day heat maps to facilitate intercepting vehicles of interest.

Vigilant’s powerful analytics capabilities augment investigations by identifying vehicles that “connected” to each other or specific locations. Location-based Stakeout search capability allows users to create geofences, time and data ranges, and apply filters to find a vehicle that has entered a specific area. “Associate”

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or “Convoy” analyses broaden the ability to find vehicles of interest by identifying other vehicles, which have been parked near or traveling with the target vehicle.

2.2.2.2 Hot Lists

Hot lists provide a means of creating lists and alerts for vehicles of interests to City of Brea Police Department and partner agencies. Hot lists are shared to enhance collaboration among law enforcement partners. Alerts are delivered by multiple methods, including the aforementioned integration with CommandCentral Aware. Alerts are received by:

- Patrol officers equipped with LPR Mobile Companion software on smartphones or laptops,
- Detectives via text or email, as well as the Mobile Companion,
- Dispatchers equipped with the Target Alert Service Windows application.

2.2.2.3 Data Management

PlateSearch allows agencies to determine the agencies with which data is shared and how long data is retained. Additionally, as the centralized location to manage the LPR camera network, PlateSearch allows agencies to ingest LPR detection data from third party systems. Within the LEARN platform there are:

- 1,800+ agencies on the LEARN platform capable of data sharing,
- 35 Billion+ detection records from agency and business partners,
- 600,000+ daily hot list alerts initiated for vehicles of interest.

2.2.2.4 LPR Cameras

This proposal includes the Vigilant L5F high-performance fixed camera system developed for high-speed, high-traffic volume roadways. The L5F is ideally placed at critical points of entry, major intersections, and high-traffic areas. It is equipped with unprecedented low light performance, a global shutter to ensure clear image capture of plates moving at high speeds, and an extended range of lens lengths to scan vehicles at distances near and far. High speed data processing supports up to four (4) cameras scanning at up to sixty (6) frames per second.

As with other Vigilant cameras, the L5F seamlessly integrates with the suite of software solutions including PlateSearch described above. The camera also supports video streaming via Open Network Video Interface Forum (ONVIF) compliant formats (H.265, H/265, MPEG, and JPEG); thus, capable of integrating with adjacent video management systems. Additionally, the L5F interfaces with multiple types of backhaul connections including LAN, Wi-Fi and 4G/LTE.

The most common form of connectivity is LTE. As noted in the Statement of Work, Brea PD will provide the LTE subscription and associated SIM for each camera.



L5F

This proposal also includes L6Q Quick Deploy cameras and associated configuration services. The L6Q is offered as an addition to Brea PD’s license plate reading program – geared specifically for rapid, temporary installations supporting tactical situations, or permanent installations in areas of lower traffic.

The L6Q is equipped with a convenient carry case, LTE antenna kit, solar panel, and 12 amp-hour solar expansion battery for extended battery run-time. With optional accessories, power options include 12-volt DC and AC. Wireless interfaces also include Bluetooth and Wi-Fi. Mounting hardware adapts to most poles, T-poles or common infrastructure with included band-ties, lag bolts, and ball & socket base.



L6Q Quick Deploy Camera

2.3 CAPE Drone Software Solution

2.3.1 Overview

As the City’s needs evolved, Motorola has included in this proposal a solution to provide CAPE Drone Software to host the information by the Drones provided by the City. The CAPE-equipped drones are

System Description

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integrated seamlessly into the City’s daily workflows for a quicker response to active situations and an evidence-grade record of events. Emergency response teams equipped with drone technology rapidly make informed decisions from a safe distance—ultimately reducing injuries and saving lives.

Included in this proposal is

- QTY (2) of CAPE Standard (Year 1, 2 and 3) – UAV / Drone Subscription Service Solution which consists of the following components:
 - Concurrent Tactical Flight License
 - Free Flight Mode Only (No GeoFencing)
 - Live-streaming up to 49 viewers
 - CAPE Pilot, CAPE Command Center, CAPE Watch
- QTY (2) CAPE Premium (Year 2 and 3) – UAV / Drone Subscription Service Solution
 - Concurrent BVLOS Flight License
 - Free Flight Mode w/ GeoFencing, Obstacle Avoidance, Full DFR Features
 - Live-streaming up to 49 viewers
 - CAPE Pilot, CAPE Command Center, CAPE Watch
 - Full Telepresence Beyond Visual Line of Site (BVLOS) DFR Operation

CAPE is a drone flight control software platform that facilitates local and remote piloting, live streaming to anywhere in the world, and evidence-grade video management.

By integrating CAPE-equipped drones into daily workflows, agencies can assess and make decisions active situations sooner, saving time and money.

Whether your department is just getting started with first drone or pursuing an advanced drone-as-a-first-responder (DFR) program, CAPE has the tools for successful drone management. It is a scalable, subscription-based solution that accommodates both prospective and existing deployments. CAPE supports a growing list of drones, allowing your department to use the hardware that best fits your needs.



on
your
needed

2.3.2 Service Description

CAPE Drone Software is a drone flight control software that facilitates live streaming, video management capabilities, and Line-of-Sight (LOS), Teleoperation-Line-Of-Sight (TLOS), or Teleoperations Beyond-Visual-Line-Of-Sight (BVLOS) operations dependent on customer subscription. It supports various drones and it can integrate with the Customer’s new or existing hardware.

CAPE Drone Software is delivered through a subscription-based Software-as-a-Service (SaaS) model.

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Motorola will perform the following implementation tasks to prepare the Customer's system/network for CAPE Drone Software functionality.

	Work Item	Description
Site Specific	Creation of Subdomain	Create unique URL name per the naming convention.
	Hardware Setup	Determine and recommend proper hardware requirements for the need of the customer UAS program.
	Network Configuration	Work with Customer IT in configuring firewall profiles with the correct ports and IP address ranges.

2.3.3 System Requirements

The Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services. Customer is solely responsible for any fees, including internet connection or mobile fees, that incur when accessing the Services and transferring data.

The following minimal specifications are required for the CAPE Drone Software to have base functionality (to be provided by the City):

- WiFi and WAN Network connectivity at all launch facilities:
 - Teleoperator desk/office: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.
 - Pilot In Command (PIC) launch location: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.
- PIC launch location: Dedicated bandwidth minimum of 20Mbps upload and 20Mbps download.
- Minimum 4G LTE wireless connectivity (if a network access point is not available).
- IT firewall profile configuration must be maintained at all times to allow ports and IP address ranges to operate CAPE.
- Electrical and A/C for housing drones based on the manufacturer’s operating instructions and specifications.
- For Drone as a First Responder (DFR) launch minimum 8ft. x 8ft. Landing Pad at all launch locations.
- Part 107 Certified Pilots.
- Hardware required to support CAPE operations.
- UAS / Drone Hardware supported by the CAPE software.

2.3.4 System Features and Benefits

2.3.4.1 Versatile Drone Control for Public Safety

CAPE is powered by three software applications designed to pilot a local drone, take command of an in-flight drone from anywhere, and watch live streaming from a drone in flight.

System Description

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CAPE Pilot enables safe drone operations for drone control in the field from a tablet.

- Allows control of drones with manual override ability.
- Supports geofencing for obstacle avoidance.
- Automatically returns drone to home when needed.
- Automatically uploads flight data to the cloud.
- Provides live streaming capability for any drone with an HDMI interface.

CAPE Command enables control for your command center using a Chrome browser.

- Allows remote semi-autonomous operation of drone, cameras, and sensors.
- Uses predefined locations and routes.
- Streams and manages video.

CAPE Watch enables viewing in real time from any mobile device for the whole team.

- Securely views live video streams from anywhere with low latency.
- Receives alerts regarding live flights.
- Displays drone location updates.

The CAPE Starter package provides live streaming capability for any drone with an HDMI interface.

The CAPE Standard subscription package includes tactical line of sight capability with full geofencing, or free flight options.

With the planned future addition of the CAPE Premium subscription package, the following will also be included: a proprietary Telepresence Line of Sight (TLOS) capability and Beyond Visual Line of Sight (BVLOS), allowing for remote operation of the drone within 400 meters of visual sight, and telepresence control beyond 400 meters. For DFR subscriptions, the FAA approval process can be simplified by incorporating our controls into your "Risk Mitigation and Emergency Procedure" policy. This ensures compliance with built-in safeguards, including object avoidance, safety geofences and emergency mitigations that confidently handle complex flights with operations in restricted airspaces.

2.3.5 Increased Situational Awareness

CAPE improves your team's access to real-time information in emergency situations, helping them make more informed decisions. It allows your team to evaluate active incidents remotely through a drone livestream using an Android or iOS device. This includes command center staff and responders *en route* to an incident.

2.3.6 Faster Response Time, Increased Safety

CAPE helps your team remotely assess threat levels, prioritizing the safety of your officers. Drones can be deployed in seconds, arriving at crime scenes quicker than any other vehicle. When drones arrive at the scene first, command centers can better identify and dispatch resources. With CAPE, your team can potentially resolve threats without deploying officers.

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2.3.7 Automatic Evidence Capture

CAPE allows drones to immediately store images and videos as they are captured. Evidence is automatically uploaded and stored on a secure cloud platform, eliminating the need for the drones to travel back to the command center for upload.

2.4 CommandCentral Aware Solution

2.4.1 Overview

To integrate and provide a unified platform for the City to consolidate all the new data collection systems described above and existing data system that the City owns, and have a unified interface to view them all, Motorola proposes CommandCentral Aware Suite.

Motorola's CommandCentral Aware solution for City combines disparate systems and data into an accessible, "single pane of glass" user interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

Users that can benefit from accessing CommandCentral Aware include but are not limited to Dispatchers, PSAP Supervisors, Real Time Crime Analysts as well as Investigators.

The agency can increase the value of current investments by connecting CommandCentral Aware to other software platforms. These integrations can include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), and/or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

Designated Entities

The entities participating in the CommandCentral Aware solution are:

- City of Brea Police Department.

Application Software and System Components

The CommandCentral Aware solution includes the following elements:

- CommandCentral Aware Plus with up to twenty (20) Named User Licenses and 5 year subscription.
- Spillman Flex CAD Integration for incident and/or unit location Automatic Vehicle Location (AVL).
- VESTA Call Handling Integration for 911 Call Data.
- Vigilant License Plate Recognition Integration.
- CommandCentral Evidence Standard 500 GB storage and 5 Named User Licenses per year.
- Avigilon Control Center (ACC) Integration.

System Description

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- Cape Drone Integration.
- One Cloud Anchor Server Hardware.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.

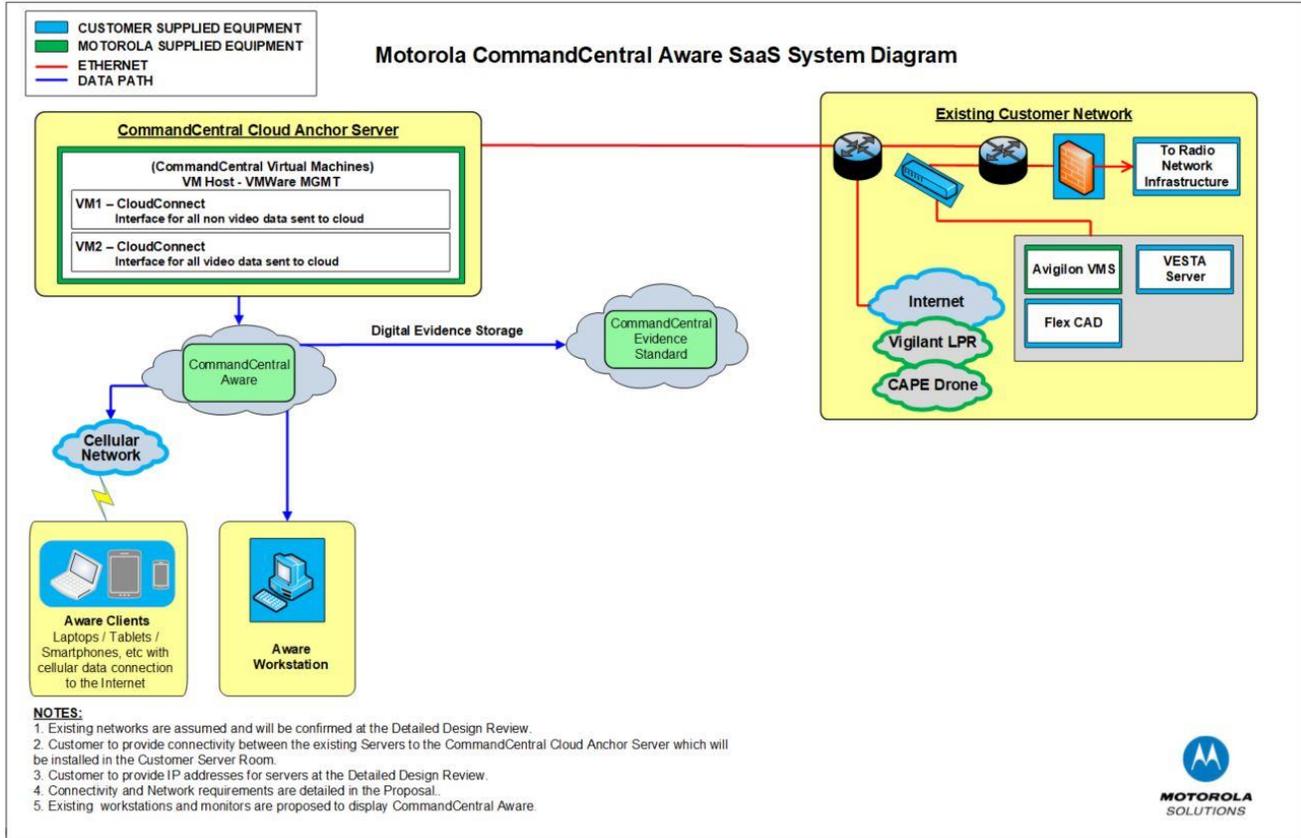


Figure 2–1: CommandCentral Aware Representative System Diagram

2.4.2 CommandCentral Aware Features

CommandCentral Aware provides location and alert capabilities to improve public safety response, described in the sections below.

Mapping

CommandCentral Aware features a unified interface to display locations and alerts. Users can view all location-based data on the map display to enhance decision making. CommandCentral Aware Mapping features also include the following:

- Event Monitors – View CAD incidents, open-source data alerts, and sensors on a map. This map can consist of Esri online, Esri server, or static map layers. This map can be modified with other data layers.

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- Data Layer Panel – Show or hide data layers to refine the map view.
- Event Information Display – View details associated with each icon on the map.
- Historical Map – View a 90-day lookback of CAD incidents, service requests, or emergencies. An export tool extracts the recreated timeline to KML format to view in Google Earth or ESRI ArcGIS Pro. Aware's Historical Map view enables users to interact with video assets that were available during the selected, historical time-frame. If the camera (and its relative VMS) has the ability to play recorded footage, the recorded footage of the selected time frame can be played in Aware's Video Module directly from the Historical Map.

Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries, including nearby items and geographic boundaries. This geospatial processing enables intelligence-driven analysis in order to focus on the concentrated area of concern and orientate those responding.

Data sets help users to:

- Refine displayed data based on the geographic area defined per user. Data includes area, beat, sector, precinct, zone, or quadrant.
- Find nearby entities by predefined distance. Parameters include closest camera while in route, closest cameras to an event - CAD, gunshot detection, alert.
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

Weather Integration

CommandCentral Aware includes integration with Weather services. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. Weather services also provides the following data:

- Location key for the desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

Rules Engine

The Command Central Aware rules engine allows users to create rule-sets to trigger actions based on event types. For example, users can highlight rows in the Event Monitor and customize sound alerts for critical incidents. These visual and audio triggers reduce the number of steps needed to support an incident.

Floor Plan Integration

CommandCentral Aware allows the ability to view building floor plans in the Map Module enabling users to see detailed building levels, switch between floors, and look for specific rooms or cameras on each floor. Clicking the map opens a floor plan widget at the bottom of the window where users can change the view between floors in a building. The Indoor Cameras Tool allows users to place cameras on the building floor it is located on, providing more granularity in locations where cameras are installed on multiple floors. Floor plan files must be in AutoCAD DXF format to be supported by CommandCentral Aware. There are twenty five (25) floors included with CommandCentral Aware. Each additional floor will incur an additional cost.

2.4.3 CommandCentral Aware Integrations

CommandCentral Aware can integrate with various tools and solutions, described in the sections below.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with CAD systems to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, and location of devices or units). The application consumes event-driven data from multiple CAD systems, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video.

VESTA 911 Call Handling Integration

CommandCentral Aware integrates VESTA 911 call data. The CommandCentral Aware application displays key caller events, such as 911 ringing, connects, and disconnects, alongside location updates to monitor the status of wireless callers. This provides essential information to assist personnel responding to an incident. In addition, a view of a call-based heat map helps PSAP resources understand where the volume of calls is coming from and improve the decision making process.

- Authenticates 9-1-1 calls for Hybrid Enhanced Location information.
- Maps Text-to-9-1-1 calls.
- Displays links to building footprints and Automated External Defibrillator (AED) locations.
- Presents user-supplied profiles in the same interface with mapping and display of landline, VoIP, and wireless 9-1-1 calls.

For this integration to be successfully completed, the City will have to work with their existing VESTA 911 provider, AT&T, to enable VESTA Edge. AT&T will need to provide the products and services to deploy, configure and enable VESTA Edge.

Once VESTA Edge is functional, the CC Aware team verifies receipt of 911 call / event data published to the CC Aware cloud and completes the remainder of the interface.

Vigilant License Plate Recognition (LPR) Integration

CommandCentral Aware integrates with the Vigilant LEARN solution, which enables search and analysis of Vigilant LPR detections within the Aware Map Module. When a license plate detection displays in real-time on the Aware map, the license plate can be searched directly from the CommandCentral Aware interface enabling you to see previous historical detections (time, date, location) and additional details associated

with the license plate. With an existing Vigilant LEARN subscription, users can analyze and research the LPR hit for more information and research the plate from the LEARN database.

Capabilities of Motorola's LPR system are as follows:

- Photograph a vehicle and focus on its license plate in moving traffic.
- Raise an alert, show a photo of the vehicle and license plate, and display why it is of interest in response to a match.
- Mine and analyze plate identification data for patterns.
- Map all locations related to a single plate to locate and map vehicle movements. The web interface allows data to be shared across multiple locations and agencies. Create wildcard hotlists with partial license plate numbers, and hotlists that notify assigned investigators of hits without alerting in-car vehicle officers.
- Associate related data from disparate systems to get a full view of an incident or hot-list hit/alarm occurrence via the Correlation Engine. Display nearby video sources based on the LPR hot-list hit/alarm, sensor alarms, and provided third-party data alerts.
- Enforce parking with digital tire chalking for enforcement of time-limits and residential, university semester, employee, short-term, and shared permits.
- Support law enforcement and city surveillance with live data transmission between vehicles and the back office, and back office data mining and geo-fencing.

CommandCentral Evidence Integration

CommandCentral Aware integrates with CommandCentral Evidence. This cloud-based digital evidence management application streamlines collecting, securing, and managing multimedia evidence content. This application simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified storage framework. Users can upload digital evidence from a variety of sources to CommandCentral Evidence to quickly build cases.

Evidence is easy to search, correlate, and review alongside other case-related information from the RMS/CAD database. Relevant content can be marked and sorted to quickly locate critical information from a centralized touchpoint. This allows personnel to make informed decisions from a more organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

CommandCentral Aware users can clip videos from live or recorded video streams from CommandCentral Aware, define a start and end time for the video clip, tag the clip with an incident ID, and save a copy of the video directly to CommandCentral Evidence. This workflow is streamlined from the CommandCentral Aware application. Native metadata from the camera source (time, date, GPS location) are automatically copied over to the video stored within Evidence. CommandCentral Aware users can easily switch over to Evidence to perform redactions, share with external judicial partners or the public, or perform other digital evidence management tasks. Since CommandCentral Aware and Evidence both exist within the CommandCentral ecosystem, Single Sign-on is used avoiding the need for separate logon credentials.

2.4.4 CommandCentral Aware Video Solution

As part of CommandCentral Aware, the Video View module consumes video content from a variety of Video Management Systems (live and recorded, fixed and mobile). Each VMS offers a variety of tools via an SDK. These tools can include, but are not limited to, location, user-controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and historic search of recorded video. These features improve productivity and increase responder safety.

The Video View module can also consume video analytics of automated license plate recognition and object detection. These capabilities refine video feeds to accurately assess detail that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral Aware allows for specific use case definition expanding automated intelligence into the application via:

- **Workflow Configuration** – Associate related data from different systems to get a comprehensive view of an incident or threat. Display nearby video sources based on CAD incident, sensor alarms, and provided third-party data alerts.
- **Real-Time Video Streaming** – Patrol the community or view an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS. Users can reference the video source, date, time, and location, as well as customize camera groups for quicker access to particular locations.
- **Camera Field of View** – Define FOV and view on the map display. Users can toggle cameras off and on that may or may not be pointed in the direction of the incident.
- **Video Camera Audit Log** – Capture user interactions and record them in a log.

Table 2-1: Supported Video Capabilities within CommandCentral Aware

Feature	Description
Camera Import	Importing cameras and the directory tree from VMS to CommandCentral Aware.
Camera Location	Use coordinates stored in-camera custom fields at the NVR (or) pulls geo-location coordinates from the camera units. Specifically identified during installation.
PTZ	Control of pan, tilt, and zoom (PTZ) functions on capable camera units that have been imported into CommandCentral Aware.
PTZ Presets	PTZ cameras predefined pan, tilt, zoom values are applied to live feed.
PTZ Tours	PTZ cameras execute a scan of its vicinity.
Live Video	Direct feed from the camera as provisioned in the VMS system.
Recorded Video	Playback video from the archive.
Live Snapshots	Perform a screen capture of the live scene to send as an attachment via messaging service.
Recorded Snapshots	Isolate and capture a section of the recorded video to be distributed by the messaging service.
Recorded Fast Forward	Display frame recorded sample at a faster rate playing forward.
Record Fact Backward	Display frame recorded sample at a faster rate playing backward.

System Description

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Digital Zoom	Magnifies a selected area for live and recorded video.
Video Export	Ability to prepare a video clipping for export to messaging or evidence collection.
Bookmark	On Live View and Recorded Playback, the bookmark automatically captures the camera information, the date, and time stamps for the video, and enables you to input the bookmark author, a name for the bookmark, and an optional description, plus an associated incident identifier. Bookmark fields can be edited later, except for the date, time, and author fields.

2.4.5 Avigilon Control Center (ACC) & Video Analytics

The Avigilon Control Center (ACC) uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel. ACC combines an intuitive interface with advanced artificial intelligence (AI) search technology for a full-featured integration with CommandCentral Aware. Avigilon offers analytics embedded in Avigilon cameras up to 5K (16 MP) resolution.

This ACC integration includes the following:

- **Advanced Pattern-Based Analytics** – Avigilon advanced video pattern detection technology accurately recognizes the movements of people and vehicles while ignoring motion not relevant to a scene. The system’s self-learning ability reduces false positives and helps make alerts more meaningful.
- **Teach-by-Example Technology** – Avigilon teach-by-example object classifier technology allows users to provide feedback about the accuracy of alarm events generated by Avigilon devices. Rather than decreasing analytics sensitivity to reduce false alarms, the feedback trains devices to improve the accuracy of the analytics used to determine which alarms are real and which are false. This impacts a low false-positive alarm rate. Over time, the system learns the scene and is able to prioritize important events based on user feedback. This increases sensitivity to conditions that are of concern while reducing false alarms to keep the focus on what matters.
- **Avigilon Video Analytics Alerts Integration** – Avigilon ACC allow video analytics to send alerts to CommandCentral Aware. These analytics include object detection, motion detection, path crossed, and directional pattern changes.

The ACC rules engine enables users to selectively apply analytics-based events as alarms and rule triggers. These rules offer immediate notifications for suspicious activities to help CommandCentral Aware users monitor and respond more efficiently.

Avigilon to CommandCentral Aware integrates the results of the rules engine combined with video from the Avigilon VMS. The targeted video feed is displayed in response to user interaction and pre-defined scenarios based on a customizable rule set. Users can configure specific categories of events, such as CAD incidents, LPR alarms, or other alert reporting systems integrated into CommandCentral Aware, in relation to analytics to trigger video feeds. These real-time events and forensic capabilities detect and notify scene changes, missing objects, and rules violations. In addition to the live video and analytics, the connector supplies operator’s video display tools that control pan, tilt, zoom (PTZ) cameras, and playback of recorded video.

The following is a complete list of Avigilon Control Center (ACC) video analytics features for object detection and classification for live or forensic events that enhance the common operating picture and situational awareness capabilities of CommandCentral Aware.

System Description

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Table 2-2: Avigilon Control Center Video Analytics

Avigilon Analytics Rules for ACC	Analytics Rules Description (Objects are Classified as Person or Vehicle)
Objects in Area	The event is triggered when the selected object type moves into a specified region of interest.
Object Loitering	The event is triggered when the selected object type stays within a specified region of interest for an extended amount of time which is configured.
Objects Crossing Beam	The event is triggered when an Object or a specified number of Objects have crossed the directional beam that has been configured over the camera’s field of view. The beam can be unidirectional or bidirectional.
Object Appears of Enters Area	The event is triggered by each object that enters the specified region of interest.
Object Not Present in Area	The event is triggered when no objects are present in the specified region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the specified region of interest.
Objects Leave Area	The event is triggered when the specified number of objects has left a specified region of interest region of interest.
Object Stops In Area	The event is triggered when an object in a specified region of interest stops moving for the specified threshold time.
Direction violated	The event is triggered when an object moves in the prohibited direction of travel.
Camera tampering	The event is triggered due to sudden scene changes.
License Plate Recognition Analytics	New license plate recognition analytics engine with highly-accurate license plate capture, identification, and search for fast event response. Use watch lists to create alerts and actions when a license plate match is detected.

CAPE Drone Integration

The integration with CommandCentral Aware maximizes the power of CAPE. Save seconds and possible lives by bringing actionable insights to the forefront through a complete operating picture combining drone location and mapping, plus real-time drone video streaming in one central location.

2.5 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, Customer must provide the information required in the table below at the time of Project Kickoff for each interface/integrated system.

System Description

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Table 2-3: Aware Technical Discovery Requirements

	Customer Provided	Motorola Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Video Interface VM requirements		
Interfaces (Required for each Interface)		
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Additional VMS Interface Requirements		
Number of Cameras connected to each VMS		
VMS Archive and Archiver to Aware Client		
Provide GPS Coordinates for each camera		
Integration		
Customer IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Customer Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
Fileshare/Dump		
Webservices		
SOAP/REST		
SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data volume (calls per service, peak event rates)		

System Description

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	Customer Provided	Motorola Confirmed
Data Fields		
CAD event Geolocation data availability		
AVL/ARL data available?		
Event Types		
Icons		
Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
Manufacturer		
OS version		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Ingestion (may require system expansion**)		

2.6 Hardware Environment and Network Requirements

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Table 2-4: Cloud Anchor Server Installation Requirements

Installation Requirements
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.
Customer provided Internet access and Remote Access Capability
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Table 2-5: CommandCentral Aware Network Requirements

Component	Description
IP Address	Four static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Server.
Network Port	One network port for each VMS server. One network port for each VMS analytics appliance.
Network	Customer provided Internet access and Remote Access Capability

System Description

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Component	Description
Minimum bandwidth	1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Table 2-6: CommandCentral Aware Recommended Workstation Specifications

Component	Description
Processor	Intel Xeon 6136 @3.0 GHz (12 cores).
RAM Memory	32 GB or more memory
Drive	One NVMe 512G SSD.
Operating System	Windows 10 Professional
Network Interface Card	1 Gb port
Graphics Card	NVIDIA Quadro P2000
Display	Narrow Bezel IPS Display, 2560x1440 resolution
Monitor	27" monitor or larger

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (CAD, AVL, ALPR). Although CommandCentral Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

CommandCentral Aware Design Limitations

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 20,000 total fixed cameras can be supported per CommandCentral Aware instance.

Vigilant LPR Requirements

Bandwidth requirements include the following:

- 1 Gbps hardwire switched network between the Vigilant server and Cloud Anchor.
- Upload of ALPR data to the LEARN back office requires approximately 350 Kbps for each scan per second. Depending on maximum scan volume, the maximum bandwidth may need to be adjusted.
- The RTSP video feed from cameras requires a 1Gbps hardwire switched network device to allow for data communications exceeding four connected cameras.

Firewall requirements include the following:

- CommandCentral Aware clients will need access to the IP addresses of the Cloud Anchor and Vigilant servers (access to cloud platform endpoints).

- Ports that need to be open are TCP 80, TCP 443, TCP 3310 (or custom SQL Database Engine listening port that might have been configured for security reasons).
- The basic service requirements of the system through a firewalled environment consist of HTTPS web-based calls to a cloud back-office solution (LEARN) with S3 image storage, typically, through a mobile broadband endpoint. A local IP listener for RTSP video stream is used from cameras with TCP communications.
- Ingress requirements (firewall traffic in). For Wireless Broadband communications, we require TCP port 443 to communicate with the LEARN server backoffice to receive acknowledgement responses from the client. Camera Communications: TCP port 2000, 3000, 4000, 5000 (LAN/DSP).
- Egress requirements (firewall traffic out). For Wireless Broadband communications, the ALPR client requires TCP port 443 to communicate with the LEARN server backoffice. The HTTPS protocol is primarily used to communicate over TLS 1.0, 1.1, or 1.2 with 128-bit encryption ciphers or better. This allows for the upload of ALPR data to the LEARN web services and request for data from the LEARN services and Google Maps.

2.7 CJIS and Compliance

At Motorola Solutions, we believe compliance is a team effort. As our customers' partner in compliance, we employ privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) are available. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations are completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

Section 3

Statement of Work

3.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions (“Motorola”) system as presented in this offer to Brea Police Department, CA (hereinafter referred to as “Customer”). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work is performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

3.1.1 Award, Administration and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

3.1.2 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

3.2 Project Roles and Responsibilities Overview

3.2.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be appointed to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference or other remote method in filling its commitments as outlined in this Statement of Work. Motorola project team resources will be on site at the Customer location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. There may be other personnel engaged in the project under the direction of the Project Manager. The following provided descriptions of the primary roles engaged in the delivery of the project. One or many resources of the same type may be engaged as needed throughout the project.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with the Customer.
5. Identify and manage project risks.
6. Collaborative coordination of Customer resources to minimize and avoid project delays.

7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on a mutually agreed basis to discuss project status.
9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
10. Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. They confirm the delivered technical elements meet contracted requirements. They are engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include:

1. Assist the Customer with maximizing the use of their Motorola software and service investment.
2. Actively manage, escalate, and log issues with Support, Product Management, and Sales.
3. Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan.

3.2.2 Customer Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key Customer resources. It is critical these resources are empowered to make provisioning decisions based on the Customer's operational and administration needs. The Customer project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer assigned Project Manager (the primary Project Manager). This includes the management of any third party vendors that are Customer Subcontractors. The Project Manager's responsibilities include:

1. Communicate and coordinate with other project participants.
2. Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
3. Maintain project communications with the Motorola Project Manager.
4. Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.

5. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
7. Measure and evaluate progress against the Project Schedule.
8. Monitor the project to ensure resources are available as scheduled.
9. Attend status meetings.
10. Provide timely responses to issues related to project progress.
11. Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
12. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
13. Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
14. Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one representative(s) from the IT department.
15. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
16. Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
17. Ensure remote network connectivity and access to Motorola resources.
18. As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
19. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
20. Ensure a safe work environment for Motorola personnel.
21. Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be your Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola, your organization, and all stakeholders involved in the delivery of your new system. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola to proceed with scheduling the Project Kickoff event.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Additional Resources

Additional resources, such as trainers and database administrators may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of the Customer agency.

3.2.2.1 General Brea Police Department Responsibilities

In addition to the Brea Police Department Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

1. All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
2. Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. The Customer is responsible for providing Application Programming Interface (API) documentation to those systems that document the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of Customer Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. Customer SME's will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
5. The provisioning of Customer GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Google Meet.

3.2.3 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on-going operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance

requirements, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with your designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre- Implementation Review teleconference.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the online Learning Management System (LMS) training approach.
5. Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
6. Discuss the CommandCentral Solution Discovery Requirements checklist and verify Customer has a copy of the checklist.
7. Coordinate enabling designated Customer administrator with access to the LMS and CommandCentral Admin Console.

Brea Police Department Responsibilities

1. Provide Motorola with the names and contact information for the designated LMS and application administrators.
2. Collaborate with the Motorola PM and set the Project Kickoff meeting date.

3.2.4 Project Kickoff Teleconference

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

1. Conduct a project kickoff teleconference.
2. Validate key project team participants attend the meeting.
3. Introduce all project participants.
4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.

6. Review the resource and scheduling requirements.
7. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
8. Verify Customer Administrator(s) have access to the LMS and CommandCentral Admin Console.

Brea Police Department Responsibilities

1. Validate key project team participants attend the meeting.
2. Introduce all project participants.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this Statement of Work.
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.
8. Validate access to the LMS and CommandCentral Admin Console.
9. Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

3.3 Contract Design Review (CDR)

3.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach and contractual obligations of each party. The CDR commences upon conclusion of the Project Kickoff session.

Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

1. Review the Ordering Documents: System Description, Statement of Work and Project Schedule.
2. Review the technical, environmental and network requirements of the system.
3. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
4. Review and order contacted hardware.
5. Review the functional demonstration process for CommandCentral Solution and interfaces.

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6. Request shipping address and receiver name.
7. Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
8. Review the information in the Customer provided CommandCentral Solution Discovery Requirements checklist.
9. Grant Customer Administrator with access to CommandCentral Admin Console.
10. Grant Customer LMS Administrator with access to the LMS.
11. Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Brea Police Department Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.
2. Provide network environment information as requested.
3. Providing shipping address and receiver name.
4. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per the Agreement.

Completion Criteria

The CDR is complete upon Customer receipt of the CDR Summary report.

3.3.2 Video Management System (VMS) Design Review

The objective of the VMS Design Review is to collect all information required to connect and configure the CommandCentral Aware and VMS Interface(s).

Motorola Responsibilities

1. Identify the specific inputs required from Customer for all VMS interfaces.
2. Add VMS interface details to the CDR Summary report.

Brea Police Department Responsibilities

1. Discuss information on third-party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.
2. Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).
3. Gather data required to configure VMS interfaces and provide information as CSV or in Excel spreadsheets.
4. For VMS interfaces that will be configured for each location where Network Video Recorders (NVR) and cameras are installed, the Customer must provide all camera name, coordinates and IP mapping and the network plan in CSV or Excel files prior to Motorola commencing configuration of the VMS interfaces.

Completion Criteria

The VMS Design Review is complete upon Customer receipt of the CDR Summary Report.

3.4 Scope of Work – Avigilon Solution

Motorola Responsibilities

1. Provide all the hardware/ software and services as described in the system description.
2. Install and configure the Avigilon recording hardware and software at City of Brea Police Department.
 - a. Install five rack mountable Avigilon NVR5 Network Video Recorder
 - b. Configure desired network connectivity
 - c. Perform all updates and license activations
 - d. Configure end-user administrator access
 - e. Install Client software on four (4) customer provided end-user workstations.
3. Add qty (299) existing City of Brea Police Department cameras to Avigilon environment

Customer Responsibility

1. Provide required rack space in the facility of Police Department for the Avigilon NVR5 Network Video Recorder Hardware provided in this proposal.
2. Provide sufficient electrical circuits and power as required for the hardware.
3. Identify and provide the work stations for Avigilon End-user configuration.
4. Provide access and login credentials to the existing cameras that need integration with Avigilon environment.
5. Troubleshoot and fix any camera that is unreachable or inaccessible.
6. Install the new camera's provided as a part of this solution as per Motorola specifications.
7. Provide network connectivity for all the existing and new camera's to connect back to Avigilon ACC
8. Verify and provide permit if required with your local authority.
9. Any unexpected condition or exception beyond the standard scope of installation will require a change order.

3.5 Scope of Work – Vigilant LPR Solution

Motorola Responsibility

1. Provide hardware and software as described in the solution description.
2. Conduct site walks prior to installation in order to confirm the final camera placement.

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3. Install the proposed LPR equipment at locations as discussed during the quoting process up to a height of 14-18 feet. The locations have been defined in section 2.2 of this proposal.
4. Configure and commission the proposed system.
5. Provide facility and identify personnel for training and onboarding.

Customer Responsibility

1. Obtain all necessary permits and engineering drawings, as necessary. Motorola may obtain permits/drawing if mutually agreed upon as a change order, at additional cost to the Customer.
2. Provide and pay for data SIM card and services for each Comms Box VLP and L6Q.
3. Perform site walks with the Motorola team and provide necessary information and approvals required for installation.
4. Coordinate all the site utilities as required for the project.
5. Provide installation or modification of poles at Whittier Ave site.
6. Provide access to all installation locations.
7. Provide ALL points of attachment for hardware that include L5F LPR Cameras and VLP Comms Boxes and ensuring all equipment is attached in accordance with local policies and codes.
 - A. Customer is responsible for all poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
8. Provide 120V constant power source for the VLP communication boxes and dedicated 15-20 amp circuit breakers for protection.
9. Be responsible for purchasing ALL additional hardware outside of what is included with the Motorola purchased cameras and VLP Comms Box as it pertains to mounting and installation.
10. Provide any installation or modification of mounting structures as required.
11. Supplying any new infrastructure required to mount or attach the Motorola Solutions hardware to.

3.6 Scope of Work – CAPE Drone Software Solution

Motorola Responsibility

1. Provide the solution as proposed in the solution description section.
2. Perform the following implementation tasks to prepare the Customer's system/network for CAPE Drone Software functionality.

	Work Item	Description
Site Specific	Creation of Subdomain	Create unique URL name per the naming convention.
	Hardware Setup	
	Network Configuration	Work with Customer IT in configuring firewall profiles with the correct ports and IP address ranges.

3. Enable CAPE Drone Software on the Customer’s network.

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4. Provide CAPE Configuration Documents.
5. Create Customer accounts with the provided Authorized User information from the registration form.
6. Provide Customer access to the administrative portal.
7. Provide and configure the following information:
 - A. Flight logs.
 - B. Flight date and time duration.
 - C. Telemetry.
 - D. Flight error and warning notifications.
 - E. PIC and teleoperator info.
8. Provide on-site training.
9. Provide 24x7x365 post-implementation Support.

Customer Responsibility

1. Provide a Project Manager responsible for managing user accesses, data retention periods, and public flight data visibility.
2. Assign a Hardware Maintenance Designee responsible for ensuring that drones and related hardware are properly maintained and operational.
3. Implement or acquire UAS Safety Operating Procedures (SOP), Safety Risk Management (SRM), and Personal Protective Equipment (PPE).
4. Provide Fleet management and reporting.
5. Obtain, by own means or through a third party, FAA Waivers for drone operations.
6. In order to use CAPE, any end user who has registered an account with CAPE will be required to become an Authorized User. In registering for CAPE, Customer agrees to (1) provide true, accurate, current and complete information about the Authorized User as prompted by the registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
7. Provide email addresses for Authorized Users. Motorola will establish user accounts to CAPE for Authorized Users provided by Customer. Motorola will provide training to Customer pilots on the usage of Software.
8. Be responsible for all operating policies and procedures, Drone Hardware, Internet Connectivity and all IT equipment and infrastructure. Customer is also responsible for providing Drone Pilots and ensuring all such pilots have appropriate Federal Aviation Administration ("FAA") authorizations for all Drone operations. Customer is responsible for also obtaining any FAA Certificate of Authorizations ("CoA") and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations. Customer is responsible for selecting Drone Pilots capable of operating Drone Hardware.
9. Customer is responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup accounts and content in a manner that will provide appropriate security and protection, which may include use of encryption to protect content and routinely archiving content and data.

Limitations and Exclusions

1. Customer may access the Software and Services and administer permissions, including establishing Authorized Users authorized to access its Account. Access information for the Customer Account is its internal use only. Customer agrees to not sell, transfer or sublicense the access information to any other entity or person, except that Customer may enable access by its agents and subcontractors performing work on its behalf. Customer is responsible for the security of its passwords, use of its Account and for all activities that occur under its Account. Motorola, its affiliates and suppliers specifically disclaim any and all responsibility for unauthorized access to Customer Account. Customer agrees to diligently monitor its Account, to restrict use by unauthorized persons. Customer accepts full responsibility for any unauthorized use of the Services. Customer shall notify Motorola immediately of any unauthorized use of its password(s) or any other breach of security.
2. Motorola procures cloud hosting services from reputable third party vendors (such as AWS and Google) and has no control over the methods they use for security and integrity of data on their servers. Motorola will use reasonable efforts to coordinate platform maintenance activities with such providers but is not responsible for service interruptions or breach or other loss of data caused due to such third party providers.

Motorola reserves the right to delete any data stored in the solution thirty (30) calendar days after termination of the Agreement

3.6.1 Training

Motorola will provide on-site CAPE Software System Administrator and Pilot Training at the Customer’s agency. Training delivered on-site is described in the table below.

Work Item	Description
Flight Hardware Training	Understanding hardware requirements.
	How to set up hardware for livestreaming with the OEM’s controller.
CAPE Software Training	High-level overview.
	Application with hardware.

3.6.2 Go Live Support

Motorola will provide Go Live Support of the Customer’s efforts with commencing live operation use of the software for 8 weeks post-implementation. Upon the Go Live date, Motorola will provide Support on a 24x7x365 basis via Intercom, phone, and email. On-site Support is available if support needs cannot be resolved virtually.

3.6.3 Disclaimer

Motorola may collect, use and disclose quantitative data derived from the use of the Service for industry analysis, benchmarking, analytics, marketing, and other business purposes to the extent that is in support of

the provision of the Services; provided that any such data will be in aggregate form only and will not contain Authorized User personal data.

3.7 Scope of Work – Command Central Aware

3.7.1 Hardware/Software - CommandCentral Aware

Hardware and software activities account for the procurement, staging and configuration of server hardware.

3.7.1.1 CloudConnect Server Staging

The objective of this activity is to install the software components on the server procured by Motorola at our staging facility. The server will be tested and verified to be operational in a staged environment. Once validated, the server will be packaged and shipped to the Customer’s location for installation.

Motorola Responsibilities

1. Order contracted server related components for delivery to the staging facility.
2. Install and configure system software.
3. Ship staged system to the Customer’s installation site.

Customer Responsibilities

1. Receive the staged server and securely store it until Motorola installation.
2. Provide power and assign network IP addresses. Provide backup power, as necessary.
3. Provide network connectivity between the various networks.
4. Provide acknowledgement of receipt of delivered equipment.

Motorola Deliverables

Title/Description
Equipment Inventory
Staged System Delivery

3.7.1.2 CloudConnect Server Configuration

Motorola Responsibilities

1. Remotely configure Server and install VSphere license.
2. Remotely configure network connectivity and test connection to the server.

Customer Responsibilities

1. Provide remote access to the server remotely.

Statement of Work

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Completion Criteria

CloudConnect Server configuration is complete.

3.7.2 Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

3.7.2.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and third-party systems.
2. Configure interfaces to support the functionality described in the System Description.
3. Validate each interface can transmit and/or receive data in accordance with the System Description.

Customer Responsibilities

1. Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
3. Provide network connectivity between CommandCentral and the third-party systems.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. When information and access to systems is provided, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses, those costs will need to be addressed through the Change Order provision of the Agreement.

Motorola Deliverables

Title/Description
Contracted interfaces
1. VESTA 911 Interface (Customer must procure VESTA EDGE from AT&T)
2. SPILLMAN FLEX CAD Interface

Title/Description
3. AVIGILON ACC Interface
4. CAPE DRONE SOFTWARE Interface
5. Vigilant LPR Interface

3.7.2.2 VESTA 911 Interface Requirement

The existing City of Brea Police Department's VESTA 911 system requires an upgrade to the latest release (e.g. 8.x) in order to incorporate the latest VESTA Edge platform / interface to CC Aware proposed in this solution.

To successfully implement this interface between VESTA 911 and CommandCentral Aware, City of Brea Police Department will have to work with their VESTA 911 provider (AT&T) and acquire the following services (not scoped in this project). The City is required to procure the following services necessary for this implementation from AT&T:

- Upgrade the existing VESTA 911 system to the latest version compatible for VESTA Edge interface along with the implementation services.
- Modify the LAN / WAN to pass traffic to the CC cloud environment (for connection to the customer's instance of CC Aware).

Motorola can work with the City to facilitate this quoting process with AT&T. Once the VESTA 911 EDGE is configured by AT&T, this proposal includes the implementation and testing of this interface with CommandCentral Aware.

3.7.2.3 CommandCentral Aware Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems as described in the System Description.

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate each system can transmit and/or receive data.

Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

3.7.2.4 CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).

Statement of Work

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2. Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing Customer published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map layers.
3. Work with Motorola staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

CommandCentral Solution Geospatial Mapping configuration is complete.

3.7.2.5 CommandCentral Aware Floor Plans Configuration

Motorola Responsibilities

1. Import the floor plans into CommandCentral Solution.
2. Test floor plan layers and validate CommandCentral Solution is accessing and utilizing floor plans in the correct location and orientation.

Customer Responsibilities

1. Provide floor plan files in the acceptable formats.

Completion Criteria

CommandCentral Solution Floor Plans configuration is complete.

3.7.3 CommandCentral Provisioning

3.7.3.1 CommandCentral Solution

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

1. Using the CommandCentral Admin Console, provision users, groups, rules and based off Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

Statement of Work

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3.7.4 CommandCentral Online Training

CommandCentral training is made available to via Motorola Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

1. Initial setup of Panorama and addition of administrators.
2. Provide instruction to the Customer LMS Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

Customer Responsibilities

1. Go to <https://learningservices.Motorola Solutions.com> and request access if you do not already have it.
2. Complete LMS Administrator training.
3. Advise users of the availability of the LMS.
4. Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola provided LMS Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

3.7.5 CommandCentral Professional Consulting Services

Professional Consulting Services provide the Customer an opportunity to utilize Motorola subject matter experts as needed to address operational concerns: impromptu training, process re-engineering or one on one personalized support.

Motorola Responsibilities

1. Conduct a discovery teleconference with Customer's PM to understand the Customer needs prior to scheduling on-site service.

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2. Provide Customer with a summary of the needs discussed during the teleconference that serve as the focus for the on-site service delivery.
3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.
4. Provide two 3 day on-site customer engagement service Monday through Friday, 8:00 am to 5:00 pm Customer time.
5. Provide Customer with a summary report of the activities completed as part of on-site service delivery.

Customer Responsibilities

1. Participate in the discovery teleconference and agree to objectives.
2. Schedule a mutually agreeable date for delivery of on-site service.
3. Coordinate availability of people or resources required for Motorola to fulfill the focus of on-site service.

Completion Criteria

Work is considered complete upon Motorola providing Customer with the summary report.

3.7.6 Product Validation

The system is exercised throughout the delivery of the project by both Motorola and the Customer via provisioning and training activities. To solidify Customer confidence in the system and prepare for user operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

3.7.6.1 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.
5. Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola during the demonstration.
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.
4. Provide Motorola with any requests for feature enhancements.

Completion Criteria

Conclusion of the functional demonstration.

3.7.6.2 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with what is presented in the System Description.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on the Customer's third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems, or the unavailability of Customer's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the interface experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

Motorola Responsibilities

1. Conduct Interface Validation demonstration.
2. Develop remediation plan for anomalies that do not align with Motorola's stated System Description.

Customer Responsibilities

1. Provide access to a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the demonstration and acknowledge successful completion.
3. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).

Motorola Deliverable

Title/Description
Remediation Plan/Schedule for documented anomalies, as required

Statement of Work

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3.8 Completion Milestone

Following the conclusion of delivery of the functional demonstration the project is considered complete and the Software System completion milestone will be recognized.

3.9 Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Responsibilities

1. Provide the Customer with Motorola support engagement process and contact information.
2. Gather contact information for the Customer users authorized to engage Motorola support.

Customer Responsibilities

1. Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
2. Engage the Motorola support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.

Section 4

Pricing Summary

Description	List	Final Sales Price USD
CommandCentral Aware – Hardware/Software/Services	\$450,393.00	\$292,744.00
Avigilon Solution – Hardware/Software/Services	\$1,694,250.00	\$1,270,761.00
Vigilant – Hardware/Software/Services	\$564,940.00	\$508,446.00
CAPE – Software/Services	\$27,126.00	\$23,057.00
SOLUTION TOTAL		\$2,095,008.00
Year 2 (CC Aware, Avigilon, Vigilant, and CAPE) – <i>Subscription, Maintenance, and Support</i>	\$177,957.00	\$138,804.00
Year 3 (CC Aware, Avigilon, Vigilant, and CAPE) – <i>Subscription, Maintenance, and Support</i>	\$168,722.00	\$130,779.00
Year 4 (CC Aware, Avigilon, Vigilant, and CAPE) – <i>Subscription, Maintenance, and Support</i>	\$127,406.00	\$95,473.00
Year 5 (CC Aware, Avigilon, Vigilant, and CAPE) – <i>Subscription, Maintenance, and Support</i>	\$129,356.00	\$96,934.00
<i>Discount if purchased by December 31, 2023</i>		<i>-\$100,000.00</i>
FINAL SOLUTION TOTAL	\$3,340,150.00	\$2,456,998.00
Estimated Sales Tax 7.75%		\$61,904.00
Breakout of Yearly Cost		
CommandCentral Aware Year 2	\$53,371.00	\$34,691.00
CommandCentral Aware Year 3	\$53,371.00	\$34,691.00
CommandCentral Aware Year 4	\$53,371.00	\$34,691.00
CommandCentral Aware Year 5	\$53,371.00	\$34,691.00
Avigilon Year 2	\$35,370.00	\$26,527.00
Avigilon Year 3	\$37,135.00	\$27,852.00
Avigilon Year 4	\$38,995.00	\$29,246.00
Avigilon Year 5	\$49,945.00	\$30,707.00
Vigilant Year 2	\$35,040.00	\$31,536.00

Vigilant Year 3	\$35,040.00	\$31,536.00
Vigilant Year 4	\$35,040.00	\$31,536.00
Vigilant Year 5	\$35,040.00	\$31,536.00
CAPE Year 2	\$54,176.00	\$46,050.00
CAPE Year 3	\$43,176.00	\$36,700.00

4.1 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones:

Command Central Aware Solution:

1. 50% of the Contract Price due upon Contract Execution (due upon effective date);
2. 50% of the Contract Price due upon Go Live.

Avigilon Solution:

1. 30% of the Contract Price due upon Contract Execution (due upon effective date);
2. 30% of the Contract Price due upon delivery of undamaged equipment; and
3. 40% of the Contract Price due upon Final Acceptance.

Vigilant Solution:

1. 30% of the Contract Price due upon Contract Execution (due upon effective date);
2. 30% of the Contract Price due delivery of undamaged equipment; and
3. 40% of the Contract Price due upon Final Acceptance.

Cape Solution:

1. 50% of the Contract Price due upon Contract Execution (due upon effective date);
2. 50% of the Contract Price due upon Go Live.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Contractual Documentation

Motorola's Proposal is subject to the terms of the existing Master Customer Agreement executed May 11, 2021, as amended, the existing Enterprise Service Agreement executed June 26, 2014, and the and the enclosed contract addenda which include the following:

- Equipment Purchase Software License Addendum;
- Vigilant Addendum;
- Data Processing Addendum; and
- Drone Service Addendum

All of the foregoing documents are collectively referred to herein as the "Agreement."

NON-DISCRIMINATION CLAUSE: As applicable, during the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Motorola Solutions, Inc.

Customer: City of Brea

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase and installation of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, including but not limited to CommandCentral Aware and Avigilon Control Center, and will form part of the Parties’ Agreement. Provisions of the MCA including, but not limited to, Section 7 Indemnification and Insurance, Section 8 Limitation of Liability, and Section 12.3 Litigation, Venue Jurisdiction, shall govern any conflicting provisions contained in this Addendum.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a

limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation. Motorola understands and agrees that, as a California public agency, Customer is subject to the California Debt Limitation rule which prohibits public agencies from incurring debt beyond their current fiscal year. Therefore, during any fiscal year of Customer, Customer may terminate that portion of the Agreement governing subscription, maintenance, and support related to this EPSLA without penalty in the event its governing body fails to appropriate sufficient funding to pay all amounts otherwise due hereunder for the following fiscal year. In such event, Customer shall provide Motorola with not less than thirty (30) days’ prior, written notice of termination and Customer’s obligation to pay for subscription, maintenance, and support related to this EPSLA shall immediately terminate. If Customer has accepted delivery of any products or services performed through the date of termination, Customer is obligated to pay for the products and services.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Vigilant Addendum

This Vigilant Addendum (“**Vigilant Addendum**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the Subscription Software Addendum (“**SSA**”). Capitalized terms used in this Vigilant Addendum, but not defined herein, will have the meanings set forth in the MCA or applicable Addendum.

1. Addendum. This Vigilant Addendum governs Customer’s purchase and use of Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). In addition to the MCA, other Addenda may be applicable to LPR Products offered under this Vigilant Addendum, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and Equipment Purchase and Software License Addendum (“**EPSLA**”) for Equipment sold as part of any LPR Products, together with any other applicable terms herein. LPR Products may also include Subscription Software on such Equipment or otherwise made available to Customer, as further described below. This Vigilant Addendum will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this and not with respect to other Products or Services.

2. Definitions.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition (“LPR”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

3. Subscription Software

3.1. CarDetector. Customer may purchase Vigilant CarDetector which is Subscription Software subject to the SSA. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola’s company support website and completing the online request form to Vigilant technical support staff.

3.2. Vigilant VehicleManager and Vigilant ClientPortal. Subject to the terms below, Customer may purchase a CLK for access to the Law Enforcement Archival Report Network (“**VehicleManager**”) and/or the Vigilant ClientPortal (“**ClientPortal**”) each of which are “Subscription Software” subject to the terms of the SSA.

- 3.2.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies (“LEAs”) and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.
- 3.2.2. Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. LPR data and where applicable, booking images, collected by the Customer is considered Customer Data (as defined in the MCA) and is subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager, will be deleted from ClientPortal or VehicleManager in accordance with Customer’s retention policy. Customer retains all rights to LPR data and booking images collected by Customer.
- 3.2.3. Data Sharing. Customer has the option share its Customer Data with LEA’s who contract with Motorola for VehicleManager access. ClientPortal customers may also share its Customer Data with other non-LEA customers who have a contract with Motorola for ClientPortal access. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of VehicleManager or Client Portal, as applicable.
- 3.2.3.1. LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager. Additionally, Non-LEA Client Portal customers may also share their own LPR data with LEA Customer. Such LPR data or booking images generated by other LEAs or Non-LEA customers is considered Third-Party Data (as defined in the MCA), and shall be used by Customer only in connection with its use of VehicleManager .Third-party LPR data or booking data is governed by the retention policy of it’s respective owner, once the Third Party LPR or booking data has reached its expiration date will be deleted from VehicleManager/Client Portal in accordance with the retention terms of the sharing agency.
- 3.2.3.2. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.
- 3.2.4. Motorola in its sole discretion may deny access to ClientPortal or VehicleManager to any individual based on such person’s failure to satisfy the requirements set forth hereunder. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all of its Authorized Users, and use of, ClientPortal or VehicleManager through use of Customer login credentials, including ensuring their compliance with this Addendum. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or

may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

- 3.2.5. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum.
- 3.2.6. CJIS Security Policy. Motorola agrees to support a law enforcement Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.
4. **VaaS Program Terms.** All hardware provided by Motorola to Customer under the LPR Product program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any LPR Equipment purchased under the VaaS Program
- 4.1. **No-Fault Warranty.** Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased under the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose.
- 4.2. **Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "Initial Commitment Term"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in Section 4.6.2 – Termination hereunder.
- 4.3. **Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional LPR Equipment within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional LPR Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "Subsequent Commitment Term") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "Commitment Term".

4.4. Included Subscription Software.

4.4.1. Vigilant VehicleManager or Vigilant ClientPortal. Subject to **Section 4.6.1 – VaaS Term**, and the SSA, the VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Ordering Document, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

4.4.2. CarDetector. Customer will receive a subscription to CarDetector during the VaaS Term, the use of which is subject to the SSA.

4.5. VaaS Program Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in an Ordering Document. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional LPR Product will be added to the yearly subscription Fee, and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be pro-rated based on the applicable number of days remaining in the such initial Subscription Year.

4.6. VaaS Term and Termination.

4.6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the receipt of the LPR Products under the VaaS Program, and will continue through the end of the final Commitment Term hereunder ("the VaaS Term"). Following the end of any Commitment Term, Customer's access to the Subscription Services with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Subscription Services at the prevailing rates. Motorola may, but has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Subscription Services with respect to the first 100 devices will be discontinued, and Customer must purchase extended access to the Subscription Services or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the access to Subscription Services for the second 100 devices purchase will extend until December 31 of Year 7.

4.6.2. Termination. The termination provisions applicable to VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial

Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all LPR Product Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

4.6.3. Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA, SSA, and Vigilant Addendum.

5. **Survival.** The following provisions will survive the expiration or termination of this Vigilant Addendum for any reason: Section 1 – Addendum; Section 3 – Subscription Software; Section 4.41 – Vigilant VehicleManager or Vigilant ClientPortal; Section 4.5 – VaaS Payment; 4.6 – VaaS Term and Termination; Section 5 – Survival.

Data Processing Addendum _US

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**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, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Security Incident” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

“Third Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

2.2. Motorola’s Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its sub-processors to a

duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws. Customer agrees that it has implemented administrative, physical and technical safeguards for Customer's environment and operations that are no less rigorous than accepted industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws. Customer agrees that Motorola shall not be liable for any Security Incident arising from Customer's breach of this requirement.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim. Motorola's indemnification obligations shall be as set for in Section 7 of the MCA.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by

Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and

applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS

Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Privacy Act of 2018, California Civil Code Section 1798.100, et seq. ("CCPA"), the California Privacy Rights Act ("CPRA"), and/or California Civil Code Section 1798.80, et seq. (collectively referred to as the "California Privacy Acts"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any "sale" exemption. In no event will Motorola sell any such data, nor will Motorola disseminate, share or disclose Customer Data or Personal Data except as expressly authorized herein or by law. Notwithstanding any other provision of this Agreement, including this DPA, Motorola may not sell, use or disseminate Customer Data or Personal Data, including aggregated data derived therefrom, that has not been made "anonymous" using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act's definition of personal data, including California Civil Code Section 1798.140. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 CPA, CTDPA, VCDPA. If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), or the Virginia Consumer Data Protection Act ("VCDPA") Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation. **Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Controller

2.

...

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.

Name: Motorola Solutions, Inc.

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Processor

2. ...

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP

addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);

- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services

the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymisation and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorisation

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data. including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry

controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimisation

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors The controller has authorised the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

.

.

2.

...

DRONE SERVICE ADDENDUM

This Drone Service Addendum (this “**DSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement and Subscription Software Addendum (collectively, the “**MCA**”) or Subscription Software Agreement (“**SSA**”), as applicable, entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Agreement**”), and the applicable Addenda. Capitalized terms used in this DSA, but not defined herein, will have the meanings set forth in the MCA, SSA or the applicable Addenda.

If you are purchasing Software or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this DSA; (b) you have read and understand this DSA; and (c) on behalf of the Customer that you represent, you agree to this DSA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DSA, please do not complete the purchase of Motorola’s CAPE solution (“**CAPE**”) from Motorola.

This DSA governs Customer’s purchase of Motorola’s CAPE solution and will form part of the Parties’ Agreement. This DSA will control with respect to conflicting or ambiguous terms in the MCA or SSA or any other applicable Addendum, but only as applicable to the CAPE system purchased under this DSA and not with respect to other Products and Services.

1. DRONE SOFTWARE AND SERVICES

1.1 CAPE is a cloud platform for unmanned aerial vehicles (“**Drones**” or “**Drone Hardware**”) that provides the ability for Authorized Users to remotely operate a flying Drone camera in real-time. The CAPE platform combines flight control and real time video streaming on Drones.

1.2 Access to CAPE is offered on an annual subscription basis, priced according to the tier of the CAPE solution to be deployed. Pricing is provided in the applicable Ordering Document.

1.3 Limitations. Customer may access and use CAPE solely for its own benefit and in accordance with the terms of this DSA and the Agreement.

2. RESPONSIBILITIES

Customer will provide email addresses for Authorized Users who need access to Software and Services. Motorola will establish user accounts and provide access to Software and Services for Authorized Users defined by Customer. Motorola will provide initial Software and Services setup and initial training to specified customer pilots on the usage of the solution as set out in the applicable Ordering Document.

Customer is responsible for all Drone Hardware, Drone operations, operating policies and procedures, internet connectivity and all IT equipment and infrastructure. Customer is also responsible for providing Drone pilots and ensuring all such pilots have appropriate Federal Aviation Administration (“**FAA**”) authorizations for all Drone operations. Customer is responsible for also obtaining any FAA Certificate of Authorizations (“**CoA**”) and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations. Customer is responsible for selecting Drone pilots capable of operating Drone

Hardware. Motorola will solely provide access to Software and Services that supplements Customer's Drone operations.

3. ACCESSING THE SERVICES

3.1 Account Authorization. Motorola will establish the customer account ("**Account**") and provide Customer with an administrative portal. Customer may access the Software and Services and administer permissions, including establishing Authorized Users authorized to access its Account. Access information for the Customer Account is its internal use only. Customer agrees not sell, transfer or sublicense the access information to any other entity or person, except that Customer may enable access by its agents and subcontractors performing work on its behalf. Customer is responsible for the security of its passwords, use of its Account and for all activities that occur under its Account. Motorola, its affiliates and suppliers specifically disclaim any and all responsibility for unauthorized access to Customer Account. Customer agrees to diligently monitor its Account, to restrict use by unauthorized persons. Customer accepts full responsibility for any unauthorized use of the Services. Customer shall notify Motorola immediately of any unauthorized use of its password(s) or any other breach of security.

3.2 Necessary Equipment and Software: The Software and Services is a cloud service provided over the internet. Customer must provide all equipment and software necessary to connect to the Software and Services. Customer is solely responsible for any fees, including Internet connection or mobile fees, that incur when accessing the Software and Services and transferring data.

3.3. Security, Availability and Backup: Motorola will implement reasonable and appropriate measures designed to help Customer secure content and data against accidental or unlawful loss, access or disclosure. Motorola procures cloud hosting services from reputable third party vendors (such as AWS and Google) and has no control over the methods they use for security and integrity of data on their servers. Motorola will use reasonable efforts to coordinate platform maintenance activities with such providers but is not responsible for service interruptions or breach or other loss of data caused due to such third party providers. Customer is responsible for properly configuring and using the Software and Subscription Service and otherwise taking appropriate action to secure, protect and backup accounts and content in a manner that will provide appropriate security and protection, which might include use of encryption to protect content and routinely archiving content and data. Motorola does not provide an archiving service and only agrees that it will not intentionally delete any content or data prior to termination of this DSA.

4. DATA STORAGE

The Software and Services is not intended to be used as a video storage solution. Motorola does not provide an archiving service for Drone photo and video data, flight information, or any other information. Motorola expressly disclaims any and all obligations with respect to storage. Motorola reserves the right to delete any data stored in the solution, such as video or pictures that are over thirty (30) calendar days old.

5. DATA RETRIEVAL

Motorola will leverage different types of storage to optimize the Software and Services, as determined by Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its

sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed.

6. MAINTENANCE

Motorola will periodically perform maintenance of the Software and Services. Authorized Users may experience an interruption in service during such maintenance efforts.

7. NETWORK / INTERNET / OTHER REQUIREMENTS

7.1 The Software and Services requires the availability of appropriate network and internet connections. If any of the below items apply, additional deployment services may be needed to enable a successful deployment. Such additional deployment services will be provided for an additional fee.

- Customer's internet is through private IT strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20Mbps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses conflicting Google Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

7.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

8. TERMINATION

8.1 Termination of Software and Services by Motorola. Motorola has the right to suspend or terminate use of the Software and Services at any time if it determines in its sole discretion that Customer or its Authorized Users are in violation of the terms of this DSA or if necessary to avoid a violation of applicable law. Motorola will use reasonable efforts to notify Customer of its determination. In suspending or terminating the Software and Services, Motorola reserves and does not waive any rights or remedies available to it under this DSA or at law. Motorola shall not be liable to Customer or any third-party for any termination of Customer Account.

8.2 Termination of Software and Services by Customer. Customer may terminate the Agreement at any time by (a) notifying Motorola and (b) closing your Account. Your notice should be sent, in writing, to

the following Motorola address: Attn: Motorola Solutions Inc., 500 W. Monroe Street, Suite 4400, Chicago, IL 60661.

8.3 Effect of Termination. Termination by Customer for convenience during a subscription term does not entitle Customer to a refund of fees. Upon termination of the Software and Services, Customer will be prevented from further access and use of the portal and passwords, files, and all information associated with or inside the Account will be deleted.

9. REMEDIES FOR VIOLATIONS

If Motorola becomes aware of any possible violations of this DSA, Motorola reserves the right to investigate such violations. If, as a result of the investigation, Motorola believes that unlawful activity has occurred, Motorola reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Motorola is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Software and Services to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement and DSA; (3) respond to requests for customer assistance; (4) protect the rights, property or personal safety of Motorola, its employees, subcontractors, agents, or the public, or (5) in connection with all enforcement actions or to government officials, as Motorola in its sole discretion believes to be necessary or appropriate.

10. DRONE OPERATION INDEMNITY

To the extent permitted by applicable law, Customer shall defend, indemnify and hold harmless Motorola from all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for damages arising from or related to personal injury, property damage or loss of life caused by Customer's Drone Hardware during Customer's Drone operations.

11. DJI'S DATA COLLECTON TERMS AND CONDTIONS

If Customer has requested the interface of CAPE with Drones provided by SZ DJI Technology Co., Ltd. and its affiliated companies (collectively, "DJI"), Customer agrees to DJI's Software Development Kit ("SDK") data collection terms and conditions provided below:

11.1 Definitions: For purposes for this Section, "**Analytics Data**" means information collected from a DJI product (e.g., a DJI UAV) that is used in connection with an Application and/or devices used to operate the DJI product (e.g., a mobile device). The Analytics Data may include Header Data and/or Event Data; "**Application**" means a software program that is developed using the SDK for use with DJI Products; "**Event Data**" means information about time of operation or events, session identification numbers, event types, and flight operation information, including but not limited to GPS data, navigation, operation, speed, distance, modes, mission, command, altitude, takeoff and landing, payload and other component use, battery levels, etc; "**Header Data**" means information about the software (including but not limited to installation identification, app key, SDK version of an Application) and hardware (including but not limited to product identifiers and names of UAVs, payloads, remote controllers, etc.); "**Privacy Policy**" means DJI's privacy policy located at <https://developer.dji.com/policies/privacy/>; "**Warranty Logs**" means information provided to and/or received by the SDK that is necessary for determining warranty eligibility and product reliability, including without limitation SDK function calls (including without limitation time, function name, results/feedback, etc.), protocol or commands sent from or to a mobile

device, an Application, and/or a remote controller (including without limitation time, name, type, command/action, etc.).

11.2 Subject to DJI's Privacy Policy, DJI may collect information including but not limited to usage statistics, unique identifiers, associated IP addresses, Analytics Data, such as Header Data and/or Event Data, Warranty Logs information and any other information on which tools and services in the DJI's SDK are being used and how they are being used. DJI may share this information with third-parties for purposes of providing its products and services and as otherwise permitted by DJI's Privacy Policy.

11.3 For sake of clarity and not by way of limitation, the Analytics Data and Warranty Logs information may be used by DJI for any lawful purposes, including without limitation for use in research or improving its SDK or products and determining warranty eligibility and product reliability. The Warranty Logs are stored locally on a device running the Application (e.g., mobile device) and Customer hereby consents to make the Warranty Logs available to DJI to support any warranty claims regarding the SDK.

11.4 Customer represents and warrants that it will provide clear and conspicuous notice to each Authorized User and obtain any legally required consents for DJI to collect, use, or otherwise process information as set forth in this Section.

11.5 MOTOROLA DISCLAIMS ANY LIABILITY FOR DJI'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DJI'S SDK AND HOW SUCH DATA MAY BE USED BY DJI AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DJI. CUSTOMER WILL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN THE NECESSARY CONSENTS AS PROVIDED IN THIS SECTION.

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA or available online at [www.motorolasolutions.com/legal] (each an "**Addendum**", and collectively the "**Addenda**"). Motorola may modify such online terms at any time by posting notice of modification on such site provided, however, that Customer shall not be bound by such Terms until actual receipt. Furthermore, Customer may terminate this Agreement without penalty upon thirty (30) days', prior written notice, in the event Customer does not agree to such new terms. In addition, the Parties may agree upon statements of work, quotes, technical, and other ordering documents setting forth the Products and Services to be provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by law or procurement procedures, proposals submitted in response to a competitive procurement process will be deemed Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will sell equipment and license software, including software as a service and subscription based software service offerings (the "**Products**") to Customer to the extent set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents. However, if Customer determines that any substitute Product provides different or diminished functionality, Customer may terminate this Agreement without penalty upon thirty (30) days', prior written notice.

2.2. Services

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at Customer Sites, as defined below ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as Software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration

Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document, and any applicable project schedules, Deliverables, and Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer to the extent permitted by law.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals ("**Documentation**") Documentation is and will be owned by Motorola, and unless otherwise set forth in an Addendum or Ordering Document, Motorola hereby grants Customer a limited, perpetual, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Deliverables. As part of the Products and Services, Motorola may provide deliverables such as reports, specifications, designs, plans, drawings, analytics, or other technical or business information to Customer as more fully described in an Addendum or Ordering Document ("**Deliverables**"). All Deliverables are and will be owned by Motorola, and unless otherwise set forth in an Addendum or Ordering Document, Motorola hereby grants Customer a limited, perpetual, royalty-free, worldwide, non-exclusive license to use the Deliverables solely for its internal business purposes in connection with the Products and Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola. Motorola makes no warranties regarding any such recommendations.

2.7. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola. The tools and equipment may be held by

Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the cost or time required to perform the Services, the Parties will also adjust the Fees and project schedule. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

Notwithstanding any provision herein, or in any Ordering Document or Addendum, Customer may terminate this Agreement including any Ordering Document or Addendum in the event Customer's governing body fails to appropriate funds sufficient to pay for Products or Services during any of Customer's fiscal years. In the event of such termination, and provided Motorola is not then in breach of this Agreement, Customer will pay for all Products and Services received as of the date of the termination notice, and for any documented out of pocket expenses reasonably incurred on Customer's behalf.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform; (e) laws or regulations change in a manner that makes compliance difficult or unreasonably costly.

3.4. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that equipment purchased by Customer should not be returned. Notwithstanding the foregoing, Customer may retain any Motorola Materials as required in order to comply with State records retention laws. Motorola will return or destroy (at Customer's option) all Customer Data in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard, and shall certify the same in writing within five (5) calendar days from the date of termination or expiration. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered and accepted by Customer. Motorola and Customer have a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes,

assessments or duties (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for its installation and use of the Products and Services at each applicable location (each, a "**Site**"), including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to any such Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing the Customer-Provided Equipment and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will

immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data, not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with subscription-based Products), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 6.2 – Motorola Warranties** will be that Motorola will use commercially reasonable efforts to remedy any confirmed material nonconformities or material defects in the applicable Services. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured hardware, Motorola-owned Software, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in the applicable Addendum or Ordering Document. Upon receipt of such claim, Motorola will investigate the claim and repair or replace any non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS.

7. Indemnification and Insurance.

7.1. General Indemnity. Motorola will defend and pay reasonable attorneys' fees and costs, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") to the extent caused by Motorola's negligence or willful misconduct, including negligent or unlawful disclosure of Customer Data or any personal information, or breach, while performing its duties under this Agreement, an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable, no cost assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service, including any Motorola Materials (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay reasonable attorneys' fees and costs, and all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim provided, however, that in no case shall Customer be required to admit liability. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable no cost assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola

may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing while providing substantially the same functionality; or (c) provide Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, including subscription-based software services) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is an equipment product, including equipment with embedded Software). Should Customer be enjoined from using an infringing Product or Service where such use was a substantial and major purpose for Customer entering this Agreement, and Motorola does not or cannot provide an acceptable substitute, then Customer may immediately terminate this Agreement and Motorola shall provide a pro-rata refund for all Products and Services that were fully available for Customer's use until enjoined, and a full refund of all prepaid, unearned amounts.

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola or not intended to be used in combination with Motorola Products or Services (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola without Motorola's consent; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3 RESERVED.

7.4 Motorola Insurance. Throughout the term of this Agreement and any and all Ordering Documents and Addendums, Motorola shall procure and maintain commercial general, auto (any auto), cyber, and professional liability insurance, and workers compensation insurance, with such limits and in such form, as set forth in Exhibit "A" attached hereto and incorporated by reference herein.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, NEITHER CUSTOMER, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND/OR AGENTS, NOR MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS,

AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF CUSTOMER OR MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION-BASED PRODUCT OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE AMOUNT OF \$2,000,000.

8.3. ADDITIONAL EXCLUSIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES (BUT NOT INCLUDING NEGLIGENT OR WRONGFUL DISCLOSURE OF CUSTOMER DATA BY MOTOROLA) ; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING NOT DUE TO FAULT OF MOTOROLA; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS NOT PROVIDED BY MOTOROLA; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Neither Party may bring any claims against the other in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action, or after expiration of the applicable statute of limitations, whichever is later.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. All Customer Data is Confidential Information. With respect to Motorola, Confidential Information will also include Products and Services, Documentation, and any Deliverables, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. Except for Customer Data, in order to be

considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of not less than five (5) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including the California Public Records Act, subpoena, a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). Customer may retain any Confidential Information as necessary to comply with State records retention laws. No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. Notwithstanding any other provision herein, at no time shall Motorola sell, disseminate, or use for its own purposes Customer Data, or Service Use Data containing any personal information. As used in this Agreement, "personal information" shall have the meaning and be defined as set forth in California Civil Code Section 1798.140(o).

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for

business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, personal information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided or made accessible by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, Documentation and Deliverables, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola is provided a limited license to access Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, and subject to the limitations herein, Customer is the Controller and Motorola is the Processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-Processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, and for the term of this Agreement, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive limited license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) solely and only to the extent necessary to (a) perform and provide the Services and Products under the Agreement. (b) analyze the Customer Data to operate, maintain, and manage Motorola Products and Services and (c) improve Motorola Products and Services and create new products and services without disclosure or dissemination of Customer Data to third parties. In addition, to the extent permitted by law, Customer grants Motorola and its subcontractors right to use Customer Data and a royalty-free, worldwide, and non-exclusive, license to use Customer Data to develop, sell, and license anonymized Customer Data to third parties, including in an aggregated format. Customer agrees that, subject to the limitations in this Section 10.4.1, this Agreement, along with the Documentation and applicable Deliverables, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. For purposes of this Agreement, the term "anonymized" means that the data has been processed using technology that irreversibly alters the data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, or any processor, and is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3, or successor provisions thereto. Customer Data that has been anonymized also means that it is "anonymous information" as that term is used in Recital 26 of the GDPR. Motorola may only use Customer Data for any purpose other than solely as necessary to provide the Services or Products, only when it has been rendered "anonymized data."

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that, to the best of its knowledge, Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and that, to the best of its knowledge, the Customer Data will be accurate and complete, and that Customer has obtained all legally required consents, provided all legally required notices, and met any other applicable legal requirements with respect to its collection and use of the Customer Data as described in the Agreement.

10.4.3. Sub-Processors. Customer agrees that, for the term of this Agreement, Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement, solely and only to the extent necessary to provide the Products and Services. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by this Agreement and law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, at Customer's option, Motorola will return or delete all Customer Data following termination or expiration of this MCA or the applicable

Addendum or Ordering Document, in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Motorola shall certify such deletion in writing within five (5) calendar days from the date of deletion. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola shall make Customer Data available for such download without cost to the Customer. Except as provided above, Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below provided it contains no personal information, or has been anonymized. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Anonymized Service Use Data may be disclosed to third parties.

It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices as required by law, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties, except as permitted by law; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage unrelated to Customer's law enforcement activities; (f) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (g) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services, except as otherwise provided by law. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create

any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

10.10. Data Security. Without limiting Motorola's obligation of confidentiality as further described herein, Motorola shall implement and follow data security controls identical or substantially similar to those contained in the current version of NIST SP800-53. Consistent therewith, Motorola shall be responsible for establishing, maintaining, and providing a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Motorola, if any, comply with all of the foregoing. In no case shall the safeguards of Motorola's data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by Motorola for its own data. Motorola shall use Microsoft Azure Government Cloud Storage services for any and all cloud based storage, otherwise, any and all cloud-based storage shall be conducted within the continental United States and shall comply with ISO/IEC 27001-27018, unless agreed to otherwise in writing by Customer.

In the event of any negligent act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Motorola that relate to the protection of the security, confidentiality, or integrity of Customer Data resulting from Motorola's negligence or misconduct, Motorola shall, as applicable: (a) notify Customer as soon as practicable but no later than seventy two (72) hours of confirming such occurrence; (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personal information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Motorola's obligations of indemnification as further described in this Agreement, where such unauthorized access of Customer Data occurs as a result of the negligence or willful misconduct of Motorola or any agent or contractor of Motorola, Motorola shall indemnify, defend, and hold harmless Customer with respect to any and all claims and liabilities, including reasonable

attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence up to an amount not to exceed \$2,000,000; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Motorola will undertake to prevent a future occurrence. This Section shall survive the termination of this Agreement.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will promptly provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule. Notwithstanding the foregoing, Customer shall have no obligation during any period of force majeure claimed by Motorola, to compensate Motorola for any Product or Service paid for but not actually provided and Customer will be credited for any prepaid amounts attributable to any such period of force majeure.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its documented, out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors), following not less than ten business days' prior notice by Motorola that such costs have been or will be incurred.

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of California, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be

subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Orange County, California. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion and following written notice to Customer, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law. At all times, Motorola shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. To the extent expressly required by law, Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, records relating to any Software licenses granted under this Agreement to verify compliance with this Agreement. On reasonable, prior, written notice and during Customer's normal business hours, Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

(a) **Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Following written notice to Customer, Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Except as expressly provided herein, neither Party may subcontract any required performance hereunder without the prior, written consent of the other.

13.3. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.4. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to

reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law, provided that such severance shall not operate to deny either Party the benefit of its bargain.

13.5. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.6. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.8. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, or by return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL).

13.9. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.10. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.11. Entire Agreement. This Agreement, including all exhibits, Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document. Customer shall not be bound by any "click-through" provisions required to be activated in order to fully utilize any Product or Service hereunder.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

**Customer: City of Brea, by and through
Brea Police Department**

By: 

By: 

Name: Giles T. P. Sward

Name: Cecilia Hupp

Title: VP SALES, North America

Title: MAYOR PRO TEM

Date: 4/23/2021

Date: 5-11-21

By: 

Name: Jerry Burnett

Title: V.P. SALES SOUTHERN CALIFORNIA

Date: 4/26/2021



EXHIBIT "A"

1. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required by Consultant per subcontractors scope of work.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts specified herein, Commercial General Liability Insurance, in an industry standard form and with insurance companies reasonably acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Contractual Liability
- f. Broad Form Property Damage
- g. Independent Consultants Coverage

iv. The policy shall contain coverage for (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the insurance required in this agreement.

v. The policy shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent

contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 0413 and 20 37 0413, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles and that such deductibles shall not apply to coverage of the additional insureds. Consultant shall be responsible for all deductibles.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an industry standard form and with insurance companies reasonably acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. the automobile liability coverage may utilize deductibles, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions) that includes Cyber Liability

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession that includes cyber liability, with insurance companies reasonably acceptable to City and with the limits required herein. This insurance shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

cyber liability coverage shall provide protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

E. Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following checked insurance limits are required for this Agreement:

Combined Single Limit

<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage (Not required if vendor establishes that no vehicles will be used, except for delivery)
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law. \$1,000,00 employers liability limit
<input type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability, including cyber liability	\$2,000,000 per claim and aggregate (errors and omissions)

iii. Defense costs shall be payable.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance..

F. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an authorized agent of insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be executed by a properly authorized officer, agent, or qualified representative of the insurer that confirms the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

G. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of one year.

iv. All required workers compensation insurance shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

H. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty terminate this Agreement for cause.

iii. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

iv. The insurance obligations under this Agreement shall be: the insurance coverage requirements and/or limits shown in this Agreement; No representation is made that the insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

I. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence reasonably satisfactory to City that it has secured insurance. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to include City, its officials, officers, employees, applicable agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or limits of insurance for particular subcontractors.

LIMITED IN-CAR HARDWARE WARRANTY

Motorola Solutions, Inc. (“Motorola”) in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by Motorola Solutions, Inc, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – Motorola’s liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. Motorola will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by Motorola to be defective in material or workmanship, Motorola shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. Motorola will advance ship a replacement unit, or at the request of the customer, ask for the unit to

be sent in for repair. In the case of an advanced shipment replacement, Motorola will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – Extended Warranties may be purchased directly from Motorola. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the Motorola limited warranty, please direct them to:

Motorola Solutions, Inc.

Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com

IN-CAR HARDWARE WARRANTY – 5 YEAR PLAN

5 YEAR LIMITED IN-CAR HARDWARE WARRANTY

Motorola Solutions, Inc. (“Motorola”), in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. With the purchase of this 5 Year Extended Warranty, where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by Motorola, Inc., 415 E. Exchange, Allen, TX 75002-2616, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – Motorola’s liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. Motorola will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by Motorola to be defective in material or workmanship, Motorola shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty

shall be warranted for the remainder of the warranty period applicable to the system warranty period. Motorola will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, Motorola will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

SUPPORT CONTACT INFORMATION

Motorola Solutions, Inc.

Attn: Customer Service Department
415 E. Exchange
Allen, Texas 75002-2616
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com

LIMITED WEARABLE CAMERA HARDWARE WARRANTY

Motorola Solutions, Inc. ("Motorola"), in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by Motorola, Inc., 415 E. Exchange, Allen, TX 75002, Telephone: 972-423-9777, Facsimile: 214-383-9661.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

PARTS AND COMPONENTS COVERED – All parts and components, including consumable items such as batteries, and repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes camera mounts and normal wear-and-tear items such as frayed or broken cords and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper use, or extraordinary environmental damage (such as submersion in liquid) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – Motorola's liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is diagnosed by Motorola's Customer Service phone support and proves to be defective in material or workmanship, Motorola shall replace the defective unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective unit, which must be received by Motorola within thirty days. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – A 3 Year Extended “No-Fault” Warranty may be purchased directly from Motorola. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the Motorola limited warranty, please direct them to:

Motorola Solutions, Inc.

Attn: Customer Service Department
415 E. Exchange
Allen, Texas 75002
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(214) 383-9661 Fax

www.watchguardvideo.com
support@watchguardvideo.com

V300 NO-FAULT EXTENDED HARDWARE WARRANTY – 3 YEAR PLAN

Motorola, Inc., in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. Motorola warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase in its standard Limited Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from Motorola. Any and all No-Fault warranties must be purchased with the initial purchase of the V300 unit, and the V300 No-Fault warranty must also be purchased for all V300 units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault V300 Camera Warranty:

WARRANTOR – This warranty is granted by Motorola, Inc., 415 E. Exchange, Allen, TX 75002, Telephone: 972-423-9777, Facsimile: 214-383-9661.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

PARTS AND COMPONENTS COVERED – The V300 No-Fault warranty covers all parts and components of the V300 Standard, and the V300 Extended Capacity Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the Motorola system was internally changed, modified, or repaired.

LIMITED LIABILITY – Motorola's liability is limited to the repair or replacement of components. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, Motorola shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. Motorola requires that any and all parts and pieces of the damage unit be returned. By contacting Motorola to send in a unit in for repair or replacement under the No-Fault Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, Motorola will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact Motorola’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the Motorola Video No-Fault warranty, please direct them to:

Motorola, Inc.

Attn: Customer Service Department
415 E. Exchange
Allen, Texas 75002
(800) 605-6734 Toll Free Main Phone
(866) 384-8567 Toll Free Queued Customer Service
(972) 423-9777 Main
(214) 383-9661 Fax
www.Motorolavideo.com
support@Motorolavideo.com

REDACTIVE END USER LICENSE AGREEMENT

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- Place the Software onto a server so that it is accessible via a public network such as the Internet;
or
- Sublicense, rent, lease or lend any portion of the Software or Documentation.

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LIMITED WARRANTY

We warrant that for a period of ninety days after delivery of this copy of the Software to you:

- The physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use; and
- The Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITED REMEDY

Our entire liability and your exclusive remedy shall be:

- The replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt; or
- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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This license agreement takes effect upon your use of the Software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to us or destroy all copies of the Software and Documentation in your possession.

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The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

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1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the Software.
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3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the State of Texas.
5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

SOFTWARE AS A SERVICE SUBSCRIPTION ADDENDUM
For
EVIDENCELIBRARY.COM

This Software as a Service Addendum (this “**Addendum**”), effective as of [DATE] (the “**Effective Date**”) of the MCA defined below, is by and between Motorola Solutions, Inc., a Delaware corporation with offices located at 415 E. Exchange, Allen, TX 75002 (“**Provider**”, “**we**” or “**us**”) and City of Brea, CA (“**Customer**” or “**you**”), collectively, (“**Parties**”).

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Addendum.

WHEREAS, This Addendum to the Master Customer Agreement entered into between the Parties, (the “**MCA**”), is integral to and incorporated into the MCA.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Addendum and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer Data**” means information, including personal information as defined in California Civil Code Section 1798.140(o), data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"Customer Failure" has the meaning set forth in Section 4.2.

"Customer Indemnitee" has the meaning set forth in Section 12.1.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Disclosing Party" has the meaning set forth in Section 9.1.

"Documentation" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Fees" has the meaning set forth in Section 8.1.

"Force Majeure Event" has the meaning set forth in Section 15.9.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Addendum. Harmful Code does not include any Provider Disabling Device.

"Indemnitee" has the meaning set forth in Section 12.3.

"Indemnitor" has the meaning set forth in Section 12.3.

"Initial Term" has the meaning set forth in Section 14.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of

taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"Provider Disabling Device" means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

"Provider Indemnitee" has the meaning set forth in Section 12.2.

"Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Receiving Party" has the meaning set forth in Section 9.1.

"Renewal Term" has the meaning set forth in Section 14.2.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Customer's use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Addendum, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services. For purposes of this Addendum, the term "anonymized manner" means that the data has been processed using technology that irreversibly alters the data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, or any processor, and is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3, or successor provisions thereto. Customer Data that has been anonymized also means that it is "anonymous information" as that term is used in Recital 26 of the GDPR.

"Service Allocation" has the meaning set forth in Section 3.2.

"Services" means the software-as-a-service offering described in [Exhibit A](#).

"Specifications" means the specifications for the Services set forth in Exhibit B.

"Subcontractor" has the meaning set forth in Section 2.7. **"Support**

Services" has the meaning set forth in Section 5.4. **"Term"** has the

meaning set forth in Section 14.2.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Addendum, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Addendum, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Addendum grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Addendum. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Addendum. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials not less than ten (10) days prior to any such change.

(b) Changes to this Addendum. We may revise, update or supplement this Addendum from time to time. Any such revision, update or supplement shall become effective immediately. We will notify you in writing prior to any changes to this Addendum, and your continued use of the Services for more than thirty (30) days following your receipt of notice means that you agree to the terms and conditions of this Addendum as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a “Subcontractor”) provided, however, that we shall remain primarily liable for the performance of this Addendum. We shall require any such subcontractors having access to Customer Data to (i) protect such Data using data security measures providing at least as much protection as required herein; and (ii) agree in writing to not use or disclose Customer Data, except as authorized herein.

2.8 Suspension or Termination of Services. We may, following our providing not less than ten (10) days’ prior, written notice (except when due to termination or expiration of this Addendum), directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User’s, or any other Person’s access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Addendum, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Addendum or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Addendum expires or is terminated. If we suspend your right to access the Services due to your documented breach of this Addendum, you will remain responsible for payment of Fees you incur during the period of suspension and you will not be entitled to Service Credits during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Addendum.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Addendum and, in the case of Third-Party Materials, the applicable third-party license Addendum. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Addendum expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider’s provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in reasonable repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Addendum; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Addendum (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained

unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels and Credits.

5.1 Service Levels. Subject to the terms and conditions of this Addendum, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide Customer with locally redundant storage ("**Local Storage**") within the data center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**Geo Storage**") for replication of the Customer Data in a secondary data center that is geographically distant from the first data center. A Geo Storage election is considered an upgrade of the standard Local Storage account and will require payment of additional Fees and execution of an addendum to this Addendum. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable beyond the limits of liability set forth in Section 8 of the MCA for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any data center(s) in which Customer Data may be located.

Without limiting Provider's obligation of confidentiality as further described herein, Provider shall implement and follow data security controls identical or substantially similar to those contained in the current version of NIST SP800-53. Consistent therewith, Provider shall be responsible for establishing, maintaining, and providing a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Provider's data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by Provider for its own data. At all times Provider shall use Microsoft Azure Government Cloud Storage services for any and all cloud-based storage, or otherwise shall only use cloud based storage on equipment located in the continental United States and shall comply with ISO/IEC 27001-27018, unless agreed to otherwise in writing by Customer.

In the event of any negligent act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of Customer Data resulting from Provider's negligence or misconduct, Provider shall, as applicable: (a) notify Customer as soon as practicable but no later than seventy two (72) hours of confirming such occurrence; (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of personal information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to

each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Provider's obligations of indemnification as further described in this Agreement, where such unauthorized access of Customer Data occurs as a result of the negligence or willful misconduct of Provider or any agent or contractor of Provider, Provider shall indemnify, defend, and hold harmless Customer with respect to any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence up to the limits of liability set forth in Section 10.10 of the MCA; (g) be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (h) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Provider will undertake to prevent a future occurrence. This Section shall survive the termination of this Agreement.

Provider will comply with the insurance requirements set forth in Exhibit A to the Master Customer Agreement.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

Provider is provided a limited license for the term of this Addendum to access Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary to provide the Services. Provider shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Addendum and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Addendum, and applicable law; (c) allow access to Customer Data only to those employees and authorized of Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Provider's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent or as otherwise permitted in the MCA. This Section shall survive the termination of this Addendum.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("ITAR") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with

which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Addendum.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("Fees") in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by you under this Addendum are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

8.3 Late Payment. If you fail to make any payment when due, , then, in addition to all other remedies that may be available:

- (a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) you shall reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

8.4 No Deductions or Setoffs. All amounts payable to us under this Addendum shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than Service Credits issued pursuant to Section 5.2 or any deduction or withholding of tax as may be required by applicable Law).

9. Confidentiality

9.1 Confidential Information. In connection with this Addendum each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that

the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". **All Customer Data is Confidential Information.**

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Addendum; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Addendum; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Addendum;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Addendum; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Addendum, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable, no cost assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose. "Applicable law" means and includes the California Public Records Act, subpoena, court order, and/or civil or criminal discovery.

10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, and subject to the provisions of Section 7.2, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the controller and sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. For the term of this Addendum, you hereby grant all such rights and permissions in or relating to Customer Data as are strictly necessary to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) to analyze the Customer Data to (c) operate, maintain, manage, (d), improve our products and services, and create new products and services without disclosure or dissemination of your data to third parties (e) enforce this Addendum, (f) compile the Resultant Data, and (g) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Addendum.

11.2 Customer Representations, Warranties, and Covenants. You represent, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Addendum, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your elected officials, officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Customer Indemnitee") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Addendum (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the

extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service, that we did not provide or that was not specified for your use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or
- (e) act, omission, or other matter described, in Section 12.2(a) Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

Our obligation of indemnification above shall also apply to all claims, Losses, and liabilities to the extent arising from:

- (f) our breach of this Addendum;
- (g) our negligent or willful disclosure of Customer Data;
- (h) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by us or any of our agents or contractors, in connection with this Agreement.

12.2 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

12.3 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User’s use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

- (a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;
- (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or
- (c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified

part or feature thereof. In such case, we will provide you with a pro-rata refund of any and all pre-paid fees applicable to the affect Services and Provider Materials.

12.4 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

Limitations of Liability are set forth in the Master Customer Agreement.

14. Term and Termination.

14.1 Initial Term. The initial term of this Addendum commences as of the Effective Date and, unless terminated earlier pursuant any of this Addendum's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**").

14.2 Renewal Term. Upon expiration of the Initial Term this Addendum will automatically renew for up to four (4), successive one (1) year terms unless earlier terminated pursuant to this Addendum's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

14.3 Termination. In addition to any other express termination right set forth elsewhere in this Addendum:

- (a) we may terminate this Addendum, effective on written notice to you, if you: (i) fail to pay any amount when due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;
- (b) either party may terminate this Addendum, effective on 30 days written notice to the other party, if the other party materially breaches this Addendum, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
- (c) either party may terminate this Addendum, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (d) you may terminate this Addendum at any time for failure in any fiscal year during the term hereof to appropriate sufficient funds for the following fiscal year required to be paid to us, by providing us with not less than sixty (60) days' prior, written notice. Provided we are not then in breach, you will pay us any sums then due and owing hereunder.

14.4 Effect of Termination or Expiration. Upon any expiration or termination of this Addendum, except as expressly otherwise provided in this Addendum:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy all Customer Data in compliance with the most current version of NIST standard SP800-88, or other commercially reasonable standard, and shall certify the same in writing within five (5) calendar days from the date of destruction, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control as provided above; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Addendum, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Addendum;

(e) we may disable your and your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Addendum pursuant to Section 14.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Addendum pursuant to Section 14.3(a) or Section 14.3(b), all Fees that would have become payable had the Addendum remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

14.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time, 24/7/365 except when the Services are unavailable due to force majeure or scheduled maintenance, during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the "**Post-Termination Retention Period**"). During the Post-Termination Retention Period you may retrieve Customer Data at no additional cost only if you have paid all amount due under this Addendum. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. . WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST- TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Addendum, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period and we provide written notice to you of such required retention, you agree to pay all costs associated with continued storage until the

Customer Data is either deleted or retrieved by you.

14.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Addendum that, by its nature, should survive termination or expiration of this Addendum, will survive any expiration or termination of this Addendum: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

15. Miscellaneous.

15.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Addendum.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Addendum shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Addendum or, unless expressly permitted under this Addendum, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, with your consent, include or display your name in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Addendum have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider: 415 E. Exchange Parkway, Allen, TX 75002
 Email: steve.teese@motorolasolutions.com
 Attention: Steven Teese, Senior Sales Manager

If to Customer: 1 Civic Center Drive, Brea, CA 92821
 Email: CHRISA@ci.brea.ca.us
 Attention: Lt. Chris Harvey

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Addendum: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Addendum as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Addendum: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Addendum; (y) to an Addendum, instrument, or other document means such Addendum, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute

means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Addendum to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Addendum to the same extent as if they were set forth verbatim herein. In the event of a conflict between the terms of this Addendum and those of the Master Customer Agreement, the terms of this Addendum shall control.

15.6 Headings. The headings in this Addendum are for reference only and do not affect the interpretation of this Addendum.

15.7 Entire Addendum. This Addendum, together with any other documents incorporated herein by reference, constitutes the sole and entire Addendum of the parties with respect to the subject matter of this Addendum and supersedes all prior and contemporaneous understandings, Addendums, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Addendum, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Addendum, excluding its exhibits, schedules, and attachments; (b) second, the exhibits, schedules, and attachments to this Addendum as of the Effective Date; and (c) third, any other documents incorporated herein by reference. Customer and/or Authorized Users shall not be bound by any "click-through" terms or conditions required to be accepted, or any online terms and conditions not expressly set forth herein, in order to fully utilize the Services.

15.8 Assignment and Subcontracting. Neither party may assign or transfer this Addendum or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Addendum or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. This Addendum is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall subcontract any required performance without the written consent of the other, except as expressly permitted herein.

15.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more. If so terminated, we will provide you a pro-rata refund of prepaid fees attributable to the balance of the paid-for Term.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data”, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government’s needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data” as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of California. Venue for any legal action arising out of this Agreement shall be any State or federal court located in Orange County, California. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.15 Dispute Resolution. Upon written agreement of the parties, any dispute or claim relating in any way to this Agreement, your use of the Services, or the Provider Materials may be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. A party who intends to seek arbitration must first send to the other party a notice of dispute, which must include a description of the nature and basis of the claims that the party is asserting and the relief sought. If you and we are unable to resolve the claims described in the notice within 30 days after the notice is sent, you or we may initiate arbitration proceedings. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Capitol Corporate Services, Inc., P.O. Box 1831, Austin, TX 78767. If we begin an arbitration proceeding, we will send notice to you at the address in Section 15.4. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. Attorneys' fees and costs may be awarded by the arbitrator as provided by the AAA's rules. Arbitration will be conducted in the city in which your principal headquarters office is located or another location that we mutually agree to. If the relief sought is \$10,000 or less you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the arbitrator’s discretion to require an in-person hearing. WE AND YOU AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS, AND THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of Intellectual Property Rights. The Parties reserve all rights to proceed in a court of competent jurisdiction if there is no agreement to arbitrate.

15.15 Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of

which together are deemed to be one and the same Addendum. A signed copy of this Addendum delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

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

CITY OF BREA, BY AND THROUGH THE BREA POLICE DEPARTMENT

By: 
Name Printed: GILES TIPSWORD
Title: VP SALES; NORTH AMERICA

By: 
Name Printed: Cecilia Hupp
Title: MAYOR PRO TEM

MOTOROLA SOLUTIONS, INC.

By: 
Name Printed: JERRY BURCH
Title: Territory Vice President

By: _____
Name Printed: _____
Title: _____

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

Service Allocations and Fees:

Plan I (Unlimited)

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on-premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

EXHIBIT B

DEMS Addendum

(See attached)

Date: _____, 2021 ("Effective Date")

Motorola Solutions, Inc. ("Motorola"):
a corporation incorporated in the state of
Delaware

Client:
City of Brea, a municipal corporation, by and
through the Brea Police Department
Attn: Chris Harvey
1 Civic Center Drive, Brea CA 92821

**Regional Address of Motorola Solutions,
Inc.:**

415 E. Exchange Parkway
Allen, Texas 75002

Telephone Number: (866) 325-2836

**Motorola Solutions, Inc. Federal Tax
Identification Number:**

36-1115800

The City of Brea, by and through the Brea Police Department, (collectively and individually, "City" or "Brea Police Department") and Motorola Solutions, Inc. ("Motorola."), collectively ("Parties") enter into this Services Addendum (the "SA"). This SA to the Master Customer Agreement entered into between the Parties, (the "MCA"), provides additional or different terms and conditions to govern the sale of the services contemplated herein. The terms in this SA are integral to and incorporated into the MCA signed by the Parties.

1. Term. The SA shall commence upon the Effective Date and shall expire Feb 15, 2026 unless earlier terminated pursuant to Section 12. In no event will the term of this SA extend beyond two (2) years from the date of this SA unless extended by the parties by written agreement.

2. Scope of Work. Motorola will perform certain services and provide deliverables for Brea Police Department as described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services"). During the term of this SA, Brea Police Department may request Motorola to perform additional services which shall be outlined in an additional description of services acknowledged by both parties (e.g., through confirmatory email chain). Such additional Statement(s) of Work (the "Additional Services") shall be subject to the terms and conditions of this SA, in addition to any additional terms and conditions set forth in such Statement(s) of Work (collectively, "this SA".) The Initial Services and Additional Services, if any, shall be referred to collectively in this SA as the "Services". All Schedules and Exhibits attached hereto are hereby incorporated by this reference. The Services and any and all other work performed by Motorola pursuant to this SA, shall comply with any and all applicable local, State, and federal laws, regulations, and orders.

Motorola shall not subcontract any performance required hereunder unless any such subcontractor has first been identified and approved in writing by the City. Notwithstanding any such approval, Motorola shall remain primarily liable for all performance required of Motorola under this SA.

3. Agency Provided Services and equipment. Brea Police Department may choose to perform certain tasks or provide equipment needed to complete the agreed upon Scope of work. These services shall be described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services") and detailed in Appendix A to Schedule 1. Brea Police Department acknowledges that these tasks or equipment are required and the Agency's failure to perform or deliver these tasks may result in additional costs and or delays.

4. Fees. Brea Police Department will pay Motorola those fees and expenses, if any, in the amount and on the terms and conditions described in Schedule 1 for the performance of the Initial Services. In the event the parties agree to any Additional Services, the fee arrangement for the Additional Services shall be outlined in the applicable Statement of Work descriptions if different than the Initial Services. Motorola shall not be paid for services not yet provided, or for products not yet delivered in good working order. All equipment and other products provided hereunder, shall be shipped FOB destination. Brea Police Department shall have no obligation to accept or pay for any product delivered in damaged or non-functional condition.

5. Manner of Performance/Warranties.

(a) Motorola Performance and warranties are set forth in the Master Customer Agreement.

6. Confidentiality. In the course of performing the Services, it is anticipated that Motorola will learn of information that Brea Police Department regards as confidential or proprietary, including but not limited to, the nature of services, evidence and data relating to evidence, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Brea Police Department receives from third parties (collectively, "Confidential Information"). Motorola shall hold such Confidential Information in strictest confidence and shall exercise at least the same degree of care as it uses with its own most valuable information (but in no event less than reasonable care) to safeguard the confidentiality of the Confidential Information; and except as provided in this SA, the Confidential Information shall not be used, duplicated or in any way disclosed to others in whole or in part without the prior express written permission of Disclosing Party.

7. Independent Contractor. Motorola is an independent contractor, not an employee or agent of Brea Police Department. Nothing in this SA shall render Motorola, or any of its employees, subcontractors or agents, an employee, subcontractor or agent of Brea Police Department, nor authorize or empower Motorola or its employees, subcontractors or agents to speak for, represent or obligate Brea Police Department in any way. Motorola assumes any and all liabilities regarding Section 1706 of the Tax Reform Act of 1986 and Section 414(n) of the Internal Revenue Code of 1986, as amended.

8. Indemnification.

Indemnification obligations are set forth in the Master Customer Agreement.

9. Insurance. Motorola will comply with the insurance requirements set forth in Exhibit A to the Master Customer Agreement.

10. Remedies. Motorola will promptly re-perform any Services not performed in accordance with the representations and warranties set forth in this SA at no additional expense to Brea Police Department to correct any non-conformance to Brea Police Department's reasonable satisfaction. If Motorola is unable within a reasonable time to comply with the foregoing obligations, Motorola will refund to Brea Police Department the lesser of (a) the amount paid for the non-conforming Services or (b) the last amount paid for the last invoice submitted to Brea Police Department. The remedies set forth in this paragraph are non-exclusive.

11. Termination.

(a) Brea Police Department may terminate this SA effective the day of notice by giving Motorola written notice of termination if Motorola: (i) breaches any of its obligations, representations or warranties hereunder; or (ii) is placed on the List of Excluded Individuals/Entities or is banned from Government contracts by the General Services Administration.

(b) If Brea Police Department determines that it no longer requires the services of Motorola, it may terminate this SA by giving Motorola fifteen (15) days written notice and agree to pay reasonable project ramp down fees not to exceed the total invoiced billings over the last 7 calendar days prior to termination notice.

(c) In the event this SA or any Schedule is terminated by Brea Police Department without cause prior to expiration of the term of this SA, or as set forth in any Schedule, Motorola shall (i) immediately stop all work and upon Brea Police Department request, if applicable, transfer the project as expeditiously as possible; and (ii) not undertake further work, incur additional expenses, or enter into further commitments. Motorola shall be entitled to all undisputed payments due and owing under this SA at the time of any termination notice, for (i) work completed and accepted by Brea Police Department, (ii) work in progress up to the provisions in Section 11b, and (iii) non-cancelable commitments with supporting documentation.

12. General.

(a) In the event of the actual or threatened breach of any of the terms of this SA, Brea Police Department will have the right to specific performance and injunctive relief. The rights granted by this paragraph are in addition to all other remedies and rights available at law or in equity.

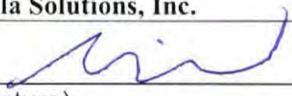
(d) No assignment by Motorola of this SA or any sums due under it will be binding on Brea Police Department without Brea Police Department prior written consent.

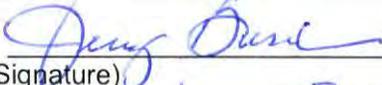
(b) This SA shall be construed according with the laws of the State of California. Venue for any legal action arising out of this SA shall be any State or federal court of competent jurisdiction in the County of Orange, California.

(c) None of the terms of this SA shall be amended or changed, except in writing signed by an authorized representative of each party, or as amended via confirmatory email chain from both parties.

(d) Unless otherwise provided with a list of names of authorized representatives, a representative from either party engaging in an email chain, regarding the Services covered under this SA while using an official email address from their respected Party's email domain, is representing themselves as having the authority to make the claims, responses, or requests will be considered an authorized representative.

(e) This SA, including the Master Customer Agreement and all Schedules, Exhibits and any description of Additional Services signed/acknowledged by both parties, contain the entire SA between the parties relating to the Services and supersede all prior oral or written SAs and understandings between the parties. In the event of a conflict between the terms of this SA and those of the Master Customer Agreement, the terms of the this Services Addendum will control.

Motorola Solutions, Inc.	City of Brea/Brea Police Department
By:  (Signature)	By:  (Signature)
Printed Name: GILES TINSWORD	Printed Name: Cecilia Hupp
Title: VA SALES; NORTH AMERICA	Title: MAYOR PRO TEM

By:  (Signature)
Printed Name: Jerry Burnett
Title: Territory Vice President

**Schedule 1
Initial Services Statement of Work**

Under the terms and conditions of the Services Addendum ("SA") dated June 19, 2020 by and between Motorola and Brea Police Department, Motorola shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:

Motorola will provide to Brea Police Department services resulting in the successful and satisfactory installation and configuration of the WatchGuard 4RE High Definition In-Car Video System with Integrated V300 body worn camera and Evidence Library software. Table 1 lists the work required to complete a successful installation. The "Appendix A Reference Number" column represents the line item in which each party is responsible. If an "X" is listed under the "WGV" column then Motorola is responsible for that particular task. If an "X" is listed under the "Agency" column, then Brea Police Department is responsible for that particular task. Detail descriptions of each major section (indicated by Bold Text) are included in Appendix A which is incorporated by reference.

Table 1. Work Breakdown Structure

Appendix A Reference Number	WGV	Agency	Short Description (See Appendix A for details on each item)
SVR-01	NA		Installation of Server in Equipment Rack (if applicable)
SVR-02	NA		Provide a suitable Rack
SVR-03	NA		Mounting or Racking the Server
SVR-04	NA		Connecting the server (120V Power connector), KVM, Network Cabling and switches, JBOD, UPS)
SVR-05	NA		Provide a physical or Virtual Server that meets the specified Server Requirements
SVR-06	NA		Installation and configuration of Windows Operating System and disk storage systems
SVR-07	NA		Provide Operating System License
SVR-08	NA		Install and configure Operating System (Includes current patches)
SVR-09	NA		Setup and perform backups
SVR-10	NA		Setup recommended disk configuration
SVR-11	NA		Install and configure for remote access
SVR-12	NA		Installation of Mikrotik Access Points
SQL-01	NA		Installation of Microsoft SQL Server
SQL-02	NA		Provide SQL Server Licenses
SQL-03	NA		Install and configure SQL Server
SQL-04	NA		SQL Backup and Maintenance plan
SQL-05	N/A		Setup SQL Instance (if shared database server),
EL-01	X		Installing and configuration of Evidence Library (CLOUD)
EL-02	X		Install and configure Base Software

EL-03	X	X	Add or Sync Security Groups and Users
EL-04	X		Configure Evidence Library
EL-05	N/A		Install and configure Upload Servers (if applicable)
EL-06	X	X	Installation of Evidence Library agent on Agency computers
EL-07		X	Provide client computers that meet client Hardware and Software requirements.
EL-08		X	Connect client computers to Agency Network and Active Directory Domain
EL-09	X		Installation of Evidence Library Cloud Environment
EL-10	X	X	Installation and Configuration of Redactive machine (if applicable)
4RE-01 X X Configuring available 4RE DVR units			
4RE-02	X		Create Configuration USB
4RE-03	X		Configure Each DVR as installs are completed
4RE-04	X	X	Change DVR IP configuration (if required)
4RE-05	NA		MDC Application (if required)
4RE-06	NA		Provide client computers that meet client Hardware and Software requirements for the MDC Application.
4RE-07	NA		Install and configure MDC application on each computer.
4RE-08	NA		Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion)
4RE-09		X	4RE System In-Car Installation
4RE-10	X	X	4RE Interview Room setup
4RE-11	X	X	4RE-M 4RE Motorcycle System Installation
4RE-12	X	X	4RE ALPR Hardware and Software Installation
V300-01 X X Configuring available V300 body worn cameras			
V300-02	X		Create Configuration
V300-03	X	X	Configure Each V300 body worn camera
V300-04	X	X	Install/Configure Smart PoE Switch in Vehicle (if applicable)
V300-05	X	X	Install and Configure Transfer Station (if applicable)
V300-06	X	X	Install, Connect, Configure Transfer Station Racks
TEST-01 X Finish Testing Function of WatchGuard System			
TEST-02	X		Complete Testing Checklist
TRAIN-01 X Training			
TRAIN-02	X		4RE DVR Installation Training
TRAIN-03	X		4RE and V300 End User Training (Officers)
TRAIN-05	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-06	X		Evidence Library Administrative Training
TRAIN-07	X		Redactive Training
Close-01	X	X	Project Sign-Off

Appendix A Reference

This appendix references the page number that include detailed actions and instructions for each "short description" in Table 1. See Appendix A, for details on each reference number.

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[SVR-02-Rack Requirements](#)

[SVR-03-Mounting or "Racking the Server"](#)

[SVR-04-Connecting the Server](#)

[SVR-05-Server Specifications – Physical and Virtual](#)

[SVR-06-Installation and Configuration of Windows Operating System/ Disc Storage System](#)

[SVR-07-Provide Operating System License key](#)

[SVR-08-Configure Operating System](#)

[SVR-09-Setup and Preform Backups:](#)

[SVR-10-Setup Recommended Disk Configuration \(virtual and physical\)](#)

[SVR-11-Install TeamViewer](#)

[AP-01-Access Point Wiring and Installation](#)

[AP-02-Cabling](#)

[AP-03-Mounting the Access Points](#)

[AP-05-Access Point and Radio Configuration](#)

[AP-06- Provide Access Point](#)

[AP-07- Configure Access Points:](#)

[AP-08- Configure In-Car Wireless Radio configuration:](#)

[AP-09-MDC Configuration](#)

[SQL-01-Installing Microsoft SQL Server \(Full Version\)](#)

[SQL-02-Provide License Key](#)

[SQL-03- Install and Configure SQL Server:](#)

[SQL-04- Setup SQL Backup and Maintenance Plan:](#)

[SQL-05-Special Considerations:](#)

[EL-01-Installing and Configuring Evidence Library Server components](#)

[EL-02- Evidence Library Server Installation](#)

[EL-03-Add Active Directory Groups](#)

[EL-04-Configure Evidence Library Settings](#)

[EL-05-Remote Upload Server \(if applicable\)](#)

[EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations](#)

[EL-07-Minimum Workstation Hardware Requirements](#)

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[4RE-01-Configuring 4RE DVR units](#)

[4RE-02-Create a Configuration USB](#)

[4RE-03-Configure 4RE DVR's](#)

[4RE-04-Change IP Address on DVR \(if applicable\)](#)

[4RE-05-MDC Application \(if applicable\)](#)

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[TRAIN-05- Redactive Training](#)

Payment Schedule:

Motorola will demonstrate to Brea Police Department, through testing and demonstrations reasonably acceptable to Brea Police Department, that the 4RE and VISTA WiFi solution, and all its related components and software, are fully functional and representative of the products and services represented by Motorola. Motorola represents that it has the skills to perform the services required, and will invoice Brea Police Department according to the attached Price Estimate dated **March 12, 2020**.

Brea Police Department will pay Motorola, within thirty (30) days upon receipt, review and approval of Motorola's invoice, detailing the Services rendered, time spent and fee. Good faith billing disputes shall not justify non-performance of any obligations under the SA. Brea Police Department shall be authorized to withhold not more than five percent (5%) of each invoice amount. Final payment shall be made after receipt of unconditional releases from any and all contractors and suppliers, or forty-five (45) days after final acceptance of all work by Brea Police Department, whichever occurs first.

Payment Schedule	
System Total	\$378,708.93
Stand Alone computers	\$ 6,034.00
Installation	\$ 26,380.00
Estimated Taxes	\$ 19,146.06
Shipping	\$ 1,710.00
Year One Total:	\$431,978.99

<u>Payment Terms</u>	<u>Percentage</u>	<u>Amount</u>
Payment Upon Contract Signing	25%	\$107,994.75
Payment Upon Project Kickoff Meeting and Delivery of Project Plan	10%	\$ 43,197.90
Payment Upon Server Delivery with Core Software System Installed	10%	\$ 43,197.90
Payment Upon Installation and Go-Live of In-car system	15%	\$ 64,796.85
Payment Upon Completion of Project Team Training	10%	\$ 43,197.90
Payment Upon Completion of Go-Live of Body Worn Cameras (everything works as designed)	20%	\$ 86,395.80
Payment Upon 30 Days Live on the SYSTEM	10%	\$ 43,197.90
Total Year One Payment	100%	\$431,978.99

<u>Annual Cloud Storage</u>	<u>Annual Amt</u>
Motorola will invoice Customer annually in advance of each year of the plan as outlined below:	
YEAR 2	\$ 53,120.00
YEAR 3	\$ 53,120.00
YEAR 4	\$ 53,120.00
YEAR 5	\$ 53,120.00

<u>FARP (Replacement Plan)</u>	<u>Annual Amt</u>
Motorola will invoice Customer annually in advance of each year of the plan as outlined below	
FY21-22	\$ 69,723.22
FY22-23	\$ 69,723.22
FY23-24	\$ 69,723.22
FY24-25	\$ 69,723.22
FY25-26	\$ 69,723.22

BREA POLICE DEPARTMENT 5 YEAR COST BREAKDOWN

DESCRIPTION	QTY.	UNIT PRICE	QUOTED	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BODY WORN CAMERA HARDWARE								
Body Camera	51	\$800.00	\$40,800.00	\$40,800.00				
8-Bay Transfer Station	8	\$1,200.00	\$9,600.00	\$9,600.00				
USB Charging Base	70	\$85.00	\$5,950.00	\$5,950.00				
Removable/Rechargeable Batteries (Quantity Optional)	70	\$85.00	\$5,950.00	\$5,950.00				
IN-CAR & BODY CAMERA BUNDLES								
4RE + V300 Bundle	23	\$5,300.00	\$121,900.00	\$121,900.00				
4RE Panoramic Camera	23	\$200.00	\$4,600.00	\$4,600.00				
Wireless Kits	29	\$200.00	\$5,800.00	\$5,800.00				
Access Points	3	\$547.33	\$1,641.99	\$1,641.99				
Motorcycle Kits	6	\$5,000.00	\$30,000.00	\$30,000.00				
LOCAL ON-PREMISE HARDWARE/ STORAGE								
Upload Server	1	\$4,500.00	\$4,500.00	\$4,500.00				
CLOUD STORAGE (Annual Storage Cost)								
EvidenceLibrary.com Unlimited Device License- Assigned	68	\$495.00	\$33,660.00	\$33,660.00	\$33,660.00	\$33,660.00	\$33,660.00	\$33,660.00
EvidenceLibrary.com Unlimited Device License- Pooled	28	\$695.00	\$19,460.00	\$19,460.00	\$19,460.00	\$19,460.00	\$19,460.00	\$19,460.00
WARRANTIES AND MAINTENANCE								
V300 No-Fault 3-Year Warranty	74	\$400.00	\$29,600.00	\$29,600.00				
4RE 2nd Year Warranty (4RE & Interview Room)	31	\$50.00	\$1,550.00	\$1,550.00				
4RE 3rd Year Warranty (4RE & Interview Room)	31	\$200.00	\$6,200.00	\$6,200.00				
4RE 4th Year Warranty (4RE & Interview Room)	31	\$325.00	\$10,075.00	\$10,075.00				
4RE 5th Year Warranty (4RE & Interview Room)	31	\$450.00	\$13,950.00	\$13,950.00				
INTERVIEW ROOMS CAMERA								
Interview Room Cameras	2	\$4,100.00	\$8,200.00	\$8,200.00				
OTHER CHARGES								
On-Site Training and Implementation	1	\$5,000.00	\$5,000.00	\$5,000.00				
Access Point Installation	1	\$1,081.94	\$1,081.94	\$1,081.94				
CAD/RMS Spillman Integration (Free for Spillman customers)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ALPR Add-On Camera (Optional)	23	\$90.00	\$2,070.00	\$2,070.00				
REDACTIVE SOFTWARE								
Redactive Enterprise License (Quantity Optional)	2	\$5,995.00	\$11,990.00	\$11,990.00				
Redactive Maintenance and Support 3-Years	2	\$2,565.00	\$5,130.00	\$5,130.00				
				\$378,708.93	\$53,120.00	\$53,120.00	\$53,120.00	\$53,120.00

tax	\$19,146.06
shipping	\$1,710.00
Stand-Alone Redaction Computers (2)	\$6,034.00
Installation (20 cars, 6 motorcycles)	\$26,380.00
Year 1 Total	\$431,978.99
5 YEAR TOTAL	\$644,458.99
5 YEAR TOTAL (WITH FARP)	\$993,075.08

Replacement Plan						
	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5 Yr Total
BWC	\$26,979	\$26,979	\$26,979	\$26,979	\$26,979	\$134,893
In-Car	\$36,406	\$36,406	\$36,406	\$36,406	\$36,406	\$182,030
BOTH (+10%)	\$69,723	\$69,723	\$69,723	\$69,723	\$69,723	\$348,616

Replacement plus Storage/Maintenance					
	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
	\$122,843	\$122,843	\$122,843	\$122,843	\$69,723



CERTIFICATE OF LIABILITY IN

APPROVED

By Nicole Andrews at 10:08 am, May 04, 2021

FE(MM/DD/YYYY)
05/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn Eric Marsh 500 West Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lloyd's syndicate No. 4711		AA1120090
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570087192687 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-641-005169-010	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WA764D005169080 All Other States WC7641005169090 WI	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B		N/A			07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-MPL-Primary			FSCEO2000661	07/01/2020	07/01/2021	Each Claim Policy Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Master Customer Agreement dated on or around May 4, 2021. City of Brea, by and through the Brea Police Department, its officials, officers, employees, applicable agents, servants, designated volunteers & agents serving as independent contractors are included as Additional Insured where required in writing and executed contract with respect to the General Liability and Automobile Liability policies and General Liability and Automobile Liability policies are primary. Waiver of subrogation is provided under the workers compensation policy where required in writing in executed contract.

exception by MM to approve
(no GL/Auto WOS) - 5/4/21

CERTIFICATE HOLDER City of Brea formerly: City of Brea, by and through , the Brea Police Dept. Attn: Lt. Chris Harvey 1 Civic Center Drive Brea CA 92821 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : AJS
Certificate No : 570087192687

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy.

Person or Organization
Where required by contract or written agreement prior to loss and allowed by law

Job Description

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005169-080

Effective Date

Premium \$

Issued to Motorola Solutions, Inc.

Endorsement No.

FIRST AMENDMENT TO MASTER CUSTOMER AGREEMENT

THIS FIRST AMENDMENT (“**Amendment**”) TO THE MASTER CUSTOMER AGREEMENT (“**Agreement**”) is entered into and effective this ____ day of _____, 2022 (“**Effective Date**”) by and between Brea, California (“**Customer**”), and Motorola Solutions, Inc. (“**Motorola**”), each of which may alternatively be referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain Agreement dated May 11, 2021 to procure WatchGuard services and products;

WHEREAS, the Parties desire to amend the Agreement to include CC Investigate.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto amend the Agreement as follows:

1. The Agreement is amended to add the following documents:
 - a. Subscription Software Addendum (formerly the Subscription Services Addendum) attached hereto as Exhibit A,
 - b. Software Product Addendum attached hereto as Exhibit B, and
 - c. The LexisNexis Addendum, attached hereto as Exhibit C.
 - d. Section 13.2 “Audit; Monitoring” is hereby amended to add the following sentence to the end of the section: “Customer is required to participate in audits only to the extent permitted by law.”
2. The WatchGuard product and services related documents attached to the Agreement are not applicable to CC Investigate.
3. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

Motorola Solutions, Inc.

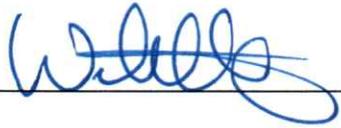
Customer

By: Tyler Holland

Name: Tyler Holland

Title: Area Sales Manager - Software Enterprise

Date: 11/7/2022

By: 

Name: William Gallardo

Title: City Manager

Date: 12/6/2022

EXHIBIT A

Subscription Software Addendum

This Subscription Software Addendum (this “SSA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below or in the MCA (“Customer”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of May 11, 2021 (the “MCA”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“Beta Service”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer’s subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “Initial Subscription Period”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “Renewal Subscription Year”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each

be referred to herein as a “Subscription Term”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “Partial Subscription Year”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “SSA Term”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches Section 3 – Subscription Software License and Restrictions of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with

such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or Section 6.1 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.

EXHIBIT B

Software Products Addendum

This Software Products Addendum (this “SPA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below or in the MCA (“Customer”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of May 11, 2021 (the “MCA”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “Software System” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“SSA”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“EPSLA”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in Section 5 – On-Premises Software System Warranty (the “System Warranty”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “Add-On Subscription”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of Section 3 – Software System Completion below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of Section 3 – Software System Completion below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the “System Completion Date”). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer’s Beneficial Use of the Product (“Product Completion Date”), which may occur before the System Completion Date. As used in this Section, “Beneficial Use” means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“Post-Deployment Services”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in Section 2.1 – On-Premises Software System, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software

System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in Section 6 – Representations and Warranties; Liabilities of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

9. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this Section 10 – Additional Terms for On-Premise Software System as a Service apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in Section 10.1 – Transition to Subscription License Model. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are

subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this Section 11 – Additional Terms for CAD and Records Products apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

12. Additional Cloud Terms. The terms set forth in this Section 12 – Additional Cloud Terms apply in the event Customer purchases any cloud-hosted software Products.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

12.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

12.4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in

advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.

EXHIBIT C

Exhibit to First Amendment to Master Customer Agreement and Subscription Service Agreement - CommandCentral Investigate, powered by LexisNexis

Motorola Solutions, Inc. ("Motorola Solutions") is the provider of the service known as CommandCentral Investigate, powered by LexisNexis ("Motorola Solutions Services"). In connection with Customer's use of Command Central Investigate, Customer agrees to the following terms and conditions which are incorporated into the Subscription Services Agreement and Subscription Service Agreement signed by Customer.

1. RESTRICTED LICENSE. Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services, subject to the restrictions and limitations set forth below:

(i) Generally. Motorola Solutions hereby grants to Customer a restricted license to use the Motorola Solutions Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Motorola Solutions Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the Motorola Solutions Services for marketing purposes or resell or broker the Motorola Solutions Services to any third-party, and shall not use the Motorola Solutions Services for personal (non-business) purposes. Customer shall not use the Motorola Solutions Services to provide data processing services to third-parties or evaluate data for third-parties or, without Motorola Solutions' consent, to compare the Motorola Solutions Services against a third party's data processing services. Customer agrees that, if Motorola Solutions determines or reasonably suspects that continued provision of Motorola Solutions Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, Motorola Solutions may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Motorola Solutions Services. Customer shall not access the Motorola Solutions Services from Internet Protocol addresses located outside of the United States and its territories without Motorola Solutions' prior written approval. Customer may not use the Motorola Solutions Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Motorola Solutions Services and information provided therein. Motorola Solutions may at any time mask or cease to provide Customer access to any Motorola Solutions Services or portions thereof which Motorola Solutions may deem, in Motorola Solutions' sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** To the extent **applicable**, some of the information contained in the Motorola Solutions Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the Motorola Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify

its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions. Customer certifies with respect to GLBA Data received through the Motorola Solutions Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** To the extent applicable, some of the information contained in the Motorola Solutions Services is “personal information,” as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and is regulated by the DPPA (“**DPPA Data**”). Customer shall not obtain and/or use DPPA Data through the Motorola Solutions Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Motorola Solutions Services and will recertify upon request by Motorola Solutions.

(iv) **Social Security and Driver’s License Numbers.** Motorola may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver’s license numbers (collectively, “**QA Data**”). If Customer is authorized by Motorola Solutions to receive QA Data, and Customer obtains QA Data through the Motorola Solutions Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Motorola Solutions policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the Motorola Solutions Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Motorola Solutions. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without Motorola Solutions’ prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. Motorola Solutions may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Motorola Solutions Services.

(vi) **Additional Terms.** To the extent that the Motorola Solutions Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the Motorola Solutions Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the Motorola Solutions Services, Customer agrees to comply with the

Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the “**L&P Terms**”). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(vii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records (“**MVR Data**”) from Motorola Solutions, without in any way limiting Customer’s obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by Motorola Solutions, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

(b) As requested by Motorola Solutions, Customer shall complete any state forms that Motorola Solutions is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

(c) Motorola Solutions (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer’s use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(viii) **HIPAA.** Customer represents and warrants that Customer will not provide Motorola Solutions with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(ix) **Economic Sanctions Laws.** Customer acknowledges that Motorola Solutions is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to Motorola Solutions Services to any individuals identified on OFAC’s list of Specially Designated Nationals (“**SDN List**”), the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place Motorola Solutions in a position of non-compliance with any such economic sanctions laws.

(x) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xi) Software. To the extent that Customer is using software provided by Motorola Solutions (“**Software**”), whether hosted by Motorola Solutions or installed on Customer’s equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the Motorola Solutions Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

(xii) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports,” as that term is defined in the FCRA (the “Non-FCRA LN Services”). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual’s eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual’s identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer’s eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer’s debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any “adverse action,” as that term is defined in the FCRA.

(xiii) FCRA Services. If a Customer desires to use a product described in a Schedule A (Customer price schedule) as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

2. TERMS APPLICABLE TO PUBLIC SAFETY DATA EXCHANGE DATABASE

I. Public Safety Data Exchange Database

- 1.** Motorola Solutions maintains the LexisNexis Public Safety Data Exchange Database (“PSDEX”), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by Motorola Solutions data and technology.
- 2.** In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the “Customer Data Contribution”).
- 3.** LN’s obligations.
 - a. Motorola Solutions agrees to provide PSDEX information to Customer in compliance with any and all applicable local, State, and federal laws and regulations.
 - b. Motorola Solutions agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. Motorola Solutions agrees that it shall disseminate and/or otherwise share Customer Data and/or Customer Data Contributions with third parties in compliance with, and only to the extent permitted by, applicable local, State, and federal laws and regulations. “Customer Data” means and includes Customer Data Contributions, and any and all data made accessible to Motorola by Customer pursuant to this Exhibit “C” to the First Amendment to Master Customer Agreement, including all such Customer data stored, handled, transmitted, or processed by Motorola or any person or entity on Motorola’s behalf.
- 4.** Customer obligations.
 - a. Customer agrees to submit to Motorola Solutions, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to Motorola Solutions and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to Motorola Solutions with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer’s disclosure of information to Motorola Solutions is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify Motorola Solutions promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to Motorola Solutions. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it

will fully and promptly cooperate with Motorola Solutions should any inquiry about the Customer Data Contributions arise.

e. The following named individual/department shall serve as the contact person(s) for submissions made to Motorola Solutions. The contact person shall respond to requests from Motorola Solutions for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from Motorola Solutions information on any such submission. Motorola Solutions shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name:

Title:

Address:

Phone:

Fax:

Email:

f. Customer agrees that it will access information contributed to PSDEX by other customers only through Motorola Solutions.

g. Customer agrees that Motorola Solutions and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases Motorola Solutions and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by Motorola Solutions or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. Public Safety Exchange Database General Terms

1. LICENSE GRANT. Customer, at no charge, hereby grants to Motorola Solutions a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by Motorola Solutions or LexisNexis. Motorola Solutions agrees that it shall disseminate and/or otherwise share Customer Data Contributions with third parties only to the extent permitted by applicable local, State, and federal laws and regulations.

2. GOOGLE GEOCODER. Motorola Solutions used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by Motorola Solutions to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by

Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.

3. DATA DISCLAIMER. Motorola Solutions is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the Motorola Solutions Services or the use of the Motorola Solutions Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Customer is not responsible for the accuracy of the Customer Data Contributions provided to any third party, including the public, or any law enforcement or governmental agencies.

4. LINKS TO THIRD PARTY SITES. PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). Motorola Solutions has no control over these Linked Sites or the content within them. Motorola Solutions cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. Motorola Solutions does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against Motorola Solutions for any damages or losses whatsoever resulting from such use.

5. OWNERSHIP OF SUBMITTED CONTENT. All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by Motorola Solutions and remain accessible by other PSDEX customers in accordance with the provisions of this Addendum and a de-identified subset of the data will remain available to the general public through the CrimeReports.com service or its successor database.

3. SECURITY.

3.1 Security of Information. Customer acknowledges that the information available through the Motorola Solutions Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Customer must name a System Administrator who will be responsible for maintaining the following records: 1) User IDs including a complete list of each user name associated with each User ID, ensuring that each User ID is assigned to only one individual. User IDs and passwords may not be shared, and "generic" User IDs and passwords are not permitted. 2) Documentation of monthly verification to ensure that each active User ID corresponds to a Customer's current employee, and confirming that employee is an authorized user. User IDs will conform to the standards at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Accordingly, Customer shall (a) restrict access to Motorola Solutions Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Motorola Solutions Services for personal reasons, or (ii) transfer any information received through the Motorola Solutions Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of

termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Motorola Solutions Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Motorola Solutions Services as it is being disposed; (g) purge all information received through the Motorola Solutions Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts including applicable records retention laws; (h) be capable of receiving the Motorola Solutions Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Motorola Solutions; (i) not access and/or use the Motorola Solutions Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Motorola Solutions; (j) take all steps to protect their networks and computer environments, or those used to access the Motorola Solutions Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the Motorola Solutions Services. Customer will immediately notify Motorola Solutions, by written notification to the Motorola Solutions and by phone (1-XXX-XXX-XXXX), if Customer suspects, has reason to believe or confirms that a User ID or the Motorola Solutions Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein.

3.2 Security Events. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse Motorola Solutions for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Motorola Solutions Services, or any actions required as a result thereof. Furthermore, in the event that the Motorola Solutions Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Motorola Solutions' reasonable discretion. Unless otherwise required by law, including the California Public Records Act, subpoena, or court order, Customer agrees that to the extent permitted by law, such notification shall not reference Motorola Solutions or the product through which the data was provided, nor shall Motorola Solutions be otherwise identified or referenced in connection with the Security Event, without Motorola Solutions' express written consent. Where disclosure is required by law, Customer will provide Motorola with written notice of such request within five (5) business days of the request. Customer shall be solely responsible for any other legal or regulatory obligations which may arise

under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Motorola Solutions for review and approval prior to distribution. In the event of a Security Event, Motorola Solutions may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. PERFORMANCE. Motorola Solutions will use commercially reasonable efforts to deliver the Motorola Solutions Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Motorola Solutions Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that Motorola Solutions obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Motorola Solutions for the accuracy or completeness of information supplied through the Motorola Solutions Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Motorola Solutions Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Motorola Solutions Services which may be otherwise available. Motorola Solutions reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Motorola Solutions Services. In the event that Motorola Solutions discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Motorola Solutions will, at Customer's option, issue a prorated credit to Customer's account.

5. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Motorola Solutions Services. Customer acknowledges that Motorola Solutions (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Motorola Solutions Services and the information that they provide. Customer shall use such materials in a manner consistent with Motorola Solutions' interests and the terms and conditions herein, and shall promptly notify Motorola Solutions of any threatened or actual infringement of Motorola Solutions' rights. Customer and Motorola Solutions acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Motorola Solutions' information, product information, pricing information, product development plans, forecasts, the Motorola

Solutions Services, and other business information (“**Confidential Information**”). Except as expressly provided herein, all Customer Data is Confidential Information. Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. “**Trade Secret**” shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of “trade secret” set forth under applicable law. Each receiving party (“**Receiving Party**”) agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by the California Public Records Act, subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such records request, subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party’s obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party’s obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, the California Public Records Act, and disclosure thereunder is requested, Customer agrees that it shall notify Motorola Solutions in writing and provide Motorola Solutions an opportunity to object, if so permitted thereunder, prior to any disclosure.

6. DISCLAIMER OF WARRANTIES. MOTOROLA SOLUTIONS (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, MOTOROLA SOLUTIONS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS “MOTOROLA SOLUTIONS”) DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MOTOROLA SOLUTIONS SERVICES. MOTOROLA SOLUTIONS DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE MOTOROLA SOLUTIONS SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the Motorola Solutions Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Motorola Solutions Services are not the source of data, nor are

they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

7. LIMITATION OF LIABILITY. Neither Motorola Solutions, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Motorola Solutions Services) for any loss or injury arising out of or caused in whole or in part by use of the Motorola Solutions Services. If, notwithstanding the foregoing, liability can be imposed on Motorola Solutions, Customer agrees that Motorola Solutions' aggregate liability for any and all losses or injuries arising out of any act or omission of Motorola Solutions in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to Motorola Solutions under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue Motorola Solutions for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Motorola Solutions. IN NO EVENT SHALL Motorola Solutions BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER. NOTHING IN THIS SECTION 7 SHALL LIMIT EITHER PARTY'S INDEMNIFICATION OR INSURANCE OBLIGATIONS INCLUDING THOSE SET FORTH IN THE MASTER CUSTOMER AGREEMENT.

Indemnity Against Proprietary Infringement. Motorola Solutions will defend Customer against any third-party claim alleging that a Motorola Solutions provided, developed or manufactured product or service, including the CommandCentral Investigate solution (the "**Infringing Product**") infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola Solutions will defend and pay reasonable attorneys' fees and costs, and all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola Solutions in settlement of an Infringement Claim provided, however, that in no case shall Customer be required to admit liability. Motorola Solutions' duties under this Section are conditioned upon: (a) Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; (b) Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola Solutions and, if requested by Motorola Solutions, providing reasonable no cost assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing while providing substantially the same functionality; or (c) provide Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, including subscription-based software services) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is an equipment product, including equipment with embedded Software). Should Customer be enjoined from using an infringing Product

or Service where such use was a substantial and major purpose for Customer entering this Agreement, and Motorola Solutions does not or cannot provide an acceptable substitute, then Customer may immediately terminate this Agreement and Motorola Solutions shall provide a pro-rata refund for all Products and Services that were fully available for Customer's use until enjoined, and a full refund of all prepaid, unearned amounts.

In addition to the other damages disclaimed under this Agreement, Motorola Solutions will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-provided equipment, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola Solutions and not intended to be used in combination with Motorola Solutions Products or Services (c) a product or service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the product or service by a party other than Motorola Solutions without Motorola Solutions' consent; (e) use of the product or service in a manner for which the product or service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the product or service that is intended to correct the claimed infringement.

8. AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, Motorola Solutions' obligations under its contracts with its data providers, and Motorola Solutions' internal policies, Motorola Solutions may conduct periodic reviews and/or audits of Customer's use of the Motorola Solutions Services. To the extent permitted by law, Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Motorola Solutions will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Motorola Solutions Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

9. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to Motorola Solutions Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 1, the security requirements of Paragraph 3. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to Motorola Solutions Services no less than annually. Customer shall keep records of such training.

10. CUSTOMER INFORMATION. Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to Motorola Solutions, the Motorola Solutions Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details

of this matter prior to execution of this Agreement. Customer shall notify Motorola Solutions immediately of any changes to the information on Customer's Application for the Motorola Solutions Services, and, if at any time Customer no longer meets Motorola Solutions' criteria for providing service, Motorola Solutions may terminate this agreement. Customer is required to promptly notify Motorola Solutions of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

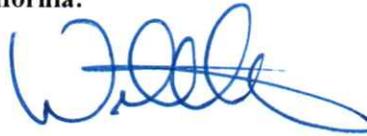
11. CHANGE IN AGREEMENT. By receipt of the Motorola Solutions Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as Motorola Solutions shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. Motorola Solutions may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the Motorola Solutions Services. Customer understands that such restrictions or changes in access may be the result of a modification in Motorola Solutions policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Motorola Solutions of such restrictions, Customer agrees to comply with such restrictions.

1.1.1.1 AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing this Exhibit C, to the First Amendment to Master Customer Agreement, Master Customer Agreement and Subscription Services Agreement as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

Brea, California:

Signature



Print Name

William Gallardo

Title

City Manager

Dated

12/7/22 (mm/dd/yy)

1.1.1.1 LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency:	Main phone number for address*:
Brea Police Department	(714) 990-7623 *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 months:
1 Civic Center Circle Brea, CA 92821	
Website address:	External Agency IP Address (https://www.whatismyip.com):
www.ci.brea.ca.us	207.213.88.194
External Agency IP Range – From:	External Agency IP Range – To:

207.213.88.193-222		
Agency information:		
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input type="checkbox"/> Local/Municipal Government
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement	<input checked="" type="checkbox"/> Local/Municipal Law Enforcement
<input type="checkbox"/> Other (please explain):		
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & last name):		Title:
Tony Barbosa		Police Lieutenant
E-Mail Address:		Admin IP Address:
Tonyb@ci.brea.ca.us		
Required for local and municipal agencies:		
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:
Contact Tony Directly		

Section III – Billing Information

Billing Contact (first & last name): check here if same as Administrator <input checked="" type="checkbox"/>	Title:
Tony Barbosa	Police Lieutenant
Billing Address (street, city, state, zip):	Telephone:
1 Civic Center Circle Brea, CA 92821	
E-Mail Address:	Sales Tax Exempt:
Tonyb@ci.brea.ca.us	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice:	
<input checked="" type="checkbox"/> <input type="checkbox"/> If Yes, provide PO Number: , (, :	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits	
<p>Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:</p>	
Contact Name:	Contact Phone:
Tonyb@ci.brea.ca.us	
Contact Email Address:	
Tonyb@ci.brea.ca.us	
Signature	
<p>I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.</p>	
Applicant Signature:	Date Signed:
Applicant Name:	Title:

**1.1.1.2 NON-FCRA PERMISSIBLE USE
CERTIFICATION – GOVERNMENT**

Brea, California (Agency):

Name: Brea Police Department

DBA: _____

Address: _____

City, State, _____

Zip: _____

Contact

Phone:

Name: _____

REQUIRED Please describe your purpose of use: _____

Definitions.

Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA").

Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA.

To certify, check here: Proceed to SECTION 3. QUALIFIED ACCESS

1.1.1.3 SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION

2. DPPA PERMISSIBLE USES (At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.

<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

1.1.1.4 SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to

SECTION 3. QUALIFIED ACCESS (At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

1.1.1.5 SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User,

Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Brea Police Department

SOCIAL SECURITY NUMBERS

Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. **AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)**

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.

<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

1.1.1.6 SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

- No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. DMF: The federal Death Master File.

d. NTIS: National Technical Information Service, U.S. Department of Commerce

e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud

prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law

- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Customer and ordering, access to, and use of Limited Access DMF:

1. Compliance with Terms of Agreement and CFR. Customer of Limited Access DMF must comply with the terms of the DMF Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Customers may not further distribute the Limited Access DMF.

2. Change in Status. Should Customer's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Customer agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Customer cease to have access rights to Limited Access DMF, Customer shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.

3. Security and Audit. Customer will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Customer's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Customer agrees to be subject to audit by LN and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides

Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Customer will not resell or otherwise redistribute the Limited Access DMF.

4. Penalties. Customer acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Customer to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.

5. Law, Dispute Resolution, and Forum. Customer acknowledges that this Addendum is governed by the terms of federal law. Customer acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. Liability. The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Customer specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Customer.

7. Indemnification. To the extent not prohibited by law, Customer shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.

8. Survival. Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.

9. Conflict of Terms. Customer acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

Brea, California:

Signature: 
Print Name : William Gallardo
Title: City Manager
Dated (mm/dd/yy): 12/6/2022



The City of Brea Police Department

1 CIVIC CENTER CIRCLE, BREA, CA 92821-5732

714-990-7625

www.breapolice.net

December 1, 2023

Eddie Escobar, Field Representative
Board of State and Community Corrections
Planning and Programs Division
2590 Venture Oaks Way
Sacramento, CA 95833

Subject: Equipment/Fixed Assets Request for the Organized Retail Theft Grant Program,
Grant Agreement Number BSCC 1144-23

Dear Mr. Escobar,

The Brea Police Department Organized Retail Theft Grant Program grant project requests approval to expend grant funds from Board of State and Community Corrections (BSCC) for a fixed asset identified within our grant budget.

Our proposed budget allocates nearly \$4 million toward equipment and fixed asset costs, of which \$235,236 is allocated for Aware software, \$948,000 is allocated to video storage, \$563,054 is allocated toward automatic license plate reader (ALPR) cameras, \$97,000 is allocated to CAPE drone software, and \$2,046,955 is allocated toward intersection cameras.

We would like to expend \$1,995,008 to Motorola to purchase Aware software, Avigilon video storage and cameras, Vigilant ALPRs, and CAPE software. The requested items will be used for services directly associated with the Brea Police Department Grant Project, and are essential to the success of the project. In fact, these items will form the "foundation" upon which the rest of the center will be built. Regarding fixed assets, it is more cost effective to purchase the items outright than to lease them.

In accordance with our grant activities, we request approval to purchase the following:

AVIGILON CONTROL CENTER (\$1,270,761):

- Purchase of five network video recorders (NVRs) for video storage
- Installation, configuration, and maintenance of NVRs by a Motorola subcontractor

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- Video analytics software and video management system (VMS)
- Camera "channels" for 299 existing City-owned cameras, and integration of those cameras into the new VMS
- Purchase of 68 high-resolution video cameras (to be installed at intersections in early- to mid-2024)

VIGILANT LICENSE PLATE READERS (\$508,446):

- Purchase of 44 Automated License Plate Reader (ALPR) cameras and required accessories (communication boxes, power adaptors, mounting brackets)
- Installation of ALPR cameras at 14 locations by a Motorola subcontractor

CAPE DRONE SOFTWARE (\$23,057):

- Two CAPE Standard software licenses (to be used in early 2024 this year when drone aircraft are purchased)

COMMAND CENTRAL AWARE (\$292,744):

- Software and implementation of system integrations that allow the ICC Analyst to view all components of the ICC at a single work station
- 20 user licenses

This equipment will be used for the following project reasons:

- **Aware:** software that integrates elements like video feeds, CAD call information, ALPR hits, locations of police resources, and drone footage. The software would plot this information onto an interactive map, providing a single operational view and rapid access to multiple sources of information. An interface to cloud-based evidence storage allows the analyst to extract, store, and share evidentiary videos.
- **Vigilant:** These cameras will be installed at 14 locations around Brea, scanning the license plates of the majority of cars coming into or going out of the City.
- **Avigilon:** This solution will allow 30-45 days of storage of video feeds coming from cameras. It will also apply analytics engines on the cameras and in the video storage to allow for quick viewing of live video, and quick and efficient searches of stored video.

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- CAPE: This software would allow footage from drones to be broadcast, both to the Aware software (for live viewing), Vigilant VMS (for storage), and as a live-stream to up to 49 department employees.

These components will allow our personnel to store video footage and license plate scans for future retrieval to develop investigative leads for reported crimes.

They will also allow personnel to gain situational awareness at in-progress calls and to track suspects fleeing from crime scenes, leading to increased rates of apprehensions of suspects.

The equipment will be used directly for the project goals of increasing investigative leads and increasing solvability rates of retail thefts, motor vehicle thefts, motor vehicle accessory thefts, and cargo thefts.

Marketing of the presence of these components in Brea, and marketing of success stories, will serve to deter thieves from committing crimes in Brea, while simultaneously causing community members and visitors to have a greater feeling of safety in Brea.

Thank you for consideration of this request.

ADAM HAWLEY, CHIEF OF POLICE
BREA POLICE DEPARTMENT

RE: Request to Purchase Equipment

Escobar, Eddie@BSCC <Eddie.Escobar@bscc.ca.gov>

Mon 12/4/2023 9:14 AM

To: Harvey, Chris <CHRISHA@ci.brea.ca.us>

Cc: BSCC ORT <ORT@bscc.ca.gov>

📎 1 attachments (187 KB)

Request to Purchase - BSCC - 12.01.2023 (Motorola).pdf;

Good Morning Chris,

After further review, based on your project narrative and activities outlined in your ORT proposal, your Purchase Request has been APPROVED. Please keep appropriate documentation and state the approval in the comment section of the Invoice ("FR approved purchase on 12/4/2023").

Thanks.

Eddie Escobar

Field Representative, Corrections Planning and Grant Programs

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833

<http://www.bscc.ca.gov>

cell 916.599.2125

email eddie.escobar@bscc.ca.gov

LEADERSHIP ★ EXCELLENCE ★ SUPPORT

From: Harvey, Chris <CHRISHA@ci.brea.ca.us>

Sent: Saturday, December 2, 2023 2:24 PM

To: Escobar, Eddie@BSCC <Eddie.Escobar@bscc.ca.gov>

Subject: Request to Purchase Equipment

Hello again,

Here is another letter requesting approval to purchase equipment and installation. Since we are purchasing this as a bundle/package, I made the format a bit different than the first letter. I hope it still accomplishes the same thing.

Looking forward to a quick response so we can move forward on this prior to the end of the year (before Christmas).

CHRIS HARVEY, ID #1457

Police Lieutenant | Professional Standards

Brea Police Department

P: 714.990.7744 | **E:** charvey@cityofbrea.net | **W:** www.breapolice.net

City of Brea | 1 Civic Center Circle | Brea, California 92821



City Council Regular Meeting Communication

Waive Full Reading and Adopt Ordinance No. 1245 An Ordinance of the City of Brea Transferring and Granting a Pipeline Franchise to RMX Resources, L.L.C. and Approve CEQA Exemption Determination

Meeting	Agenda Group
Tuesday, December 19, 2023, 7:00 PM	CONSENT CALENDAR Item: 7C
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Waive full reading and adopt Ordinance No. 1245 titled "An Ordinance of the City Council of the City of Brea Transferring and Amending A Franchise Granted to Matrix Investments, L.P. to Construct, Operate and Maintain Pipelines for the Transportation of Hydrocarbon Substances in the City of Brea to RMX Resources, LLC., and Approving a CEQA Exemption Determination; and

Appropriate any revenues received as part of this franchise in the Fiscal Year 2023-25 Operating Budget; and
Authorize the City Clerk to release the current faithful performance bond upon acceptance of the new faithful performance bond once notification is received from the Public Works Department.

BACKGROUND/DISCUSSION

RMX Resources, L.L.C. (RMX), as successor in interest to Matrix Investments, L.P. (Matrix), has submitted an application requesting that Matrix’s previously granted pipeline franchise under Ordinance No. 1195 be transferred and granted to RMX to continue operation and maintenance of existing petroleum pipelines in the City of Brea. The California Public Utilities Code (CPUC) and Brea City Code (BCC) requires any person, firm, or corporation utilizing City property to convey petroleum or other products to have a valid franchise with the City of Brea.

With consultation from the City Attorney's office, staff has determined that RMX's application is for transferring and granting an existing pipeline franchise and not constructing, building, and operating an entirely new pipeline within the City. Therefore, the City Council is not required to adopt a Resolution of Intent to Grant or conduct a Public Hearing and has introduced the draft Ordinance for first reading. The transferring and granting of this pipeline franchise is exempt from the California Environmental Quality Act of 1970 (CEQA) under Section 15301 ("Existing Facilities") of the CEQA Guidelines, and this Categorical Exemption has been incorporated by reference in the draft Ordinance. The City is currently holding a \$100,000 faithful performance bond from Matrix that will need to be released after the second reading and final adoption of the draft Ordinance by the City Council. At that time, RMX will submit a new \$100,000 faithful performance bond, referencing the new Ordinance No. 1245.

Staff recommends waiving the second reading of the draft Ordinance. If the draft Ordinance is adopted, then both the Ordinance and franchise would become effective 30 days later. The term of the franchise would be for ten years. RMX would be the franchisee of 8,980 linear feet of 6-inch pipelines along Whittier Avenue, Puente Street, Central Avenue, Berry Street, and Challenger Way. Attached is a map (Exhibit "A") depicting the location of RMX pipelines in the City.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff’s recommendation at their November 28, 2023 meeting. Staff responded to questions from Committee Members and the item was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The California Public Utilities Commission regulates pipeline activity and establishes the rates charged for franchise agreements. The rates for non-public utility franchises are also incorporated into the Brea City Code under Chapter 8.42: Pipeline Franchises (Table A). The annual payments are based on a formula associated with the internal diameter and length of the pipelines subject to annual Consumer Price Index adjustments. The franchise fees for the pipelines depicted in Exhibit "A" have been paid through the end of 2022. If adopted, the new Ordinance franchise fee is estimated to be \$3,256 for FY 23-24; therefore, the General Fund will have a positive fiscal impact.

Table A: Pipeline Franchise Rates – Non-public Utility			
Internal Diameter of Pipeline (Inches)	Length of Pipeline per Lineal Foot	Base Rate per Lineal Foot	Base Franchise Rate¹
6"	8,980 ft.	\$0.352	\$3,256
		Estimated FY 23-24 Franchise Fees	\$3,256
¹ Includes estimated 3% CPI increase for 2023.			

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho P.E., Director of Public Works

Attachments

1245.pdf

1245-map.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA TRANSFERRING AND AMENDING A FRANCHISE GRANTED TO MATRIX INVESTMENTS, L.P. TO CONSTRUCT, OPERATE AND MAINTAIN PIPELINES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF BREA TO RMX RESOURCES, LLC., AND APPROVING A CEQA EXEMPTION DETERMINATION

A. RECITALS:

(i) On June 2, 1992, the Brea City Council adopted Ordinance No. 922, granting to Union Oil Company of California, d/b/a UNOCAL, a California corporation and Ordinance No. 923 to Union California Pipeline Company, a California Corporation, the right to construct, operate and maintain pipelines for the transportation of hydrocarbon substances in the City of Brea, and by their terms, both franchises expired on or about July 1, 2002.

(ii) On February 16, 1996, Union Oil Company conveyed certain pipelines franchised under Ordinance No. 922 to Nuevo Energy Company.

(iii) On August 1, 1998, Nuevo Energy Company conveyed the pipelines referenced in Recital No. (ii), above, to Crimson Resource Management Corporation.

(iv) On September 3, 2002, Brea City Council adopted and approved Ordinance No. 1057. Ordinance No. 1057 transferred certain pipelines that Union Oil Company had operated under the franchise granted by Ordinance No. 922, all of the pipelines that Union California Pipeline Company had operated under the franchise granted by Ordinance No. 923, together with certain additional pipelines not previously franchised to Crimson Resource Management Corporation.

(v) On October 1, 2002, Brea City Council adopted Ordinance 1059 to extend and amend the pipeline franchise granted to Union Oil Company for the remainder of the pipelines granted by Ordinance No. 922.

(vi) On June 3, 2003, Crimson Resource Management Corporation transferred some, but not all, of the franchised pipelines of Ordinance No. 1057 to Bentley-Simonson, Inc.

(vii) On March 1, 2005, Bentley-Simonson, Inc. conveyed the pipelines referenced in Recital No. (vi), above, to Brown PXP Properties, LLC, which subsequently conveyed the same pipelines to Plains Exploration and Production Company.

(viii) On November 13, 2006, Vintage Production California, LLC, notified the City of Brea that Vintage Production California, LLC was going to acquire Plains Exploration and Production Company's interest in Ordinance No. 1057, and the pipelines referenced in Recital No. (vi), above.

(ix) On October 8, 2009, the City of Brea accepted Vintage Production California, LLC's replacement bond for the bond required by Ordinance No. 1057. Vintage Production California, LLC's bond replaced the Bentley-Simonson, Inc. bond.

(x) On September 2, 2014, Vintage Production California, LLC, changed its name to California Resources Production Corporation.

(xi) On April 1, 2016, Matrix Investments, LP, acquired California Resources Production Corporation's interest in Ordinance No. 1057, and the pipelines referenced in Recital No. (vi), above.

(xii) On September 5, 2017, the City Council adopted its Resolution No. 2017-060 declaring the Council's intent to grant a pipeline franchise to Matrix Investments, LP, pursuant to California Public Utilities Code § 6201, et seq.

(xiii) Pursuant to Resolution No. 2017-060 on September 5, 2017 the City Council conducted and concluded a public hearing concerning the proposed pipeline franchise grant, and thereafter approved the application on the terms and conditions provided herein.

(xiv) On November 7, 2017, the Brea City Council adopted Ordinance No. 1195, granting to Matrix Investments, L.P., the right, for ten (10) years, to maintain, operate, renew, replace, repair, remove or abandon in place existing pipes and pipelines for the collection, transportation or distribution of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud, steam, and/or other liquid and gaseous substances which are not more hazardous than the aforementioned substances, together with all existing manholes, valves, appurtenances and service connections necessary or convenient for the operation of said pipes or pipelines including existing conduits, cathodic protection devices, wires, cables and other appurtenances necessary or convenient for the exercise of the Franchisee's business, in, under, along or across Brea City streets and other property, all as depicted in Exhibit "A" attached hereto and incorporated by reference herein.

(xv) On April 1, 2018, RMX Resources, LLC, a Texas limited liability company doing business within the State of California, acquired Matrix Investments, L.P.'s interest in Ordinance No. 1195, and the pipelines referenced in Recital No. (xiv), above.

B. ORDINANCE:

NOW, THEREFORE, the City Council of the City of Brea hereby ordains as follows:

Section 1. The facts set forth in the Recitals, Part A, of this Ordinance, are true and correct.

Section 2. In accordance with the provisions of Chapter 8.42 of the Brea City Code, the City Council hereby transfers a franchise to RMX Resources, LLC, a Texas limited liability company (“Franchisee”), for the remainder of the ten (10) year term from the effective date of Ordinance No. 1195, to maintain, operate, renew, replace, repair, remove or abandon in place existing pipes and pipelines for the collection, transportation or distribution of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud, steam, and/or other liquid and gaseous substances which are not more hazardous than the aforementioned substances, together with all existing manholes, valves, appurtenances and service connections necessary or convenient for the operation of said pipes or pipelines including existing conduits, cathodic protection devices, wires, cables and other appurtenances necessary or convenient for the exercise of the Franchisee's business, in, under, along or across Brea City streets and other property, all as depicted in Exhibit "A" attached hereto and incorporated by reference herein (“Franchise”).

Section 3. The transfer of this Franchise is granted subject to, and the Franchisee shall comply with, all provisions of this Ordinance and Chapter 8.42 of Title 8 of the Brea City Code, and said Chapter is incorporated by reference herein.

Section 4. Compliance. Franchisee shall at all times be in compliance with all applicable federal and state laws and regulations regarding the maintenance, operation, and testing of the Pipeline Facilities within the City of Brea. Without prior demand by the City, Franchisee shall submit to the City for review, the results of any and all pipeline testing required to be performed pursuant to applicable federal or state law, by January 31st of every year during the term of this Franchise, or otherwise upon request of the City. If such testing is not required by federal or state law to be performed in any given year, then the Franchisee shall report to the City in writing that no testing is required during that year by January 31st.

Section 5. To the extent not contrary to Applicable Law, as defined in Chapter 8.42 of Title 8 of the Brea City Code, the City Council may from time to time amend this Ordinance or Chapter 8.42 of Title 8 and such amendments shall apply to the Franchisee to the extent such amendments are of general application to pipeline franchises in the City of Brea. Except as amended by this Ordinance, each and every provision of Chapter 8.42 of Title 8 of the Brea City Code shall apply to the Franchise transferred and amended herein.

Section 6. The City Council finds that the transfer and amendment of the Franchise (“Project”) was reviewed in accordance with the California Environmental Quality Act of 1970 (CEQA) and the Guidelines thereunder, and that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Project is exempt from CEQA pursuant to Section 15301 (“Existing Facilities”) of the CEQA Guidelines, and that this Categorical Exemption, incorporated herein by reference, reflects the independent judgment of the

City Council. Based thereon, the City Council hereby adopts the Categorical Exemption for the Project.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision or legislation of any court of competent jurisdiction, or by reason of preemptive legislation, such decision or legislation shall not affect the validity of the remaining portions thereof. The City Council declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more of the sections, subsections, sentences, clauses, or phrases thereof is declared invalid or unconstitutional.

Section 8. Acceptance of Terms. This Ordinance and Franchise shall not become effective unless and until the Franchisee provides a written acknowledgement and agreement to the terms herein.

Section 9. The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2023.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the ___ day of _____, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the ___ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED:

COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

EXHIBIT "A"

ORDINANCE NO. 1195
*AN ORDINANCE OF THE CITY OF BREA GRANTING A PIPELINE FRANCHISE TO
MATRIX INVESTMENTS, L.P.
(Dated November 7, 2017)*

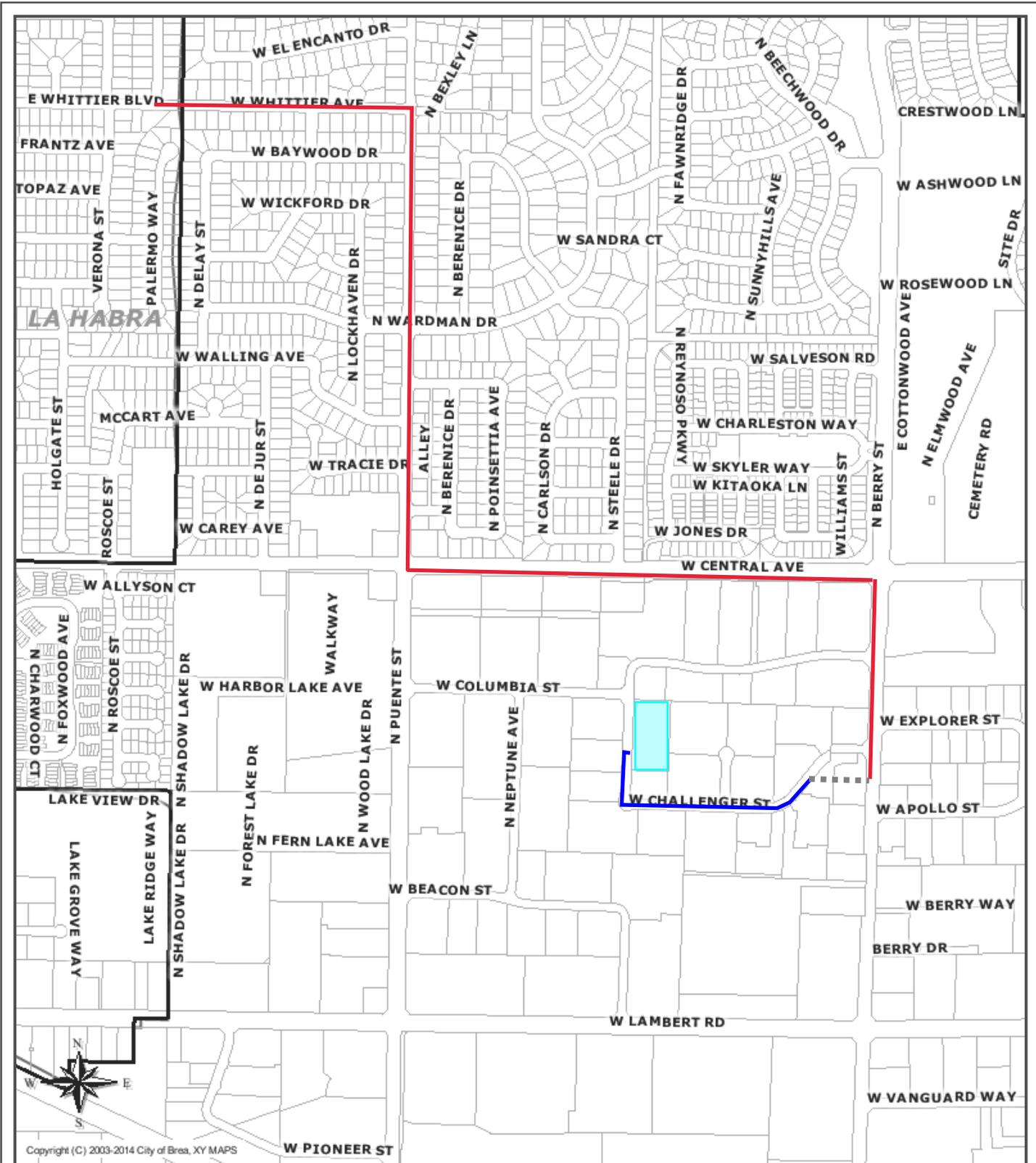


EXHIBIT 'A'

PIPELINE LOCATION MAP



Copyright (C) 2003-2014 City of Brea, XY MAPS



Scale: 1 in = 800 ft

Printed 8/21/2017



City of Brea
City Council Regular Meeting Communication

November Outgoing Payment Log and December 1 and 8, 2023 City Disbursement Registers

Meeting	Agenda Group
Tuesday, December 19, 2023, 7:00 PM	CONSENT CALENDAR Item: 7D
FROM	
Bill Gallardo, City Manager	

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

City Outgoing Payment Log-Nov 23.pdf

City Disbursement Register 12.01.23.pdf

City Disbursement Register 12.08.23.pdf

City of Brea
Outgoing Payment Log
November 2023

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
11/2/2023	BankCard	Golf credit card processing fees	\$ 7,478.65
11/3/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	4,113.64
11/2/2023	Elavon	Golf credit card processing fees	3,111.19
11/3/2023	Paypal	Paypal processing fees	111.05
11/3/2023	Brea Payroll	Brea staff payroll	1,000,956.55
11/3/2023	Brea Payroll	Employee deductions	88,531.09
11/3/2023	EDD	Payroll State taxes	64,853.27
11/3/2023	CA SDU	Child support payments	549.23
11/3/2023	IRS	Payroll Federal taxes	206,531.15
11/6/2023	CALPERS	Medical payment	355,351.96
11/6/2023	CALPERS	Member retirement	266,762.27
11/10/2023	ADP	ILJAO Payroll service fee	140.12
11/15/2023	Neon One, LLC	Theatre ticket sales fee	775.00
11/17/2023	Brea Payroll	Brea staff payroll	1,405,774.95
11/17/2023	Brea Payroll	Employee deductions	93,650.31
11/17/2023	EDD	Payroll State taxes	88,611.28
11/17/2023	CA SDU	Child support payments	549.23
11/17/2023	IRS	Payroll Federal taxes	316,140.25
11/17/2023	CALPERS	Member retirement	400,677.33
11/20/2023	ICMA	Retiree medical benefit	40,024.30
11/20/2023	City of brea	City of Brea Water payments	47,487.49
11/20/2023	Paymentus	Monthly service fee	7,299.52
11/21/2023	Telecheck	Telecheck processing fees	468.05
11/21/2023	Citizens Business Bank	Monthly banking service fee	2,931.97
11/22/2023	CA Dept of Tax	Sales tax	362.64
11/29/2023	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,119.23
		Subtotal	\$ 4,416,361.72
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	91,822.40
	Various	General Liability Claims	158,126.36
		Subtotal	\$ 249,948.76
		Total	<u><u>\$ 4,666,310.48</u></u>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194237	AAA ELECTRIC MOTOR SALES, INC.	12/01/2023	3615	490515151	HVAC BELTS	\$1,253.46
					AAA ELECTRIC MOTOR SALES, INC. Total Check Amount:	\$1,253.46
194238	GONZALO ARAIZA	12/01/2023	32689	110000000	PD REPORT REQ REFUND	\$3.00
					GONZALO ARAIZA Total Check Amount:	\$3.00
194239	AT&T CALNET	12/01/2023	20391	361515143	CALNET NOV 2023	\$121.07
		12/01/2023	20391	475141471	CALNET NOV 2023	\$241.54
					AT&T CALNET Total Check Amount:	\$362.61
194240	AT&T LONG DISTANCE	12/01/2023	1737	475141471	807752441 10/3-11/2	\$49.14
		12/01/2023	1737	475141471	807752441 11/3-12/2	\$48.43
					AT&T LONG DISTANCE Total Check Amount:	\$97.57
194241	AVENU INSIGHTS & ANALYTICS, LLC	12/01/2023	29396	110141424	PROP TAX REP Q4 2023	\$1,750.00
		12/01/2023	29396	110141424	STARS SVC Q2 2023	\$899.25
					AVENU INSIGHTS & ANALYTICS, LLC Total Check Amount:	\$2,649.25
194242	BEECHWOOD SCHOOL FOUNDATION	12/01/2023	26567	110	FALL MUSICAL CRED BAL	\$188.75
		12/01/2023	26567	110	RENTAL DEPOSIT REFUND	\$500.00
					BEECHWOOD SCHOOL FOUNDATION Total Check Amount:	\$688.75
194243	CHARTER COMMUNICATIONS	12/01/2023	31694	110111143	CABLE CHGS NOV/DEC23	\$95.13
					CHARTER COMMUNICATIONS Total Check Amount:	\$95.13
194244	THE COUNSELING TEAM INTERNATIONAL	12/01/2023	13933	110222221	EMPL SUPP SVCS OCT23	\$220.00
					THE COUNSELING TEAM INTERNATIONAL Total Check Amount:	\$220.00
194245	COUNTY OF ORANGE	12/01/2023	4799	110212122	OCATS FEES NOV 2023	\$1,104.51
					COUNTY OF ORANGE Total Check Amount:	\$1,104.51
194246	CREATE A PARTY RENTALS	12/01/2023	7113	110404421	VETERANS' DAY RENTALS	\$1,737.15
					CREATE A PARTY RENTALS Total Check Amount:	\$1,737.15
194247	DELTA T HVAC, INC.	12/01/2023	28265	490515151	ALERTON (SC AC#1) RPR	\$850.00
		12/01/2023	28265	490515151	ALERTON (BCC) RPR	\$660.00
		12/01/2023	28265	490515151	REPL 3-WAY VALVE CCC	\$800.00
					DELTA T HVAC, INC. Total Check Amount:	\$2,310.00
194248	DFS FLOORING	12/01/2023	16712	490515151	CARPET(YARD) CLEANING	\$725.00
					DFS FLOORING Total Check Amount:	\$725.00
194249	SOUTHERN CALIFORNIA EDISON	12/01/2023	3343	110515121	ELECTRICITY OCT/NOV23	\$1,613.61
		12/01/2023	3343	110515148	ELECTRICITY OCT/NOV23	\$74.39
					SOUTHERN CALIFORNIA EDISON Total Check Amount:	\$1,688.00
194250	ERIC W. GRUVER PHD	12/01/2023	7856	110141481	PRE-EMPL EVAL 5/10/23	\$425.00
					ERIC W. GRUVER PHD Total Check Amount:	\$425.00
194251	FRONTIER COMMUNICATIONS	12/01/2023	26183	475141471	5611820146 1116-1215	\$56.12
					FRONTIER COMMUNICATIONS Total Check Amount:	\$56.12
194252	THE GAS COMPANY	12/01/2023	3749	490515151	GAS OCT/NOV 2023	\$191.39

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THE GAS COMPANY						Total Check Amount: \$191.39
194253	IPERMIT E RATERS	12/01/2023	29288	840000000	DEVELOPER FEE REFUND	\$250.00
IPERMIT E RATERS						Total Check Amount: \$250.00
194254	KUSSMAUL ELECTRONICS	12/01/2023	16760	480515161	CHARGER	\$1,426.37
KUSSMAUL ELECTRONICS						Total Check Amount: \$1,426.37
194255	NEWGEN STRATEGIES & SOLUTIONS, LLC	12/01/2023	31442	440515122	S/W COS STUDY 11/15	\$3,980.00
NEWGEN STRATEGIES & SOLUTIONS, LLC						Total Check Amount: \$3,980.00
194256	ORANGE COUNTY SANDBAGGER	12/01/2023	31533	410515124	SANDBAGS	\$10,128.50
ORANGE COUNTY SANDBAGGER						Total Check Amount: \$10,128.50
194257	PAPER DEPOT, INC.	12/01/2023	32674	110141441	PAPER	\$3,282.50
PAPER DEPOT, INC.						Total Check Amount: \$3,282.50
194258	PURPLE CRANE SERVICES INC.	12/01/2023	32690	490515151	HVAC CRANE SERVICE	\$1,130.00
PURPLE CRANE SERVICES INC.						Total Check Amount: \$1,130.00
194259	RANDALL B. MONTGOMERY	12/01/2023	23446	130404546	WAR MEM PAVER ENGRAV	\$805.00
RANDALL B. MONTGOMERY						Total Check Amount: \$805.00
194260	SAN DIEGO COUNTY SHERIFF'S DEPT	12/01/2023	32688	110212111	BASIC MOTORCYCLE TRNG	\$1,095.00
SAN DIEGO COUNTY SHERIFF'S DEPT						Total Check Amount: \$1,095.00
194261	SAN DIEGO COUNTY SHERIFF'S DEPT	12/01/2023	32688	110212111	PRE-ACAD MTRCYCL TRNG	\$3,000.00
SAN DIEGO COUNTY SHERIFF'S DEPT						Total Check Amount: \$3,000.00
194262	SOUTH COAST AIR QUALITY MGMT DIST	12/01/2023	10871	480515161	194692 RENEWAL FEES	\$504.91
		12/01/2023	10871	480515161	194692 EMISSIONS FEES	\$160.35
SOUTH COAST AIR QUALITY MGMT DIST						Total Check Amount: \$665.26
194263	SOUTH COAST ELECTRICAL, INC.	12/01/2023	32080	490515151	ELECTRICAL WORK FS4	\$865.00
SOUTH COAST ELECTRICAL, INC.						Total Check Amount: \$865.00
194264	SPARKLETTS	12/01/2023	3001	110111161	CCCFOUNTAIN WTR OCT23	\$17.96
		12/01/2023	3001	110111161	COUNCIL MTG WTR OCT23	\$57.52
SPARKLETTS						Total Check Amount: \$75.48
194265	THE SPECIAL NEEDS FRIENDS CLUB	12/01/2023	31837	110	HOLIDAY PARTY CREDIT	\$309.00
THE SPECIAL NEEDS FRIENDS CLUB						Total Check Amount: \$309.00
194266	ST. JUDE MEDICAL CENTER	12/01/2023	3503	174222222	PM SUPPLIES 2023 Q3	\$3,711.05
ST. JUDE MEDICAL CENTER						Total Check Amount: \$3,711.05
194267	SWRCB	12/01/2023	14532	410515132	23/24 PERMIT #549326	\$17,666.00
SWRCB						Total Check Amount: \$17,666.00
194268	KRISTEN TAYLOR	12/01/2023	31077	110404541	ARTGALLERY CONS SALES	\$26.75
KRISTEN TAYLOR						Total Check Amount: \$26.75
194269	TURNOUT MAINTENANCE COMPANY, LLC	12/01/2023	19898	110222221	TURNOUT CLEANING	\$129.00
TURNOUT MAINTENANCE COMPANY, LLC						Total Check Amount: \$129.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194270	CF UNITED LLC	12/01/2023	30700	480515161	CARWASH OCT 2023	\$212.80
CF UNITED LLC						Total Check Amount: \$212.80
194271	VERITIV OPERATING COMPANY	12/01/2023	26806	110141441	FUEL SURCHARGE	\$11.31
VERITIV OPERATING COMPANY						Total Check Amount: \$11.31
194272	WOODRUFF & SMART	12/01/2023	24094	470141483	PROF LEGAL SVCS OCT23	\$227.50
		12/01/2023	24094	470141483	PROF LEGAL SVCS SEP23	\$14,588.25
WOODRUFF & SMART						Total Check Amount: \$14,815.75
194273	XEROX CORPORATION	12/01/2023	3349	110141441	UDIRECTS MNT OCT 2023	\$151.27
		12/01/2023	3349	110141441	VR280 PRESS OCT 2023	\$840.80
		12/01/2023	3349	110141441	VR280STND OCT 2023	\$478.41
		12/01/2023	3349	110141441	MAKEREADY MNT OCT23	\$116.00
		12/01/2023	3349	110141441	VR280 PRNT CHGS OCT23	\$866.35
XEROX CORPORATION						Total Check Amount: \$2,452.83
Check Subtotal						\$79,644.54
V53729	ACTIVE NETWORK, LLC.	12/01/2023	14295	110404211	VERIFONE PYMT DEVICES	\$1,044.10
ACTIVE NETWORK, LLC.						Total Check Amount: \$1,044.10
V53730	ROGER AIELLI	12/01/2023	31021	110404424	UMPIRE FEE 11-20-2023	\$102.00
ROGER AIELLI						Total Check Amount: \$102.00
V53731	ALLSTAR FIRE EQUIPMENT	12/01/2023	8353	110222221	HELMETS	\$995.34
ALLSTAR FIRE EQUIPMENT						Total Check Amount: \$995.34
V53732	AM-TEC TOTAL SECURITY INC	12/01/2023	30658	475141471	CAMERA DOME COVERS	\$105.98
AM-TEC TOTAL SECURITY INC						Total Check Amount: \$105.98
V53733	AZTECA SYSTEMS, LLC	12/01/2023	24556	110515111	OFFICE+RESPOND MOBILE	\$283.79
		12/01/2023	24556	110515141	OFFICE+RESPOND MOBILE	\$27.03
		12/01/2023	24556	110515111	GIS CONSULT 1030-1101	\$337.50
		12/01/2023	24556	110515121	OFFICE+RESPOND MOBILE	\$165.16
		12/01/2023	24556	420515131	OFFICE+RESPOND MOBILE	\$165.16
		12/01/2023	24556	490515151	OFFICE+RESPOND MOBILE	\$27.03
		12/01/2023	24556	110515111	GIS CONSULT 11/7	\$112.50
		12/01/2023	24556	430515123	OFFICE+RESPOND MOBILE	\$165.16
AZTECA SYSTEMS, LLC						Total Check Amount: \$1,283.33
V53734	BOYS & GIRLS CLUBS	12/01/2023	26980	902009100	PROGRAM STAFF OCT23	\$4,708.00
BOYS & GIRLS CLUBS						Total Check Amount: \$4,708.00
V53735	BREA DISPOSAL, INC	12/01/2023	3330	440515122	OCT 2023 RES TONNAGE	\$78,499.10
BREA DISPOSAL, INC						Total Check Amount: \$78,499.10
V53736	BREA TOWING	12/01/2023	16399	110212131	TOWING (TFC) OCT 2023	\$2,219.39
		12/01/2023	16399	110212121	TOWING (INV) OCT 2023	\$1,651.19

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
BREA TOWING						Total Check Amount: \$3,870.58
V53737	BUTLER CHEMICALS, INC.	12/01/2023	6515	490515151	SR CTR DW SVC OCT23	\$188.56
BUTLER CHEMICALS, INC.						Total Check Amount: \$188.56
V53738	C. WELLS PIPELINE MATERIALS INC	12/01/2023	13055	420515131	CONCRETE BOXES	\$6,271.06
		12/01/2023	13055	420515131	PLUMBING SUPPLIES	\$11,431.52
C. WELLS PIPELINE MATERIALS INC						Total Check Amount: \$17,702.58
V53739	CANON FINANCIAL SERVICES, INC.	12/01/2023	20648	110141441	FS1-4 PRNT CHGS OCT23	\$51.38
		12/01/2023	20648	110141441	FS1-4 CPRLEASE NOV23	\$101.28
		12/01/2023	20648	110141441	PW/BRC CPRLEASE NOV23	\$352.45
		12/01/2023	20648	110141441	PW/BRC PRNTCHGS OCT23	\$55.26
CANON FINANCIAL SERVICES, INC.						Total Check Amount: \$560.37
V53740	CANON SOLUTIONS AMERICA, INC	12/01/2023	15260	110141441	PRINT CHGS OCT 2023	\$486.52
		12/01/2023	15260	110141441	COPIER LEASE NOV 2023	\$1,072.12
CANON SOLUTIONS AMERICA, INC						Total Check Amount: \$1,558.64
V53741	CERTIFIED LANGUAGES INTERNATIONAL	12/01/2023	26534	280323215	TRANSLATN SVCS 10/23	\$53.65
CERTIFIED LANGUAGES INTERNATIONAL						Total Check Amount: \$53.65
V53742	COMLOCK SECURITY-GROUP	12/01/2023	13625	490515151	EMERG LOCK SVC 11/2	\$408.87
		12/01/2023	13625	490515151	KEYS	\$21.82
COMLOCK SECURITY-GROUP						Total Check Amount: \$430.69
V53743	THE CONNECTION CORPORATION	12/01/2023	31669	110404523	COUNSELING SVCS OCT23	\$540.00
THE CONNECTION CORPORATION						Total Check Amount: \$540.00
V53744	DELTA DENTAL INSURANCE COMPANY	12/01/2023	26074	110	79395 DNTL HMO DEC23	\$2,079.12
DELTA DENTAL INSURANCE COMPANY						Total Check Amount: \$2,079.12
V53745	EQUIPMENT DIRECT INC	12/01/2023	4522	110515144	SAFETY EQUIPMENT	\$333.99
EQUIPMENT DIRECT INC						Total Check Amount: \$333.99
V53746	ESRI	12/01/2023	25858	475141471	23/24 ARCGIS DT/ENT	\$11,890.00
ESRI						Total Check Amount: \$11,890.00
V53747	EVERNORTH BEHAVIORAL HEALTH INC.	12/01/2023	26628	110141481	EAP SVCS DEC 2023	\$1,125.69
EVERNORTH BEHAVIORAL HEALTH INC.						Total Check Amount: \$1,125.69
V53748	FIRE ETC	12/01/2023	26940	110222223	TURNOUT CLEANER	\$359.69
FIRE ETC						Total Check Amount: \$359.69
V53749	GALE SUPPLY COMPANY	12/01/2023	21090	490515151	JANITORIAL SUPPLIES	\$1,746.79
GALE SUPPLY COMPANY						Total Check Amount: \$1,746.79
V53750	DESTINY ANGEL GARCIA	12/01/2023	32045	110212111	TRAINING MILEAGE	\$114.30
		12/01/2023	32045	110212142	TRAINING MILEAGE ADJ	(\$30.00)
		12/01/2023	32045	110212142	TRAINING MILEAGE	\$30.00
		12/01/2023	32045	110212111	TRAINING EXPENSE	\$40.00
DESTINY ANGEL GARCIA						Total Check Amount: \$154.30

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53751	GRAINGER	12/01/2023	13634	480515161	TOOL BOX	\$942.25
GRAINGER					Total Check Amount:	\$942.25
V53752	HAAKER EQUIPMENT CO.	12/01/2023	4297	430515123	VACTOR TRUCK HOSE	\$2,586.00
HAAKER EQUIPMENT CO.					Total Check Amount:	\$2,586.00
V53753	GABRIEL HANNAH	12/01/2023	17533	110404424	UMPIRE FEE 11/20/23	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V53754	HCI SYSTEMS INC	12/01/2023	25112	110515125	ELEV TEST DTSP3 10/26	\$1,179.00
HCI SYSTEMS INC					Total Check Amount:	\$1,179.00
V53755	INLAND ROUND BALL OFFICIALS INC.	12/01/2023	31906	110404424	REFEREE REE 11/19/23	\$840.00
INLAND ROUND BALL OFFICIALS INC.					Total Check Amount:	\$840.00
V53756	INTERWEST CONSULTING GROUP, INC.	12/01/2023	28473	110000000	INSP SVCS SEPT 2023	(\$180.00)
		12/01/2023	28473	510707251	CIP MGMT SEPT 2023	\$5,900.00
		12/01/2023	28473	510707324	CIP MGMT AUG 2023	\$417.50
		12/01/2023	28473	510707442	CIP MGMT SEPT 2023	\$243.75
		12/01/2023	28473	510707717	CIP MGMT SEPT 2023	\$2,047.50
		12/01/2023	28473	510707978	CIP MGMT JUN 2023	\$2,520.00
		12/01/2023	28473	510707978	CIP MGMT JUL 2023	\$7,015.00
		12/01/2023	28473	510707322	CIP MGMT SEPT 2023	\$633.75
		12/01/2023	28473	510707327	CIP MGMT SEPT 2023	\$240.00
		12/01/2023	28473	510707978	CIP MGMT SEPT 2023	\$4,210.00
		12/01/2023	28473	840515171	INSP SVCS SEPT 2023	\$600.00
		12/01/2023	28473	510707251	CIP MGMT AUG 2023	\$7,052.25
		12/01/2023	28473	510707251	CIP MGMT JUL 2023	\$6,076.00
		12/01/2023	28473	510707299	CIP MGMT SEPT 2023	\$501.00
		12/01/2023	28473	510707324	CIP MGMT SEPT 2023	\$876.75
		12/01/2023	28473	510707324	CIP MGMT/INSP JUL23	\$2,657.50
		12/01/2023	28473	510707956	CIP MGMT SEPT 2023	\$90.00
INTERWEST CONSULTING GROUP, INC.					Total Check Amount:	\$40,901.00
V53757	IPARQ	12/01/2023	21583	110323241	PERMIT SYST FEE NOV23	\$100.00
		12/01/2023	21583	110323241	PERMIT FEES OCT 2023	\$143.21
IPARQ					Total Check Amount:	\$243.21
V53758	JAX AUTO	12/01/2023	20187	480515161	SMOG TEST #28029	\$59.95
JAX AUTO					Total Check Amount:	\$59.95
V53759	K PRO STONE CARE	12/01/2023	20535	465515149	CONCRETE SAW CUT	\$4,500.00
		12/01/2023	20535	490515151	VET MEM STONE POLISH	\$1,850.00
K PRO STONE CARE					Total Check Amount:	\$6,350.00
V53760	KELLY SPICERS STORES	12/01/2023	31267	110141441	PAPER/SUPPLIES	\$614.21
KELLY SPICERS STORES					Total Check Amount:	\$614.21

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53761	LIEBERT CASSIDY WHITMORE	12/01/2023	2489	470141483	PROF SVCS 00021 OCT23	\$261.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$261.00
V53762	JAMIE KRISTINE MCDONALD	12/01/2023	23730	110212111	TRAINING MILEAGE	\$144.76
JAMIE KRISTINE MCDONALD					Total Check Amount:	\$144.76
V53763	PLUMBING WHOLESALE OUTLET, INC.	12/01/2023	18392	110515141	PLUMBING SUPPLIES	\$161.80
		12/01/2023	18392	490515151	PLUMBING SUPPLIES	\$1,117.54
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$1,279.34
V53764	PRADO FAMILY SHOOTING RANGE	12/01/2023	14276	110212131	RANGE FEES 10/27	\$425.00
		12/01/2023	14276	110212131	RANGE FEES 11/21-22	\$650.00
PRADO FAMILY SHOOTING RANGE					Total Check Amount:	\$1,075.00
V53765	PRINT & FINISHING SOLUTIONS	12/01/2023	21135	110141441	LAMINATE	\$529.22
PRINT & FINISHING SOLUTIONS					Total Check Amount:	\$529.22
V53766	R.J. NOBLE COMPANY	12/01/2023	1076	420515131	ASPHALT	\$1,578.54
R.J. NOBLE COMPANY					Total Check Amount:	\$1,578.54
V53767	RCS INVESTIGATIONS & CONSULTING LLC	12/01/2023	22534	110212111	BCKGRND INVESTIGATION	\$4,850.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$4,850.00
V53768	RICHARDS, WATSON & GERSHON	12/01/2023	8978	420141421	9999 GEN LGL SVCS SEP	\$66.00
		12/01/2023	8978	110111112	0001 GEN LGL SVCS SEP	\$11,319.58
		12/01/2023	8978	110111112	9999 GEN LGL SVCS SEP	\$19,144.78
		12/01/2023	8978	420141421	0001 GEN LGL SVCS SEP	\$342.00
		12/01/2023	8978	430515123	9999 GEN LGL SVCS SEP	\$638.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$31,510.36
V53769	NOAH BRENT RIVERA	12/01/2023	32018	110212111	TRAINING EXPENSE	\$16.00
		12/01/2023	32018	110212111	TRAINING MILEAGE	\$164.86
NOAH BRENT RIVERA					Total Check Amount:	\$180.86
V53770	RUSSELL SIGLER INC.	12/01/2023	21638	490515151	HVAC FILTERS	\$87.71
RUSSELL SIGLER INC.					Total Check Amount:	\$87.71
V53771	SITEONE LANDSCAPE SUPPLY, LLC	12/01/2023	25942	110515141	IRRIGATION SUPPLIES	\$487.36
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$487.36
V53772	TOWO ENTERPRISE INC.	12/01/2023	32081	510707324	N.BERRY ST. RETENTION	\$1,406.31
		12/01/2023	32081	510	N.BERRY ST. RETENTION	\$18,789.53
TOWO ENTERPRISE INC.					Total Check Amount:	\$20,195.84
V53773	TOM MALLOY CORPORATION	12/01/2023	16935	420515131	TRENCH TOP RENTALS	\$357.40
TOM MALLOY CORPORATION					Total Check Amount:	\$357.40
V53774	TRINITY SOUND COMPANY	12/01/2023	11364	110404421	2023 TREE LIGHTING	\$2,392.50
TRINITY SOUND COMPANY					Total Check Amount:	\$2,392.50
V53775	TROPICAL PLAZA NURSERY, INC	12/01/2023	2062	345515112	IRRIGATION REPAIR	\$93.74
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$93.74

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53776	TURBO DATA SYSTEMS, INC.	12/01/2023	1472	110212122	CITATION PROC OCT23	\$607.97
					TURBO DATA SYSTEMS, INC.	Total Check Amount: \$607.97
V53777	TYLER TECHNOLOGIES, INC.	12/01/2023	25937	951	ILJAOC ECIT LIC-BPARK	\$2,809.33
					TYLER TECHNOLOGIES, INC.	Total Check Amount: \$2,809.33
V53778	UNITED PUMPING SERVICE, INC.	12/01/2023	16388	430515123	PUMPING SVCS 10/31/23	\$3,634.25
					UNITED PUMPING SERVICE, INC.	Total Check Amount: \$3,634.25
V53779	WEST COAST ARBORISTS, INC.	12/01/2023	1556	110515142	TREE MNT 11/1-11/15	\$4,413.00
		12/01/2023	1556	110515141	TREE MNT-PARK 11/1-15	\$3,971.70
					WEST COAST ARBORISTS, INC.	Total Check Amount: \$8,384.70
Voucher Subtotal						\$263,610.00
TOTAL						\$343,254.54

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194274	THE ALLEY CATS MUSIC, INC	12/08/2023	12680	110	ALLEYCATS 2023 PAYOUT	\$12,448.08
THE ALLEY CATS MUSIC, INC					Total Check Amount:	\$12,448.08
194275	ARDURRA GROUP, INC.	12/08/2023	29147	110000000	PLAN CHECK SVCS SEP23	\$320.00
		12/08/2023	29147	110000000	PLAN CHECK SVCS OCT23	\$80.00
		12/08/2023	29147	84051517P	PLAN CHECK SVCS SEP23	\$1,530.00
		12/08/2023	29147	84051517P	PLAN CHECK SVCS OCT23	\$382.50
ARDURRA GROUP, INC.					Total Check Amount:	\$2,312.50
194276	AT&T	12/08/2023	22050	475141471	8809593804 11-11-23	\$1,900.58
		12/08/2023	22050	475141471	0714983807 11-11-23	\$1,287.74
AT&T					Total Check Amount:	\$3,188.32
194277	AT&T	12/08/2023	22390	475141471	7149110022 1114-1213	\$207.73
AT&T					Total Check Amount:	\$207.73
194278	AT&T CALNET	12/08/2023	20391	475141471	CALNET NOV 2023	\$7,191.78
		12/08/2023	20391	360515145	CALNET NOV 2023	\$59.74
		12/08/2023	20391	360515147	CALNET NOV 2023	\$31.76
		12/08/2023	20391	420515131	CALNET NOV 2023	\$283.42
AT&T CALNET					Total Check Amount:	\$7,566.70
194279	BEE REMOVERS	12/08/2023	28503	420515131	BEE REMOVAL 10/23	\$130.00
BEE REMOVERS					Total Check Amount:	\$130.00
194280	BREA-OLINDA WILDCATS	12/08/2023	32693	110404421	POINSETTIA FUNDRAISER	\$300.00
BREA-OLINDA WILDCATS					Total Check Amount:	\$300.00
194282	BUSINESS CARD	12/08/2023	18749	110141481	BSCARD 102323 HR	\$1,618.64
		12/08/2023	18749	110141481	BSCARD 112323 HR	\$210.00
		12/08/2023	18749	110212121	BSCARD 112323 PD	\$300.00
		12/08/2023	18749	110404215	BSCARD 112323 CS II	\$783.34
		12/08/2023	18749	110404421	BSCARD 112323 CS II	\$168.00
		12/08/2023	18749	950000000	ILJAO BSCARD 1123 MJ	\$17.34
		12/08/2023	18749	110	BSCARD 112323 HR	\$5.00
		12/08/2023	18749	110	BSCARD 112323 PD	(\$3.69)
		12/08/2023	18749	110212111	BSCARD 112323 PD	\$2,222.57
		12/08/2023	18749	110222211	BSCARD 102323 DEF REV	(\$136.14)
		12/08/2023	18749	110212141	BSCARD 112323 PD	\$513.10
		12/08/2023	18749	110404211	BSCARD 102323 CS II	\$645.00
		12/08/2023	18749	110404217	BSCARD 102323 CS	\$124.33
		12/08/2023	18749	110404425	BSCARD 102323 CS	\$20.94
		12/08/2023	18749	110141481	BSCARD 102323 DEF REV	(\$1,618.64)
		12/08/2023	18749	110222221	BSCARD 102323 FIRE	\$2.24
		12/08/2023	18749	110222223	BSCARD 102323 FIRE	\$133.90

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194282	BUSINESS CARD	12/08/2023	18749	110404154	BSCARD 112323 CS II	\$837.15
		12/08/2023	18749	110404211	BSCARD 102323 DEF REV	(\$790.27)
		12/08/2023	18749	110404425	BSCARD 112323 CS	\$178.72
		12/08/2023	18749	110404429	BSCARD 112323 CS	\$1,424.21
		12/08/2023	18749	420515131	BSCARD 112323 WATER	\$15.04
BUSINESS CARD					Total Check Amount:	\$6,670.78
194283	CALIFORNIA PEACE OFFICERS ASSN	12/08/2023	4687	110212111	PUBLIC RECORDS ACT	\$1,250.00
CALIFORNIA PEACE OFFICERS ASSN					Total Check Amount:	\$1,250.00
194284	JOSEPH COVEY	12/08/2023	32205	110323231	PLANNING COMM 11/14	\$50.00
JOSEPH COVEY					Total Check Amount:	\$50.00
194285	DAN DE CRISTOFARO	12/08/2023	8022	110404217	DJ-6TH GR DANCE 11/3	\$475.00
DAN DE CRISTOFARO					Total Check Amount:	\$475.00
194286	SOUTHERN CALIFORNIA EDISON	12/08/2023	3343	110515121	ELECTRICITY OCT/NOV23	\$3,295.85
		12/08/2023	3343	420515131	ELECTRICITY NOV/DEC23	\$68,816.35
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$72,112.20
194287	FAST START SAFETY, INC.	12/08/2023	32452	420515131	SAFETY TRAINING 11/15	\$570.00
		12/08/2023	32452	110515121	SAFETY TRAINING 11/15	\$285.00
		12/08/2023	32452	110515141	SAFETY TRAINING 11/15	\$190.00
FAST START SAFETY, INC.					Total Check Amount:	\$1,045.00
194288	FT SHADEWORKS	12/08/2023	31522	181404250	SHADE BAND REPL BCC	\$6,500.00
FT SHADEWORKS					Total Check Amount:	\$6,500.00
194289	GALVEZ QUALITY AUTO GLASS	12/08/2023	27010	480515161	WINDOW RESEAL	\$285.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$285.00
194290	CAROLE GELKER	12/08/2023	32696	110	TTB23 ARTWORK SALES	\$280.00
CAROLE GELKER					Total Check Amount:	\$280.00
194291	CARLOS HERNANDEZ	12/08/2023	26724	110404543	CENT DOOR REPL PYMT#1	\$2,500.00
CARLOS HERNANDEZ					Total Check Amount:	\$2,500.00
194292	HYDROPRO SOLUTIONS	12/08/2023	31845	420515131	MODULES FOR METERS	\$3,354.05
		12/08/2023	31845	420515131	WATER METERS+ENCODERS	\$26,253.96
		12/08/2023	31845	420515131	ENCODERS	\$2,844.13
HYDROPRO SOLUTIONS					Total Check Amount:	\$32,452.14
194293	LINSCOTT, LAW & GREENSPAN ENGINEERS	12/08/2023	29408	840141412	TFC ENGG SVCS SEPT23	\$1,760.00
		12/08/2023	29408	840141412	TFC ENGG SVCS OCT23	\$1,536.75
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$3,296.75
194294	WILLIAM D. MADDEN	12/08/2023	32206	110323231	PLANNING COMM 11/14	\$50.00
WILLIAM D. MADDEN					Total Check Amount:	\$50.00
194295	MONUMENT ROW	12/08/2023	32407	510707946	ROW CONSULT OCT 2023	\$612.50
MONUMENT ROW					Total Check Amount:	\$612.50

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194296	NATIONAL TRAINING CONCEPTS, INC.	12/08/2023	20016	110212111	TACTWEAPONS OPER CRSE	\$1,096.00
					NATIONAL TRAINING CONCEPTS, INC. Total Check Amount:	\$1,096.00
194297	PREMIUM RV INC.	12/08/2023	11981	480515161	TRPLSTEP ENTRY MANUAL	\$270.63
					PREMIUM RV INC. Total Check Amount:	\$270.63
194298	PUENTE HILLS FORD	12/08/2023	25742	480515161	SWITCH	\$94.97
		12/08/2023	25742	480515161	AIR BAG REPAIR #1206	\$448.48
		12/08/2023	25742	480515161	HOSES	\$95.42
					PUENTE HILLS FORD Total Check Amount:	\$638.87
194299	MELANIE SCHLOTTERBECK	12/08/2023	27608	110323231	PLANNING COMM 11/14	\$50.00
					MELANIE SCHLOTTERBECK Total Check Amount:	\$50.00
194300	SANDHYA SHAH	12/08/2023	32692	840000000	DEVELOPER FEE REFUND	\$1,025.75
					SANDHYA SHAH Total Check Amount:	\$1,025.75
194301	SOUTH COAST AIR QUALITY MGMT DIST	12/08/2023	10871	480515161	194693 RENEWAL FEES	\$504.91
		12/08/2023	10871	480515161	194693 EMISSIONS FEES	\$160.35
					SOUTH COAST AIR QUALITY MGMT DIST Total Check Amount:	\$665.26
194302	UC REGENTS	12/08/2023	30461	110212121	SART EXAM 11/16	\$800.00
					UC REGENTS Total Check Amount:	\$800.00
194303	UNIFIRST CORPORATION	12/08/2023	27988	110515121	UNIFORM SVCS OCT 2023	\$70.70
		12/08/2023	27988	110515144	UNIFORM SVCS OCT 2023	\$74.29
		12/08/2023	27988	420515131	UNIFORM SVCS OCT 2023	\$341.47
		12/08/2023	27988	490515151	UNIFORM SVCS OCT 2023	\$441.19
		12/08/2023	27988	110515141	UNIFORM SVCS OCT 2023	\$129.09
		12/08/2023	27988	110515148	UNIFORM SVCS OCT 2023	\$5.60
		12/08/2023	27988	360515145	UNIFORM SVCS OCT 2023	\$11.10
		12/08/2023	27988	480515161	UNIFORM SVCS OCT 2023	\$195.95
		12/08/2023	27988	361515148	UNIFORM SVCS OCT 2023	\$5.65
		12/08/2023	27988	110515125	UNIFORM SVCS OCT 2023	\$57.05
		12/08/2023	27988	110515143	UNIFORM SVCS OCT 2023	\$15.00
		12/08/2023	27988	430515123	UNIFORM SVCS OCT 2023	\$51.45
		12/08/2023	27988	440515126	UNIFORM SVCS OCT 2023	\$13.35
					UNIFIRST CORPORATION Total Check Amount:	\$1,411.89
194304	VERIZON CONNECT NWF, INC.	12/08/2023	25293	480515161	PW GPS SVC NOV 2023	\$959.17
					VERIZON CONNECT NWF, INC. Total Check Amount:	\$959.17
194306	VERIZON WIRELESS	12/08/2023	21122	110111161	9949904082 1023-1122	\$46.89
		12/08/2023	21122	110141411	9949904082 1023-1122	\$40.01
		12/08/2023	21122	110323231	9949904082 1023-1122	\$41.89
		12/08/2023	21122	110111151	9949904082 1023-1122	\$88.78
		12/08/2023	21122	110141424	9949904082 1023-1122	\$33.04

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194306	VERIZON WIRELESS	12/08/2023	21122	110141431	9949904082 1023-1122	\$40.01
		12/08/2023	21122	110141441	9949904082 1023-1122	\$41.89
		12/08/2023	21122	110515171	9949904082 1023-1122	\$125.67
		12/08/2023	21122	174222222	9949904082 1023-1122	\$570.15
		12/08/2023	21122	110111143	9949904082 1023-1122	\$237.57
		12/08/2023	21122	110212121	9949904082 1023-1122	\$5,757.36
		12/08/2023	21122	110323212	9949904082 1023-1122	\$83.78
		12/08/2023	21122	110404525	9949904082 1023-1122	\$83.78
		12/08/2023	21122	110515125	9949904082 1023-1122	\$13.98
		12/08/2023	21122	410515124	9949904082 1023-1122	\$161.92
		12/08/2023	21122	420141421	9949904082 1023-1122	\$120.03
		12/08/2023	21122	420515131	9949904082 1023-1122	\$910.08
		12/08/2023	21122	440515122	9949904082 1023-1122	\$83.78
		12/08/2023	21122	460141474	9949904082 1023-1122	\$130.67
		12/08/2023	21122	475141471	9949904082 1023-1122	\$541.11
		12/08/2023	21122	960000000	9949904082 1023-1122	\$41.89
		12/08/2023	21122	110323241	9949904082 1023-1122	\$88.78
		12/08/2023	21122	110323243	9949904082 1023-1122	\$41.89
		12/08/2023	21122	110404311	9949904082 1023-1122	\$1,142.27
		12/08/2023	21122	110141481	9949904082 1023-1122	\$163.31
		12/08/2023	21122	110222223	9949904082 1023-1122	\$1,934.36
		12/08/2023	21122	430515123	9949904082 1023-1122	\$557.30
VERIZON WIRELESS					Total Check Amount:	\$13,122.19
194307	WESTERN AUDIO VISUAL	12/08/2023	24433	110404211	2024 BCC AUD SVC WARR	\$2,399.00
WESTERN AUDIO VISUAL					Total Check Amount:	\$2,399.00
194308	PEGGY JANE WIEDEMANN	12/08/2023	32697	110	TTB23 ARTWORK SALES	\$210.00
PEGGY JANE WIEDEMANN					Total Check Amount:	\$210.00
					Check Subtotal	\$176,381.46
V53780	ABBA TERMITE & PEST CONTROL	12/08/2023	15614	110515141	WASP NEST REMOVAL	\$245.00
		12/08/2023	15614	110515143	BEE SWARM REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$490.00
V53781	ADMINISTRATIVE & PROF	12/08/2023	3344	110	4010 APEA MEMB 120123	\$576.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$576.00
V53782	THE ADVANTAGE GROUP	12/08/2023	24539	110	808B FSADEPCAR 120123	\$1,491.66
		12/08/2023	24539	110	808C FSA URMED 120123	\$5,799.94
THE ADVANTAGE GROUP					Total Check Amount:	\$7,291.60
V53783	ROGER AIELLI	12/08/2023	31021	110404424	UMPIRE FEE 11/27/23	\$102.00

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ROGER AIELLI						Total Check Amount: \$102.00
V53784	ALLSTAR FIRE EQUIPMENT	12/08/2023	8353	110222221	TURNOUT COATS (10)	\$18,136.48
		12/08/2023	8353	174222222	TURNOUT COATS (4)	\$9,068.24
		12/08/2023	8353	110222221	TURNOUT COATS (6)	\$13,602.36
		12/08/2023	8353	110222221	TURNOUT PANTS (8)	\$11,684.41
ALLSTAR FIRE EQUIPMENT						Total Check Amount: \$52,491.49
V53785	ASBURY ENVIRONMENTAL SERVICES	12/08/2023	9144	480515161	OIL DISPOSAL	\$100.00
ASBURY ENVIRONMENTAL SERVICES						Total Check Amount: \$100.00
V53786	AVCOGAS PROPANE SALES & SERVICES	12/08/2023	22047	480515161	PROPANE 217.8 GALS	\$563.95
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$563.95
V53787	THE BANK OF NEW YORK MELLON	12/08/2023	16062	875141431	23/24 FISCAL AGT FEE	\$2,275.00
THE BANK OF NEW YORK MELLON						Total Check Amount: \$2,275.00
V53788	BIG BROTHERS BIG SISTERS	12/08/2023	32589	902009100	PROGRAM STAFF OCT23	\$3,531.55
BIG BROTHERS BIG SISTERS						Total Check Amount: \$3,531.55
V53789	BPSEA MEMORIAL FOUNDATION	12/08/2023	14990	110	4050 MEMORIAL 120123	\$133.00
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$133.00
V53790	BREA CITY EMPLOYEES ASSOCIATION	12/08/2023	3236	110	4005 BCEA MEMB 120123	\$720.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$720.00
V53791	BREA FIREFIGHTERS ASSOCIATION	12/08/2023	3237	110	4016 ASSOCMEMB 120123	\$3,674.00
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$3,674.00
V53792	BREA POLICE ASSOCIATION	12/08/2023	3769	110	4030 BPA REG 120123	\$3,500.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,500.00
V53793	BREA POLICE ATHLETIC LEAGUE	12/08/2023	1068	110	5010 B.P.A.L. 120123	\$137.50
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$137.50
V53794	BREA POLICE MANAGEMENT ASSOCIATION	12/08/2023	21189	110	4019 LDF MEMB 120123	\$9.50
		12/08/2023	21189	110	4020 PMA MEMB 120123	\$130.00
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$139.50
V53795	BREA/ORANGE COUNTY PLUMBING	12/08/2023	3781	110515141	LEAK DETECTION	\$475.00
BREA/ORANGE COUNTY PLUMBING						Total Check Amount: \$475.00
V53796	BRADLEY W. BROWN	12/08/2023	32699	110222221	HOME DEPOT-GLOVES	\$312.85
		12/08/2023	32699	110222223	HOME DEPOT-SUPPLIES	\$90.79
BRADLEY W. BROWN						Total Check Amount: \$403.64
V53797	CALIFORNIA DOMESTIC WATER CO	12/08/2023	3388	420515131	WTR CONSUMPTION NOV23	\$283,012.64
CALIFORNIA DOMESTIC WATER CO						Total Check Amount: \$283,012.64
V53798	CANNINGS ACE HARDWARE	12/08/2023	15828	480515161	TAPE/BOLTS	\$56.93
CANNINGS ACE HARDWARE						Total Check Amount: \$56.93
V53799	COMLOCK SECURITY-GROUP	12/08/2023	13625	110515141	KEYS + PADLOCKS	\$160.76
COMLOCK SECURITY-GROUP						Total Check Amount: \$160.76

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
V53800	CANDICE FISHER	12/08/2023	23787	110141481	TRAINING EXPENSES	\$109.16	
					CANDICE FISHER	Total Check Amount:	\$109.16
V53801	FUSCOE ENGINEERING, INC.	12/08/2023	18052	410515132	REG BD AUD SUPP OCT23	\$16,994.00	
					FUSCOE ENGINEERING, INC.	Total Check Amount:	\$16,994.00
V53802	GABRIEL HANNAH	12/08/2023	17533	110404424	UMPIRE FEE 11/27/23	\$102.00	
					GABRIEL HANNAH	Total Check Amount:	\$102.00
V53803	THE HUB OC	12/08/2023	32579	902009109	PROGRAM STAFF SEPT23	\$780.00	
					THE HUB OC	Total Check Amount:	\$780.00
V53804	INFOSEND, INC.	12/08/2023	19016	420141421	OCT23 PRNT/IMAGE ARCH	\$269.40	
		12/08/2023	19016	420141421	OCT23 WATER:POSTAGE	\$5,019.88	
		12/08/2023	19016	420141421	OCT23 WATER:PRNT/MAIL	\$1,668.46	
					INFOSEND, INC.	Total Check Amount:	\$6,957.74
V53805	INLAND ROUND BALL OFFICIALS INC.	12/08/2023	31906	110404424	REFEREE FEE 1127-1128	\$360.00	
					INLAND ROUND BALL OFFICIALS INC.	Total Check Amount:	\$360.00
V53806	IPARQ	12/08/2023	21583	110323241	CB ANNUAL PERMIT (24)	\$2,970.00	
					IPARQ	Total Check Amount:	\$2,970.00
V53807	JACKSON'S AUTO SUPPLY/NAPA	12/08/2023	32626	480515161	AUTO SUPPLIES NOV23	\$3,815.39	
					JACKSON'S AUTO SUPPLY/NAPA	Total Check Amount:	\$3,815.39
V53808	JMDIAZ, INC.	12/08/2023	27113	84051517P	PLAN CHECK SVCS OCT23	\$12,010.50	
		12/08/2023	27113	84051517P	PLAN CHECK SVCS SEP23	\$13,119.75	
		12/08/2023	27113	510707977	PLAN CHECK SVCS OCT23	\$150.00	
		12/08/2023	27113	510707475	PLAN CHECK SVCS OCT23	\$3,840.00	
		12/08/2023	27113	510707977	PLAN CHECK SVCS SEP23	\$450.00	
		12/08/2023	27113	110000000	PLAN CHECK SVCS OCT23	(\$2,590.50)	
		12/08/2023	27113	110000000	PLAN CHECK SVCS SEP23	(\$2,829.75)	
					JMDIAZ, INC.	Total Check Amount:	\$24,150.00
V53809	ALFONS KUNZE	12/08/2023	17789	110212111	S.B, SUPV LDRSHP INST	\$114.00	
					ALFONS KUNZE	Total Check Amount:	\$114.00
V53810	LAKEMAN CHASSIS	12/08/2023	12885	480515161	SHOVELRACK/ CONEMOUNTS	\$618.09	
					LAKEMAN CHASSIS	Total Check Amount:	\$618.09
V53811	JOSELYN ELIZABETH MAGANA	12/08/2023	32110	110212111	PUBLIC RECORDS ACT	\$44.00	
					JOSELYN ELIZABETH MAGANA	Total Check Amount:	\$44.00
V53812	MUNICIPAL WATER DISTRICT	12/08/2023	3784	420515131	INSPECTIONS OCT 2023	\$954.01	
					MUNICIPAL WATER DISTRICT	Total Check Amount:	\$954.01
V53813	PARACLETE FIRE AND SAFETY, INC.	12/08/2023	17760	110222221	FIRE EXT SERVICE 11/7	\$188.47	
					PARACLETE FIRE AND SAFETY, INC.	Total Check Amount:	\$188.47
V53814	ELIZABETH YVONNE PHARIS	12/08/2023	18017	110111151	TRAINING EXPENSE	\$26.93	
					ELIZABETH YVONNE PHARIS	Total Check Amount:	\$26.93

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53815	PLUMBING WHOLESALE OUTLET, INC.	12/08/2023	18392	110515141	PLUMBING RPR-GRNBRIAR	\$151.54
		12/08/2023	18392	110515141	AROVISTA RR REPAIRS	\$224.81
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$376.35
V53816	PTS COMMUNICATIONS, INC.	12/08/2023	31947	475141471	7147920398 DEC 2023	\$75.00
PTS COMMUNICATIONS, INC.					Total Check Amount:	\$75.00
V53817	RCS INVESTIGATIONS & CONSULTING LLC	12/08/2023	22534	110212111	BCKGRND INVESTIGATION	\$1,750.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$1,750.00
V53818	RICHARDS, WATSON & GERSHON	12/08/2023	8978	510707946	0173 TRACKS EXT OCT23	\$115.00
		12/08/2023	8978	410515132	162 STA ANA MS4 OCT23	\$225.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$340.00
V53819	SC FUELS	12/08/2023	16654	480515161	UNL ETH 3466.1 GALS	\$13,929.86
SC FUELS					Total Check Amount:	\$13,929.86
V53820	SPORTS ART AMERICA, INC.	12/08/2023	31767	181404250	TREADMILL/RECUMB BIKE	\$10,319.23
SPORTS ART AMERICA, INC.					Total Check Amount:	\$10,319.23
V53821	STAR AUTO SERVICE	12/08/2023	20886	480515161	WHEEL ALIGNMENT #1801	\$90.00
STAR AUTO SERVICE					Total Check Amount:	\$90.00
V53822	TELEFLEX LLC	12/08/2023	29101	174222222	PM SUPPLIES FS #1	\$2,386.00
TELEFLEX LLC					Total Check Amount:	\$2,386.00
V53823	THOMSON REUTERS - WEST	12/08/2023	22020	110212121	CLR LAW ENF+ENT NOV23	\$562.74
		12/08/2023	22020	110212121	CLR LAW ENF+ENT OCT23	\$562.74
THOMSON REUTERS - WEST					Total Check Amount:	\$1,125.48
V53824	TROPICAL PLAZA NURSERY, INC	12/08/2023	2062	345515112	IRRIGATION REPAIR	\$242.83
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$242.83
V53825	UKG KRONOS SYSTEMS LLC	12/08/2023	22688	110222223	IVR TELESTAFF OCT23	\$17.98
UKG KRONOS SYSTEMS LLC					Total Check Amount:	\$17.98
V53826	WESTCOAST SHIRTWORKS, INC.	12/08/2023	22572	110515171	DEPARTMENT APPAREL	\$212.69
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$212.69
V53827	WESTERN GOLF PROPERTIES, LLC	12/08/2023	29071	465000000	BIRCH HLLS TIPS NOV23	\$5,645.07
		12/08/2023	29071	465515149	BIRCH HILLS CGS NOV23	\$17,637.58
		12/08/2023	29071	465515149	BIRCH HLLS MGMT NOV23	\$151,210.43
		12/08/2023	29071	465515149	BREA CREEK CGS NOV23	\$5,331.02
		12/08/2023	29071	465000000	BREA CREEK S/TX NOV23	\$805.26
		12/08/2023	29071	465515149	BREA CREEK MGMT NOV23	\$62,222.23
		12/08/2023	29071	465000000	BIRCH HLLS S/TX NOV23	\$3,557.00
WESTERN GOLF PROPERTIES, LLC					Total Check Amount:	\$246,408.59
V53828	WILLDAN ENGINEERING	12/08/2023	12445	510707454	INSP SVCS THRU 10/27	\$57.48
		12/08/2023	12445	510707466	INSP SVCS THRU 10/27	\$113.51
		12/08/2023	12445	510707626	INSP SVCS THRU 10/27	\$175.51

City Disbursement Register

Between Dec 4, 2023 12:00 AM and Dec 8, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
WILLDAN ENGINEERING					Total Check Amount:	\$346.50
V53829	ZERO WASTE USA INC/MUTT MITT	12/08/2023	22125	346515112	DOG WASTE BAGS	\$540.47
ZERO WASTE USA INC/MUTT MITT					Total Check Amount:	\$540.47
Voucher Subtotal						\$696,179.33
TOTAL						\$872,560.79



City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023

Meeting	Agenda Group
Tuesday, December 19, 2023, 7:00 PM	CONSENT CALENDAR Item: 7E
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the City's investment activities for the month of November. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account. In addition, on June 6, 2023, with the recommendation of the Investment Advisory Committee, the City Council authorized the use of Treasury Bills and other short-term investments as an LAIF alternative. The City's managed investment portfolio is for long-term investments, which are managed through Chandler Asset Management (Chandler). Together, the short and long-term investment accounts represent the City's investment portfolio.

Attachment A includes an Investment Information Summary and Monthly Account Statement prepared by Chandler for invested funds. The book value is the cost of investments, plus or minus amortization/accretion. As of November 30, 2023, the total market value of the managed investment portfolio, including accrued interest, was \$89,149,994 as compared to \$87,743,994 at October 31, 2023. The weighted average investment yield for November 30, 2023 was 2.35%, which was slightly higher than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$3,347,160 at November 30, 2023. Also, the balance of the City's Liquidity Account at November 30, 2023 was \$2,001,145. This brings the total value of the City's investment portfolio as of November 30, 2023 to \$94,498,299 as compared to \$91,080,637 at October 31, 2023.

The City has restricted cash and investments held in the post-employment benefits trust account administered by PARS (PARS account), which is managed by HighMark Capital (HighMark) and the City's various bond reserve accounts which are managed by Chandler. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler for each bond reserve account that is invested. As of November 30, 2023, the market value of the PARS account, including short-term cash and accrued interest was \$10,548,952 compared to \$9,862,803 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was \$678,494 in comparison to \$669,607 from the prior month.

Pursuant to the City's investment policy, with the exception of LAIF, direct time certificates of deposit and money market mutual funds, all City investments are held by third-party custodians. The Bank of New York Mellon Trust Company, N.A. (BNY) holds accounts managed by Chandler and US Bank holds the PARS account managed by HighMark, which acts as an agent of the City. All securities are held in the name of the City of Brea. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

During the month of November, the total value of the City's investment portfolio increased by \$3,417,662. The increase was primarily due to market rate conditions in the amount of \$1,406,000 and the receipt of property tax, cable franchise fees, and a county grant for Arrovista Park in the amount of \$1,670,130, \$83,300 and \$250,000 respectively. Monies were sent to BNY and Chandler was instructed to invest the funds accordingly. The City's PARS account increased by \$686,149 due to market rate adjustments. Also, the City's bond reserve accounts increased by \$8,887 due to market rate conditions.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager, Revenue

Concurrence: Kristin Griffith, Director of Administrative Services and Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A.pdf

City of Brea
Cash and Investment Information
November 30, 2023

		Book Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 7,062,067.52	\$ 7,062,067.52
Local Agency Investment Fund	LAIF	\$ 3,326,243.61	\$ 3,347,159.98
Managed Investment Portfolio - CHANDLER	Chandler/BNY	\$ 92,705,334.94	\$ 89,149,994.49
Liquidity Account - CHANDLER	Chandler/BNY	\$ 2,000,000.00	\$ 2,001,144.63
PARS Post-Employment Benefits Trust**	Highmark/US Bank	\$ 9,587,075.69	\$ 10,548,952.05
<u>Fiscal Agent Cash & Investments**</u>			
2010 Lease Revenue Bonds	Chandler/BNY	\$ -	\$ -
2014 Downtown Brea Public Improvements CFD Bonds (CFD 1996-1)	Chandler/BNY	\$ -	\$ -
2014 Water Revenue Bonds	Chandler/BNY	\$ 406.73	\$ 406.73
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 697,384.60	\$ 675,967.23
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	\$ 482.23	\$ 482.23
2019 Water Revenue Bonds	Chandler/BNY	\$ 1,232.09	\$ 1,232.09
2020 Water Revenue Refunding Bonds	Chandler/BNY	\$ 404.99	\$ 404.99
2021 Lease Revenue Refunding Bonds	Chandler/BNY	\$ 1.12	\$ 1.12
Sub-total - Fiscal Agent Cash & Investments		\$ 699,911.76	\$ 678,494.39
Report Grand Total		\$ 115,380,633.52	\$ 112,787,813.06

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
November 30, 2023

Fiscal Agent Cash & Investments Detail		Book Value	Market Value
10129	2010 Lease Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 406.73	\$ 406.73
	Sub-total	\$ 406.73	\$ 406.73
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 696,752.08	\$ 675,334.71
	Short-Term Treasury Funds - BNY	\$ 632.52	\$ 632.52
	Sub-total	\$ 697,384.60	\$ 675,967.23
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 482.23	\$ 482.23
	Sub-total	\$ 482.23	\$ 482.23
	2019 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1,232.09	\$ 1,232.09
	Sub-total	\$ 1,232.09	\$ 1,232.09
	2020 Water Revenue Refunding Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 404.99	\$ 404.99
	Sub-total	\$ 404.99	\$ 404.99
	2021 Lease Revenue Refunding Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 1.12	\$ 1.12
	Sub-total	\$ 1.12	\$ 1.12
Report Grand Total		\$ 699,911.76	\$ 678,494.39



City of Brea Laif - Account #10164

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.87%
Average Purchase YTM	3.87%
Average Market YTM	3.87%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value	3,326,244	3,326,244
Accrued Interest	10,411	20,916
Total Market Value	3,336,654	3,347,160
Income Earned	13,331	10,506
Cont/WD		0
Par	3,326,244	3,326,244
Book Value	3,326,244	3,326,244
Cost Value	3,326,244	3,326,244

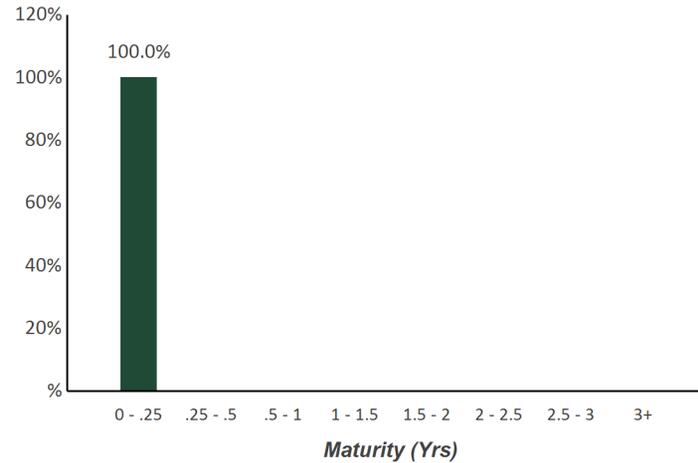
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

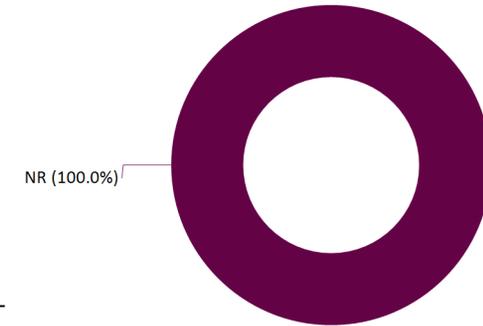
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.31%	1.04%	3.08%	3.27%	2.11%	1.52%	1.70%	1.23%	N/A

Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	3,326,243.61	Various 3.87%	3,326,243.61 3,326,243.61	1.00 3.87%	3,326,243.61 20,916.37	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		3,326,243.61	3.87%	3,326,243.61	3.87%	3,326,243.61 20,916.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		3,326,243.61	3.87%	3,326,243.61	3.87%	3,326,243.61 20,916.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						3,347,159.98			

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 3,326,243.61	3,326,243.61 0.00 0.00 3,326,243.61	10,410.86 0.00 20,916.37 10,505.51	0.00 0.00 0.00 10,505.51	10,505.51
Total Local Agency Investment Fund			3,326,243.61	10,505.51	10,505.51	10,505.51
TOTAL PORTFOLIO			3,326,243.61	10,505.51	10,505.51	10,505.51

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF\$00	202,321,965.53	Local Agency Investment Fund State Pool	0.00	20,798.60	20,798.60
JAN 2024					0.00	20,798.60	20,798.60
TOTAL					0.00	20,798.60	20,798.60



Account #10164

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 and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



City of Brea - Account #120

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

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

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.36
Average Coupon	2.29%
Average Purchase YTM	2.35%
Average Market YTM	4.94%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.67 yrs
Average Life	2.54 yrs

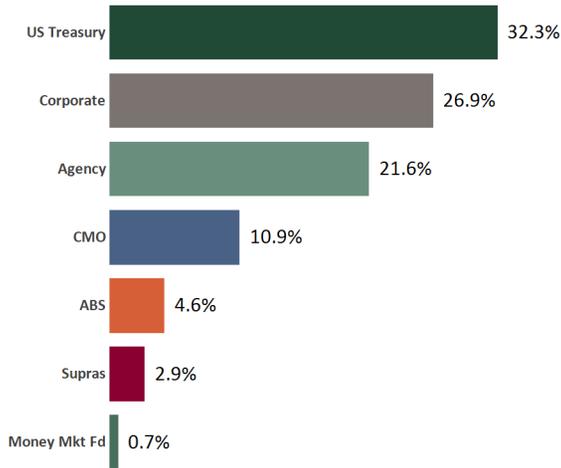
ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value	87,323,724	88,720,153
Accrued Interest	420,271	429,842
Total Market Value	87,743,994	89,149,994
Income Earned	177,992	179,214
Cont/WD		0
Par	92,922,342	93,088,685
Book Value	92,535,692	92,705,335
Cost Value	92,679,918	92,846,873

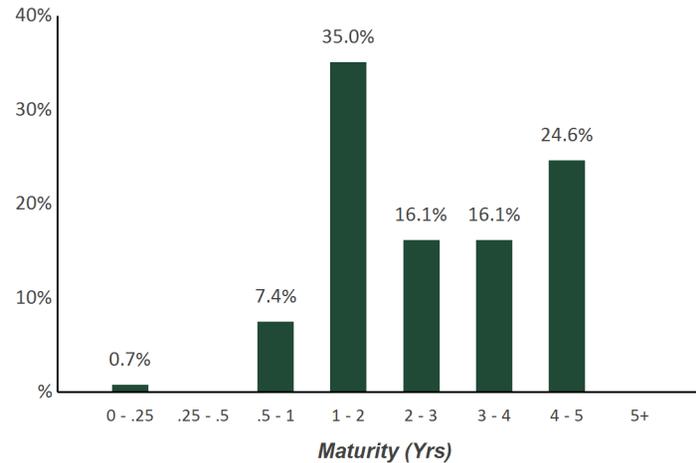
TOP ISSUERS

Government of United States	32.3%
Federal Home Loan Mortgage Corp	16.7%
Federal National Mortgage Assoc	11.2%
Federal Farm Credit Bank	2.3%
Federal Home Loan Bank	2.3%
Inter-American Dev Bank	2.0%
Bank of America Corp	2.0%
JP Morgan Chase & Co	1.9%
Total	70.6%

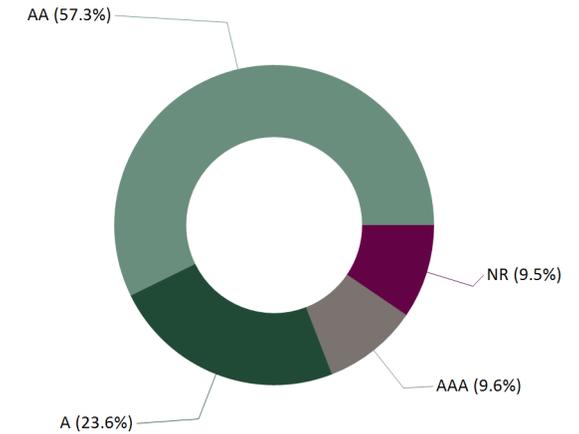
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/1996	
City of Brea	1.60%	1.33%	3.22%	3.39%	-1.07%	-0.92%	1.39%	1.21%	3.34%	
ICE BofA 1-5 Yr US Treasury & Agency Index*	1.48%	1.25%	2.79%	2.86%	-1.44%	-1.21%	1.13%	0.96%	2.99%	
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	1.56%	1.28%	2.93%	2.99%	-1.39%	-1.17%	1.22%	1.05%	N/A	

*ICE BofA 1-Yr US Treasury Bill Index to 9/30/01

Statement of Compliance

As of November 30, 2023



City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Investment Type	Minimum Rating	Max%	Max % Issuer	Max Maturity	Miscellaneous	Comment
U.S. Treasuries		100%		5 years		Complies
Federal Agencies		100%	25%	5 years	5% max in callable bonds issued by Agencies; U.S. Government Agency securities and instrumentality of government-sponsored corporations	Complies
Supranational Obligations	"AA" rated or higher by a NRSRO	15%	5%	5 years		Complies
Municipal Securities (CA, Other States)			5%	5 years	Other investments that are legal investments through the State of California Government Code	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO	30%	5%	5 years		Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations (Non-Agency)	"AA" rated or higher by a NRSRO for Asset Backed Securities	15%	5%	5 years	15% max combined ABS/MBS/CMO, excluding those issued by the U.S. Treasury, U.S Government Agency and Instrumentality of Government Sponsored corporation	Complies
Negotiable Certificates of Deposit (NCD)		30%	5%	5 years		Complies
FDIC Insured Time Deposits (Non-negotiable CD/TD)			5%	5 years		Complies
Collateralized Time Deposits (Non-negotiable CD/TD)			5%	5 years		Complies
Banker's Acceptances		40%	5%	180 days		Complies
Commercial Paper	A-1/P-1 by S&P and Moody's	25%	5%	270 days		Complies
Money Market Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	5%			Complies
Local Agency Investment Fund (LAIF)		60%	40%		60% max combined State and County investment pools; 40% max per pool	Complies
OCIP/County Pool		60%	40%		60% max combined State and County investment pools; 40% max per pool	Complies
Repurchase Agreements			5%	1 year		Complies
Max Per Issuer					5% max per issuer, except U.S. Treasury Obligations, U.S. Federal Government Agency obligations, Approved State and County investment pools	Complies

Maximum Maturity				5 years	5 years, unless the City Council has granted express authority to make that investment; When possible, a minimum of 25% of the portfolio should be in maturities of 1 year or less	ATTACHMENT A <i>Complies</i>
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Reconciliation Summary

As of November 30, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$92,535,692.39
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$576,087.87	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$576,087.87
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$409,744.04	
Total Dispositions		\$409,744.04
Amortization/Accretion		
+/- Net Accretion	\$3,298.72	
		\$3,298.72
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$92,705,334.94

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$71,934.36
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$165,013.86	
Dividend Received	\$1,329.97	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$409,744.04	
Total Acquisitions	\$576,087.87	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$648,022.23

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	24,051.43	09/22/2020 0.38%	24,047.90 24,051.43	99.57 5.64%	23,948.42 3.21	0.03% (103.01)	NR / AAA AAA	0.88 0.08
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	66,125.65	08/10/2021 0.39%	66,124.75 66,125.60	99.71 5.71%	65,933.36 7.88	0.07% (192.24)	NR / AAA AAA	0.89 0.05
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	11,401.19	Various 1.50%	11,243.26 11,394.96	99.96 0.92%	11,396.57 0.63	0.01% 1.61	Aaa / NR AAA	1.07 0.07
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	6,275.68	10/06/2020 0.36%	6,274.51 6,275.37	99.78 5.63%	6,262.08 0.98	0.01% (13.29)	NR / AAA AAA	1.13 0.04
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	308,986.78	02/15/2022 1.91%	308,984.12 308,986.30	99.17 5.82%	306,408.59 179.38	0.34% (2,577.71)	Aaa / NR AAA	1.30 0.21
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	106,382.93	01/11/2022 1.11%	106,367.02 106,380.63	99.24 5.82%	105,572.93 19.50	0.12% (807.70)	NR / AAA AAA	1.32 0.16
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	46,407.28	02/17/2021 0.27%	46,406.42 46,407.19	98.64 5.70%	45,776.60 3.48	0.05% (630.59)	Aaa / NR AAA	1.39 0.25
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	66,085.02	10/20/2020 0.39%	66,069.80 66,084.06	99.15 5.81%	65,520.06 11.16	0.07% (564.00)	NR / AAA AAA	1.46 0.16
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	166,974.35	02/02/2021 0.27%	166,943.37 166,971.47	98.73 5.63%	164,847.60 19.29	0.18% (2,123.87)	Aaa / NR AAA	1.46 0.24
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	134,125.36	04/20/2021 0.38%	134,111.26 134,123.26	98.41 5.51%	131,997.19 22.65	0.15% (2,126.07)	NR / AAA AAA	1.79 0.31
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	228,108.28	11/16/2021 0.89%	228,060.19 228,090.10	96.79 5.82%	220,779.39 55.76	0.25% (7,310.71)	Aaa / NR AAA	2.15 0.65
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	248,314.08	07/13/2021 0.52%	248,291.95 248,306.28	96.69 6.22%	240,106.06 57.39	0.27% (8,200.22)	Aaa / NR AAA	2.29 0.58
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	216,058.77	11/09/2021 0.71%	216,054.17 216,057.06	96.73 5.85%	209,004.24 68.18	0.23% (7,052.82)	NR / AAA AAA	2.38 0.63

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ABS									
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	163,547.23	11/09/2021 0.75%	163,510.73 163,534.24	96.99 5.85%	158,622.17 53.79	0.18% (4,912.07)	NR / AAA AAA	2.46 0.59
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	495,000.00	02/15/2022 1.89%	494,925.55 494,966.41	96.97 5.76%	480,016.35 413.60	0.54% (14,950.06)	Aaa / AAA NR	2.46 0.78
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	179,936.04	10/13/2021 0.68%	179,931.45 179,934.30	96.27 6.09%	173,225.15 50.98	0.19% (6,709.15)	Aaa / AAA NR	2.80 0.69
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	177,003.00	01/11/2022 1.27%	176,987.62 176,996.25	96.73 5.72%	171,218.36 92.93	0.19% (5,777.89)	NR / AAA AAA	2.96 0.73
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	540,000.00	10/12/2022 5.15%	539,958.10 539,970.91	99.20 5.72%	535,697.82 1,221.60	0.60% (4,273.09)	Aaa / NR AAA	3.54 1.39
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	965,000.00	09/07/2023 5.23%	964,732.50 964,751.29	100.42 5.05%	969,009.58 2,213.07	1.09% 4,258.29	NR / AAA AAA	4.80 2.54
Total ABS		4,149,783.07	2.56%	4,149,024.67 4,149,407.11	5.62%	4,085,342.52 4,495.46	4.59% (64,064.59)	Aaa / AAA AAA	2.91 1.11
AGENCY									
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,756,975.42	96.96 5.22%	1,701,635.72 3,644.07	1.91% (55,339.70)	Aaa / AA+ AA+	0.88 0.85
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,878,038.54	96.30 5.12%	1,805,585.63 12,187.50	2.04% (72,452.91)	Aaa / AA+ AA+	1.11 1.06
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,644.37	95.99 4.98%	1,843,090.56 8,720.00	2.08% (76,553.81)	Aaa / AA+ AA+	1.21 1.16
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,509,133.67	94.24 4.95%	1,422,966.62 1,022.40	1.60% (86,167.05)	Aaa / AA+ AA+	1.39 1.36
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,800,968.01	93.51 4.91%	1,683,118.80 4,100.00	1.89% (117,849.21)	Aaa / AA+ AA+	1.55 1.50
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,797,878.25	93.11 4.79%	1,676,008.80 2,437.50	1.88% (121,869.45)	Aaa / AA+ AA+	1.64 1.60
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,797,562.91	92.66 4.83%	1,667,907.00 1,800.00	1.87% (129,655.91)	Aaa / AA+ AA+	1.74 1.69

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,803,023.59	92.36 4.82%	1,667,094.39 1,278.55	1.87% (135,929.20)	Aaa / AA+ AA+	1.82 1.77
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,822,707.63	92.16 4.79%	1,681,887.15 608.34	1.89% (140,820.48)	Aaa / AA+ AA+	1.94 1.88
3133EPGW9	FFCB Note 3.875% Due 4/25/2028	1,250,000.00	05/05/2023 3.55%	1,268,125.00 1,266,056.71	97.54 4.50%	1,219,221.25 4,843.75	1.37% (46,835.46)	Aaa / AA+ AA+	4.41 3.98
3133EPME2	FFCB Note 3.875% Due 6/8/2028	850,000.00	06/07/2023 3.96%	846,634.00 846,958.26	97.50 4.49%	828,757.65 15,828.30	0.95% (18,200.61)	Aaa / AA+ AA+	4.53 4.02
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	2,000,000.00	09/08/2023 4.43%	1,994,580.00 1,994,820.69	99.73 4.44%	1,994,664.00 28,437.50	2.27% (156.69)	Aaa / AA+ NR	4.78 4.21
Total Agency		20,190,000.00	1.50%	20,196,931.35 20,193,768.05	4.84%	19,191,937.57 84,907.91	21.62% (1,001,830.48)	Aaa / AA+ AA+	2.14 1.99
CMO									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	842,880.04	07/01/2021 0.72%	906,688.69 859,345.05	97.97 5.54%	825,770.42 2,227.31	0.93% (33,574.63)	Aaa / AAA AAA	0.90 0.78
3137BKRJ1	FHLMC K047 A2 3.329% Due 5/25/2025	700,000.00	05/19/2022 3.05%	704,046.88 701,949.89	97.23 5.34%	680,593.20 1,941.92	0.77% (21,356.69)	NR / NR AAA	1.48 1.30
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	1,000,000.00	10/29/2021 1.10%	1,058,359.38 1,029,256.48	95.37 5.13%	953,712.00 2,287.50	1.07% (75,544.48)	NR / AAA NR	2.16 1.91
3137BQYS0	FHLMC K056 A2 2.525% Due 5/25/2026	570,000.00	01/31/2022 1.67%	587,189.06 579,793.77	94.40 5.05%	538,066.89 1,199.38	0.60% (41,726.88)	NR / NR AAA	2.48 2.21
3137BXQY1	FHLMC K064 A2 3.224% Due 3/25/2027	1,000,000.00	05/06/2022 3.24%	997,929.69 998,600.92	95.05 4.90%	950,548.00 2,686.67	1.07% (48,052.92)	NR / AAA NR	3.32 2.92
3137FCLD4	FHLMC K071 A2 3.286% Due 11/25/2027	2,000,000.00	04/11/2023 4.07%	1,932,500.00 1,941,748.22	94.33 4.86%	1,886,690.00 5,476.67	2.12% (55,058.22)	NR / NR AAA	3.99 3.60
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	1,500,000.00	03/27/2023 4.14%	1,452,187.50 1,458,862.80	94.42 4.86%	1,416,322.50 837.50	1.59% (42,540.30)	NR / NR AAA	4.16 3.69
3137FEZU7	FHLMC K076 A2 3.9% Due 4/25/2028	1,200,000.00	04/20/2023 4.11%	1,187,062.50 1,188,620.38	96.27 4.85%	1,155,225.60 3,900.00	1.30% (33,394.78)	NR / NR AAA	4.41 3.86

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CMO									
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,300,000.00	09/18/2023 5.02%	1,240,890.63 1,243,303.95	96.00 4.84%	1,248,032.50 835.03	1.40% 4,728.55	NR / NR AAA	4.57 3.97
Total CMO		10,112,880.04	3.32%	10,066,854.33 10,001,481.46	4.99%	9,654,961.11 21,391.98	10.85% (346,520.35)	Aaa / AAA AAA	3.37 2.98
CORPORATE									
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,100,406.14	96.98 5.67%	1,066,738.20 2,062.50	1.20% (33,667.94)	A1 / A AA-	0.92 0.89
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	810,000.00	01/10/2022 1.50%	808,914.60 809,594.96	95.95 5.22%	777,169.89 4,502.25	0.88% (32,425.07)	A1 / A+ A+	1.12 1.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 954,535.72	96.04 5.68%	917,184.87 7,069.65	1.04% (37,350.85)	A2 / A+ A+	1.15 1.09
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	1,250,000.00	03/04/2022 2.15%	1,286,200.00 1,265,425.20	97.21 5.41%	1,215,096.25 8,312.50	1.37% (50,328.95)	A3 / A A	1.29 1.23
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	890,000.00	03/31/2022 2.86%	889,768.60 889,895.91	97.01 5.17%	863,350.73 3,804.75	0.97% (26,545.18)	A1 / A+ NR	1.35 1.30
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	826,000.00	07/23/2021 0.85%	856,413.32 837,443.73	94.95 5.60%	784,310.95 1,273.42	0.88% (53,132.78)	A2 / A- AA-	1.42 1.37
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	985,000.00	05/24/2021 0.78%	986,279.75 985,213.69	97.29 6.11%	958,332.11 4,058.20	1.08% (26,881.58)	A1 / A- AA-	1.50 1.43
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.00	Various 0.95%	470,293.55 470,054.96	97.10 6.12%	456,358.72 1,998.83	0.51% (13,696.24)	A1 / A- AA-	1.56 1.48
89788MAAO	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	650,000.00	02/03/2022 1.85%	635,726.00 643,137.28	92.71 5.82%	602,598.75 2,513.33	0.68% (40,538.53)	A3 / A- A	1.68 1.61
06406HCQ0	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	800,000.00	04/05/2022 3.20%	819,928.00 810,612.82	97.41 5.35%	779,308.00 1,141.11	0.88% (31,304.82)	A1 / A AA-	1.97 1.86

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CORPORATE									
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	312,000.00	05/20/2021 1.11%	323,646.96 316,140.42	94.99 5.88%	296,363.18 704.05	0.33% (19,777.24)	A1 / A- AA-	2.39 1.34
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	500,000.00	05/18/2022 4.99%	472,305.00 483,082.76	95.08 5.87%	475,402.00 1,002.83	0.53% (7,680.76)	A1 / A- A+	2.41 1.35
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	1,455,000.00	05/10/2021 1.09%	1,448,714.40 1,451,926.05	91.25 4.83%	1,327,674.41 767.92	1.49% (124,251.64)	A1 / AA AA-	2.45 2.37
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	240,000.00	Various 1.08%	240,776.80 240,381.42	91.65 4.79%	219,948.24 122.67	0.25% (20,433.18)	A2 / A+ A	2.46 2.37
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,777.02	90.86 4.99%	904,055.01 5,068.28	1.02% (90,722.01)	A1 / A+ A+	2.55 2.44
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	950,000.00	Various 1.25%	952,508.00 950,979.74	93.10 6.04%	884,489.90 5,638.72	1.00% (66,489.84)	A1 / A- AA-	2.55 1.49
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 456,348.41	93.17 4.70%	419,287.05 2,050.00	0.47% (37,061.36)	Aaa / AA+ NR	2.78 2.64
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,662.38	89.41 5.39%	447,040.00 1,319.44	0.50% (52,622.38)	A2 / A- AA-	2.79 2.67
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,751.66	90.88 4.56%	213,565.42 507.21	0.24% (21,186.24)	Aa2 / AA AA	2.80 2.69
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	850,000.00	01/13/2022 1.81%	892,644.50 875,404.70	94.47 4.95%	803,024.75 12,537.50	0.91% (72,379.95)	Aa3 / A NR	3.01 2.78
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,428.87	91.95 4.75%	491,907.36 3,941.17	0.56% (42,521.51)	A2 / A A	3.13 2.95
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	750,000.00	03/09/2022 2.73%	740,115.00 743,540.50	90.92 5.53%	681,922.50 4,491.67	0.77% (61,618.00)	A2 / A- A	3.26 3.04

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CORPORATE									
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	1,080,000.00	03/07/2022 2.30%	1,079,794.80 1,079,865.15	93.09 4.58%	1,005,415.20 5,244.00	1.13% (74,449.95)	Aa2 / AA A+	3.29 3.10
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	900,000.00	Various 4.94%	871,903.80 879,758.41	95.14 5.76%	856,249.20 3,381.05	0.96% (23,509.21)	A1 / A- AA-	3.40 2.24
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	430,000.00	05/05/2022 4.04%	429,303.40 429,520.85	97.11 4.92%	417,590.63 1,003.33	0.47% (11,930.22)	A2 / A+ A+	3.44 3.16
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	430,000.00	05/17/2022 3.69%	430,200.10 430,138.57	96.39 4.85%	414,462.38 707.10	0.47% (15,676.19)	A2 / A+ A	3.46 3.19
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	600,000.00	07/15/2022 3.53%	586,074.00 590,021.28	95.03 4.57%	570,157.80 650.00	0.64% (19,863.48)	Aa3 / A+ NR	3.47 3.24
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,100,000.00	08/26/2022 4.18%	1,096,315.00 1,097,283.29	96.17 5.31%	1,057,922.80 21,715.34	1.21% (39,360.49)	A1 / A NR	3.52 3.16
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	595,000.00	03/06/2023 4.90%	594,422.85 594,507.20	101.23 4.55%	602,330.40 6,606.98	0.68% 7,823.20	Aa3 / A+ NR	4.28 3.72
61747YER2	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	750,000.00	05/19/2023 5.29%	722,677.50 725,601.65	96.03 5.49%	720,205.50 3,596.04	0.81% (5,396.15)	A1 / A- A+	4.39 3.84
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	575,000.00	09/08/2023 5.17%	567,824.00 568,154.31	99.02 5.12%	569,371.33 11,913.28	0.65% 1,217.02	A3 / A NR	4.55 3.94
24422EXB0	John Deere Capital Corp Note 4.95% Due 7/14/2028	935,000.00	07/11/2023 4.96%	934,767.55 934,785.36	100.17 4.91%	936,606.33 17,613.07	1.07% 1,820.97	A2 / A A+	4.62 4.01
74456QBX3	Public Service El & Gas Callable Note Cont 6/1/2028 3.65% Due 9/1/2028	1,200,000.00	10/04/2023 5.48%	1,106,748.00 1,109,662.13	94.33 5.01%	1,131,902.40 10,950.00	1.28% 22,240.27	A1 / A NR	4.76 4.25
Total Corporate		25,103,000.00	2.68%	25,023,098.88 24,987,042.54	5.28%	23,867,342.26 158,268.19	26.95% (1,119,700.28)	A1 / A A+	2.67 2.37

Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
316175884	Fidelity Institutional Money Market Fund 696	648,022.23	Various 4.97%	648,022.23 648,022.23	1.00 4.97%	648,022.23 0.00	0.73% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		648,022.23	4.97%	648,022.23	4.97%	648,022.23 0.00	0.73% 0.00	Aaa / AAA NR	0.00 0.00
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 944,367.46	92.21 4.82%	871,377.89 433.13	0.98% (72,989.57)	Aaa / AAA AAA	1.91 1.86
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	1,915,000.00	04/13/2021 0.97%	1,906,229.30 1,910,816.39	91.55 4.65%	1,753,268.68 1,908.35	1.97% (157,547.71)	Aaa / AAA AAA	2.39 2.31
Total Supranational		2,860,000.00	0.83%	2,849,618.65 2,855,183.85	4.71%	2,624,646.57 2,341.48	2.95% (230,537.28)	Aaa / AAA AAA	2.23 2.16
US TREASURY									
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,517,660.00	97.97 5.33%	1,469,532.00 10,455.16	1.66% (48,128.00)	Aaa / AA+ AA+	0.71 0.69
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,506,248.01	97.35 5.24%	1,460,274.00 2,874.31	1.64% (45,974.01)	Aaa / AA+ AA+	0.92 0.89
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,007,770.35	95.28 5.07%	1,905,626.00 5,686.81	2.14% (102,144.35)	Aaa / AA+ AA+	1.25 1.21
91282CED9	US Treasury Note 1.75% Due 3/15/2025	2,150,000.00	04/05/2022 2.65%	2,095,662.11 2,126,198.69	95.95 5.03%	2,062,907.80 7,959.13	2.32% (63,290.89)	Aaa / AA+ AA+	1.29 1.25
91282CEQ0	US Treasury Note 2.75% Due 5/15/2025	500,000.00	06/06/2022 2.91%	497,695.31 498,859.47	96.92 4.96%	484,609.50 604.40	0.54% (14,249.97)	Aaa / AA+ AA+	1.46 1.40
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,890,991.10	92.17 4.76%	1,751,192.00 804.64	1.97% (139,799.10)	Aaa / AA+ AA+	1.84 1.79
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,893,965.96	91.87 4.73%	1,745,550.90 404.53	1.96% (148,415.06)	Aaa / AA+ AA+	1.92 1.87

Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,339,648.68	91.83 4.70%	1,239,732.00 13.83	1.39% (99,916.68)	Aaa / AA+ AA+	2.00 1.95
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 478,551.12	90.41 4.49%	433,987.68 909.89	0.49% (44,563.44)	Aaa / AA+ AA+	2.75 2.66
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,803,983.14	90.61 4.44%	2,555,075.10 4,179.93	2.87% (248,908.04)	Aaa / AA+ AA+	2.84 2.74
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	2,250,000.00	Various 3.12%	2,263,417.97 2,259,695.46	96.21 4.40%	2,164,833.00 30,601.22	2.46% (94,862.46)	Aaa / AA+ AA+	3.58 3.29
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	600,000.00	08/22/2022 3.12%	589,828.13 592,451.49	94.45 4.40%	566,695.20 5,514.95	0.64% (25,756.29)	Aaa / AA+ AA+	3.67 3.40
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,950,000.00	Various 3.41%	1,925,095.70 1,931,188.79	95.63 4.40%	1,864,687.50 15,401.79	2.11% (66,501.29)	Aaa / AA+ AA+	3.75 3.46
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	700,000.00	03/14/2023 3.91%	698,878.91 699,045.38	98.18 4.37%	687,230.60 11,351.22	0.78% (11,814.78)	Aaa / AA+ AA+	4.09 3.67
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	2,500,000.00	02/16/2023 4.05%	2,438,378.91 2,448,155.17	96.74 4.36%	2,418,457.50 29,245.92	2.75% (29,697.67)	Aaa / AA+ AA+	4.17 3.78
91282CGP0	US Treasury Note 4% Due 2/29/2028	2,500,000.00	Various 4.07%	2,491,714.85 2,493,008.70	98.63 4.36%	2,465,625.00 25,274.72	2.79% (27,383.70)	Aaa / AA+ AA+	4.25 3.83
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	2,425,000.00	Various 4.03%	2,381,062.51 2,384,837.48	97.16 4.33%	2,356,134.85 240.18	2.64% (28,702.63)	Aaa / AA+ AA+	4.50 4.10
91282CHX2	US Treasury Note 4.375% Due 8/31/2028	400,000.00	09/25/2023 4.62%	395,781.25 395,935.85	100.26 4.31%	401,031.20 4,423.08	0.45% 5,095.35	Aaa / AA+ AA+	4.76 4.20
91282CJF9	US Treasury Note 4.875% Due 10/31/2028	600,000.00	10/27/2023 4.79%	602,273.44 602,234.86	102.45 4.32%	614,718.60 2,491.07	0.69% 12,483.74	Aaa / AA+ AA+	4.92 4.33
Total US Treasury		30,025,000.00	2.39%	29,913,323.08 29,870,429.70	4.63%	28,647,900.43 158,436.78	32.31% (1,222,529.27)	Aaa / AA+ AA+	2.84 2.64
TOTAL PORTFOLIO		93,088,685.34	2.35%	92,846,873.19 92,705,334.94	4.94%	88,720,152.69 429,841.80	100.00% (3,985,182.25)	Aa2 / AA AA+	2.67 2.36
TOTAL MARKET VALUE PLUS ACCRUED						89,149,994.49			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/01/2023	316175884	20,015.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	20,015.50	0.00	20,015.50	0.00
Purchase	11/02/2023	316175884	1,329.97	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,329.97	0.00	1,329.97	0.00
Purchase	11/07/2023	316175884	4,562.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,562.50	0.00	4,562.50	0.00
Purchase	11/10/2023	316175884	8,600.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	8,600.00	0.00	8,600.00	0.00
Purchase	11/12/2023	316175884	7,275.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	7,275.00	0.00	7,275.00	0.00
Purchase	11/15/2023	316175884	16,210.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	16,210.00	0.00	16,210.00	0.00
Purchase	11/15/2023	316175884	2,290.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,290.50	0.00	2,290.50	0.00
Purchase	11/15/2023	316175884	775.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	775.50	0.00	775.50	0.00
Purchase	11/15/2023	316175884	4,149.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,149.50	0.00	4,149.50	0.00
Purchase	11/15/2023	316175884	18,530.05	Fidelity Institutional Money Market Fund 696	1.000	4.97%	18,530.05	0.00	18,530.05	0.00
Purchase	11/15/2023	316175884	19,373.68	Fidelity Institutional Money Market Fund 696	1.000	4.97%	19,373.68	0.00	19,373.68	0.00
Purchase	11/15/2023	316175884	12,348.52	Fidelity Institutional Money Market Fund 696	1.000	4.97%	12,348.52	0.00	12,348.52	0.00
Purchase	11/15/2023	316175884	1,225.65	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,225.65	0.00	1,225.65	0.00
Purchase	11/15/2023	316175884	21,050.62	Fidelity Institutional Money Market Fund 696	1.000	4.97%	21,050.62	0.00	21,050.62	0.00
Purchase	11/15/2023	316175884	12,791.49	Fidelity Institutional Money Market Fund 696	1.000	4.97%	12,791.49	0.00	12,791.49	0.00
Purchase	11/15/2023	316175884	15,329.44	Fidelity Institutional Money Market Fund 696	1.000	4.97%	15,329.44	0.00	15,329.44	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/15/2023	316175884	29,476.41	Fidelity Institutional Money Market Fund 696	1.000	4.97%	29,476.41	0.00	29,476.41	0.00
Purchase	11/16/2023	316175884	11,178.98	Fidelity Institutional Money Market Fund 696	1.000	4.97%	11,178.98	0.00	11,178.98	0.00
Purchase	11/16/2023	316175884	10,519.34	Fidelity Institutional Money Market Fund 696	1.000	4.97%	10,519.34	0.00	10,519.34	0.00
Purchase	11/18/2023	316175884	24,800.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	24,800.00	0.00	24,800.00	0.00
Purchase	11/20/2023	316175884	77,470.37	Fidelity Institutional Money Market Fund 696	1.000	4.97%	77,470.37	0.00	77,470.37	0.00
Purchase	11/20/2023	316175884	58,592.59	Fidelity Institutional Money Market Fund 696	1.000	4.97%	58,592.59	0.00	58,592.59	0.00
Purchase	11/20/2023	316175884	15,316.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	15,316.50	0.00	15,316.50	0.00
Purchase	11/21/2023	316175884	8,695.12	Fidelity Institutional Money Market Fund 696	1.000	4.97%	8,695.12	0.00	8,695.12	0.00
Purchase	11/21/2023	316175884	16,756.43	Fidelity Institutional Money Market Fund 696	1.000	4.97%	16,756.43	0.00	16,756.43	0.00
Purchase	11/27/2023	316175884	4,175.17	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,175.17	0.00	4,175.17	0.00
Purchase	11/27/2023	316175884	1,941.92	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,941.92	0.00	1,941.92	0.00
Purchase	11/27/2023	316175884	2,287.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,287.50	0.00	2,287.50	0.00
Purchase	11/27/2023	316175884	1,199.38	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,199.38	0.00	1,199.38	0.00
Purchase	11/27/2023	316175884	2,686.67	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,686.67	0.00	2,686.67	0.00
Purchase	11/27/2023	316175884	5,476.67	Fidelity Institutional Money Market Fund 696	1.000	4.97%	5,476.67	0.00	5,476.67	0.00
Purchase	11/27/2023	316175884	4,187.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,187.50	0.00	4,187.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/27/2023	316175884	3,900.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	3,900.00	0.00	3,900.00	0.00
Purchase	11/27/2023	316175884	29,049.54	Fidelity Institutional Money Market Fund 696	1.000	4.97%	29,049.54	0.00	29,049.54	0.00
Purchase	11/27/2023	316175884	51,952.80	Fidelity Institutional Money Market Fund 696	1.000	4.97%	51,952.80	0.00	51,952.80	0.00
Purchase	11/27/2023	316175884	4,082.68	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,082.68	0.00	4,082.68	0.00
Purchase	11/30/2023	316175884	46,484.38	Fidelity Institutional Money Market Fund 696	1.000	4.97%	46,484.38	0.00	46,484.38	0.00
Subtotal			576,087.87				576,087.87	0.00	576,087.87	0.00
TOTAL ACQUISITIONS			576,087.87				576,087.87	0.00	576,087.87	0.00

DISPOSITIONS										
Paydown	11/15/2023	161571HT4	0.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	100.000		0.00	4,149.50	4,149.50	0.00
Paydown	11/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	775.50	775.50	0.00
Paydown	11/15/2023	44891RAC4	18,503.26	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		18,503.26	26.79	18,530.05	0.00
Paydown	11/15/2023	44933LAC7	19,325.09	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		19,325.09	48.59	19,373.68	0.00
Paydown	11/15/2023	44935FAD6	12,240.12	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		12,240.12	108.40	12,348.52	0.00
Paydown	11/15/2023	47787NAC3	1,225.14	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		1,225.14	0.51	1,225.65	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/15/2023	47789QAC4	20,933.95	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		20,933.95	116.67	21,050.62	0.00
Paydown	11/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	2,290.50	2,290.50	0.00
Paydown	11/15/2023	89236XAC0	12,785.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		12,785.93	5.56	12,791.49	0.00
Paydown	11/15/2023	89238JAC9	15,192.62	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		15,192.62	136.82	15,329.44	0.00
Paydown	11/15/2023	89240BAC2	29,433.86	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		29,433.86	42.55	29,476.41	0.00
Paydown	11/16/2023	362554AC1	11,070.74	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		11,070.74	108.24	11,178.98	0.00
Paydown	11/16/2023	380146AC4	10,322.65	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		10,322.65	196.69	10,519.34	0.00
Paydown	11/20/2023	36262XAC8	77,423.72	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		77,423.72	46.65	77,470.37	0.00
Paydown	11/20/2023	36265MAC9	58,011.51	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		58,011.51	581.08	58,592.59	0.00
Paydown	11/20/2023	43813KAC6	15,304.37	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		15,304.37	12.13	15,316.50	0.00
Paydown	11/21/2023	43813GAC5	8,682.72	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		8,682.72	12.40	8,695.12	0.00
Paydown	11/21/2023	43815GAC3	16,576.99	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		16,576.99	179.44	16,756.43	0.00

Transaction Ledger

As of November 30, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/27/2023	05601XAC3	28,925.51	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		28,925.51	124.03	29,049.54	0.00
Paydown	11/27/2023	09690AAC7	51,935.38	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		51,935.38	17.42	51,952.80	0.00
Paydown	11/27/2023	3137BFE98	1,850.48	FHLMC K041 A2 3.171% Due 10/25/2024	100.000		1,850.48	2,232.20	4,082.68	0.00
Paydown	11/27/2023	3137BKRJ1	0.00	FHLMC K047 A2 3.329% Due 5/25/2025	100.000		0.00	1,941.92	1,941.92	0.00
Paydown	11/27/2023	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	2,287.50	2,287.50	0.00
Paydown	11/27/2023	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	100.000		0.00	1,199.38	1,199.38	0.00
Paydown	11/27/2023	3137BXQY1	0.00	FHLMC K064 A2 3.224% Due 3/25/2027	100.000		0.00	2,686.67	2,686.67	0.00
Paydown	11/27/2023	3137FCLD4	0.00	FHLMC K071 A2 3.286% Due 11/25/2027	100.000		0.00	5,476.67	5,476.67	0.00
Paydown	11/27/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	4,187.50	4,187.50	0.00
Paydown	11/27/2023	3137FEZU7	0.00	FHLMC K076 A2 3.9% Due 4/25/2028	100.000		0.00	3,900.00	3,900.00	0.00
Paydown	11/27/2023	3137FGR31	0.00	FHLMC K078 A2 3.854% Due 6/25/2028	100.000		0.00	4,175.17	4,175.17	0.00
Subtotal			409,744.04				409,744.04	37,066.48	446,810.52	0.00
TOTAL DISPOSITIONS			409,744.04				409,744.04	37,066.48	446,810.52	0.00
OTHER TRANSACTIONS										
Interest	11/01/2023	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.000		7,640.50	0.00	7,640.50	0.00

Transaction Ledger

As of November 30, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/01/2023	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000		12,375.00	0.00	12,375.00	0.00
Interest	11/07/2023	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.000		4,562.50	0.00	4,562.50	0.00
Interest	11/10/2023	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.000		8,600.00	0.00	8,600.00	0.00
Interest	11/12/2023	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.000		7,275.00	0.00	7,275.00	0.00
Interest	11/15/2023	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.000		6,875.00	0.00	6,875.00	0.00
Interest	11/15/2023	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		1,380.00	0.00	1,380.00	0.00
Interest	11/15/2023	91324PEG3	430,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.000		7,955.00	0.00	7,955.00	0.00
Interest	11/18/2023	06406HCQ0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.000		15,800.00	0.00	15,800.00	0.00
Interest	11/18/2023	22160KAM7	600,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.000		9,000.00	0.00	9,000.00	0.00
Interest	11/30/2023	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		2,531.25	0.00	2,531.25	0.00
Interest	11/30/2023	91282CHE4	2,425,000.00	US Treasury Note 3.625% Due 5/31/2028	0.000		43,953.13	0.00	43,953.13	0.00
Subtotal			11,981,000.00				127,947.38	0.00	127,947.38	0.00

Transaction Ledger

As of November 30, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	11/02/2023	316175884	22,494,803.57	Fidelity Institutional Money Market Fund 696	0.000		1,329.97	0.00	1,329.97	0.00
Subtotal			22,494,803.57				1,329.97	0.00	1,329.97	0.00
TOTAL OTHER TRANSACTIONS			34,475,803.57				129,277.35	0.00	129,277.35	0.00

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 03/15/2025	03/04/2022 03/08/2022 1,250,000.00	1,266,409.79 0.00 0.00 1,265,425.20	5,031.25 0.00 8,312.50 3,281.25	0.00 984.59 (984.59) 2,296.66	2,296.66
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 1,455,000.00	1,451,822.78 0.00 0.00 1,451,926.05	6,830.42 7,275.00 767.92 1,212.50	103.27 0.00 103.27 1,315.77	1,315.77
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 09/11/2026	12/02/2021 12/06/2021 450,000.00	456,548.26 0.00 0.00 456,348.41	1,281.25 0.00 2,050.00 768.75	0.00 199.85 (199.85) 568.90	568.90
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 106,382.93	135,304.75 0.00 28,925.51 106,380.63	24.81 124.03 19.50 118.72	1.39 0.00 1.39 120.11	120.11
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 900,000.00	879,268.30 0.00 0.00 879,758.41	711.80 0.00 3,381.05 2,669.25	490.11 0.00 490.11 3,159.36	3,159.36
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 950,000.00	951,031.68 0.00 0.00 950,979.74	4,594.52 0.00 5,638.72 1,044.20	0.00 51.94 (51.94) 992.26	992.26
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 826,000.00	838,107.78 0.00 0.00 837,443.73	7,640.50 7,640.50 1,273.42 1,273.42	0.00 664.05 (664.05) 609.37	609.37
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,652.44 0.00 0.00 499,662.38	798.61 0.00 1,319.44 520.83	9.94 0.00 9.94 530.77	530.77
06406HCQ0	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	04/05/2022 04/07/2022 800,000.00	811,076.26 0.00 0.00 810,612.82	14,307.78 15,800.00 1,141.11 2,633.33	0.00 463.44 (463.44) 2,169.89	2,169.89

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/07/2022 03/15/2022 1,080,000.00	1,079,861.78 0.00 0.00 1,079,865.15	3,174.00 0.00 5,244.00 2,070.00	3.37 0.00 3.37 2,073.37	2,073.37
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	Various Various 11,401.19	63,258.72 0.00 51,935.38 11,394.96	3.49 17.42 0.63 14.56	71.62 0.00 71.62 86.18	86.18
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 09/15/2028	09/07/2023 09/15/2023 965,000.00	964,743.97 0.00 0.00 964,751.29	2,213.07 4,149.50 2,213.07 4,149.50	7.32 0.00 7.32 4,156.82	4,156.82
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 600,000.00	589,784.44 0.00 0.00 590,021.28	8,150.00 9,000.00 650.00 1,500.00	236.84 0.00 236.84 1,736.84	1,736.84
24422EXB0	John Deere Capital Corp Note 4.95% Due 07/14/2028	07/11/2023 07/14/2023 935,000.00	934,781.54 0.00 0.00 934,785.36	13,756.19 0.00 17,613.07 3,856.88	9.91 6.09 3.82 3,860.70	3,860.70
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/01/2026	01/13/2022 01/18/2022 850,000.00	876,163.05 0.00 0.00 875,404.70	10,447.92 0.00 12,537.50 2,089.58	0.00 758.35 (758.35) 1,331.23	1,331.23
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	09/08/2023 09/11/2023 2,000,000.00	1,994,731.55 0.00 0.00 1,994,820.69	21,145.83 0.00 28,437.50 7,291.67	89.14 0.00 89.14 7,380.81	7,380.81
3133EPGW9	FFCB Note 3.875% Due 04/25/2028	05/05/2023 05/08/2023 1,250,000.00	1,266,356.46 0.00 0.00 1,266,056.71	807.29 0.00 4,843.75 4,036.46	0.00 299.75 (299.75) 3,736.71	3,736.71
3133EPME2	FFCB Note 3.875% Due 06/08/2028	06/07/2023 06/08/2023 850,000.00	846,902.99 0.00 0.00 846,958.26	13,083.51 0.00 15,828.30 2,744.79	55.27 0.00 55.27 2,800.06	2,800.06

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 1,510,000.00	1,509,082.51 0.00 0.00 1,509,133.67	235.94 0.00 1,022.40 786.46	51.16 0.00 51.16 837.62	837.62
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 1,800,000.00	1,801,019.49 0.00 0.00 1,800,968.01	3,350.00 0.00 4,100.00 750.00	32.35 83.83 (51.48) 698.52	698.52
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 1,800,000.00	1,797,447.41 0.00 0.00 1,797,562.91	1,237.51 0.00 1,800.00 562.49	115.50 0.00 115.50 677.99	677.99
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 1,825,000.00	1,822,610.36 0.00 0.00 1,822,707.63	4,410.41 4,562.50 608.34 760.43	97.27 0.00 97.27 857.70	857.70
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 1,755,000.00	1,757,161.19 0.00 0.00 1,756,975.42	1,267.49 0.00 3,644.07 2,376.58	15.61 201.38 (185.77) 2,190.81	2,190.81
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 1,875,000.00	1,878,264.74 0.00 0.00 1,878,038.54	9,648.43 0.00 12,187.50 2,539.07	30.17 256.37 (226.20) 2,312.87	2,312.87
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	07/01/2021 07/07/2021 842,880.04	862,854.74 0.00 1,850.48 859,345.05	2,232.20 2,232.20 2,227.31 2,227.31	0.00 1,659.21 (1,659.21) 568.10	568.10
3137BKRJ1	FHLMC K047 A2 3.329% Due 05/25/2025	05/19/2022 05/24/2022 700,000.00	702,063.04 0.00 0.00 701,949.89	1,941.92 1,941.92 1,941.92 1,941.92	0.00 113.15 (113.15) 1,828.77	1,828.77
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	10/29/2021 11/03/2021 1,000,000.00	1,030,408.31 0.00 0.00 1,029,256.48	2,287.50 2,287.50 2,287.50 2,287.50	0.00 1,151.83 (1,151.83) 1,135.67	1,135.67

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137BQYS0	FHLMC K056 A2 2.525% Due 05/25/2026	01/31/2022 02/03/2022 570,000.00	580,126.89 0.00 0.00 579,793.77	1,199.38 1,199.38 1,199.38 1,199.38	0.00 333.12 (333.12) 866.26	866.26
3137BXQY1	FHLMC K064 A2 3.224% Due 03/25/2027	05/06/2022 05/11/2022 1,000,000.00	998,565.53 0.00 0.00 998,600.92	2,686.67 2,686.67 2,686.67 2,686.67	35.39 0.00 35.39 2,722.06	2,722.06
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 1,920,000.00	1,919,620.07 0.00 0.00 1,919,644.37	6,320.00 0.00 8,720.00 2,400.00	24.30 0.00 24.30 2,424.30	2,424.30
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 1,800,000.00	1,797,771.82 0.00 0.00 1,797,878.25	1,875.00 0.00 2,437.50 562.50	106.43 0.00 106.43 668.93	668.93
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 1,805,000.00	1,802,934.02 0.00 0.00 1,803,023.59	714.48 0.00 1,278.55 564.07	89.57 0.00 89.57 653.64	653.64
3137FCLD4	FHLMC K071 A2 3.286% Due 11/25/2027	04/11/2023 04/14/2023 2,000,000.00	1,940,547.15 0.00 0.00 1,941,748.22	5,476.67 5,476.67 5,476.67 5,476.67	1,201.07 0.00 1,201.07 6,677.74	6,677.74
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	03/27/2023 03/30/2023 1,500,000.00	1,458,048.74 0.00 0.00 1,458,862.80	837.50 4,187.50 837.50 4,187.50	814.06 0.00 814.06 5,001.56	5,001.56
3137FEZU7	FHLMC K076 A2 3.9% Due 04/25/2028	04/20/2023 04/25/2023 1,200,000.00	1,188,407.94 0.00 0.00 1,188,620.38	3,900.00 3,900.00 3,900.00 3,900.00	212.44 0.00 212.44 4,112.44	4,112.44
3137FGR31	FHLMC K078 A2 3.854% Due 06/25/2028	09/18/2023 09/21/2023 1,300,000.00	1,242,284.24 0.00 0.00 1,243,303.95	835.03 4,175.17 835.03 4,175.17	1,019.71 0.00 1,019.71 5,194.88	5,194.88

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 179,936.04	191,004.82 0.00 11,070.74 179,934.30	54.12 108.24 50.98 105.10	0.22 0.00 0.22 105.32	105.32
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 66,125.65	143,549.19 0.00 77,423.72 66,125.60	17.11 46.65 7.88 37.42	0.13 0.00 0.13 37.55	37.55
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 308,986.78	366,997.60 0.00 58,011.51 308,986.30	213.06 581.08 179.38 547.40	0.21 0.00 0.21 547.61	547.61
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 177,003.00	187,318.11 0.00 10,322.65 176,996.25	98.35 196.69 92.93 191.27	0.79 0.00 0.79 192.06	192.06
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 46,407.28	55,089.87 0.00 8,682.72 46,407.19	4.13 12.40 3.48 11.75	0.04 0.00 0.04 11.79	11.79
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 24,051.43	39,355.71 0.00 15,304.37 24,051.43	5.26 12.13 3.21 10.08	0.09 0.00 0.09 10.17	10.17
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 495,000.00	494,964.51 0.00 0.00 494,966.41	413.60 775.50 413.60 775.50	1.90 0.00 1.90 777.40	777.40
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 228,108.28	244,664.46 0.00 16,576.99 228,090.10	59.81 179.44 55.76 175.39	2.63 0.00 2.63 178.02	178.02
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 66,085.02	84,586.57 0.00 18,503.26 66,084.06	14.29 26.79 11.16 23.66	0.75 0.00 0.75 24.41	24.41

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 134,125.36	153,447.61 0.00 19,325.09 134,123.26	25.92 48.59 22.65 45.32	0.74 0.00 0.74 46.06	46.06
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 163,547.23	175,772.37 0.00 12,240.12 163,534.24	57.81 108.40 53.79 104.38	1.99 0.00 1.99 106.37	106.37
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,910,672.29 0.00 0.00 1,910,816.39	512.00 0.00 1,908.35 1,396.35	144.10 0.00 144.10 1,540.45	1,540.45
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 945,000.00	944,340.24 0.00 0.00 944,367.46	39.37 0.00 433.13 393.76	27.22 0.00 27.22 420.98	420.98
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 312,000.00	316,384.93 0.00 0.00 316,140.42	162.47 0.00 704.05 541.58	0.00 244.51 (244.51) 297.07	297.07
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 985,000.00	985,248.71 0.00 0.00 985,213.69	3,381.83 0.00 4,058.20 676.37	0.00 35.02 (35.02) 641.35	641.35
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 470,000.00	470,063.00 0.00 0.00 470,054.96	1,619.31 0.00 1,998.83 379.52	0.00 8.04 (8.04) 371.48	371.48
47787NAC3	John Deere Owner Trust 2020-B A3 Due 11/15/2024	07/14/2020 07/22/2020 0.00	1,225.13 0.00 1,225.14 0.00	0.28 0.51 0.00 0.23	0.01 0.00 0.01 0.24	0.24
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 248,314.08	269,239.03 0.00 20,933.95 248,306.28	62.23 116.67 57.39 111.83	1.20 0.00 1.20 113.03	113.03

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 540,000.00	539,969.96 0.00 0.00 539,970.91	1,221.60 2,290.50 1,221.60 2,290.50	0.95 0.00 0.95 2,291.45	2,291.45
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/06/2023 03/09/2023 595,000.00	594,497.72 0.00 0.00 594,507.20	4,189.79 0.00 6,606.98 2,417.19	9.48 0.00 9.48 2,426.67	2,426.67
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 500,000.00	482,505.38 0.00 0.00 483,082.76	91.17 0.00 1,002.83 911.66	577.38 0.00 577.38 1,489.04	1,489.04
61747YER2	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 04/20/2028	05/19/2023 05/23/2023 750,000.00	725,144.75 0.00 0.00 725,601.65	964.79 0.00 3,596.04 2,631.25	456.90 0.00 456.90 3,088.15	3,088.15
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 430,000.00	429,509.40 0.00 0.00 429,520.85	8,170.00 8,600.00 1,003.33 1,433.33	11.45 0.00 11.45 1,444.78	1,444.78
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 890,000.00	889,889.58 0.00 0.00 889,895.91	1,691.00 0.00 3,804.75 2,113.75	6.33 0.00 6.33 2,120.08	2,120.08
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	09/08/2023 09/12/2023 575,000.00	568,030.44 0.00 0.00 568,154.31	9,577.34 0.00 11,913.28 2,335.94	123.87 0.00 123.87 2,459.81	2,459.81
74456QBX3	Public Service El & Gas Callable Note Cont 6/1/2028 3.65% Due 09/01/2028	10/04/2023 10/06/2023 1,200,000.00	1,108,100.99 0.00 0.00 1,109,662.13	7,300.00 0.00 10,950.00 3,650.00	1,561.14 0.00 1,561.14 5,211.14	5,211.14
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 1,100,000.00	1,100,442.40 0.00 0.00 1,100,406.14	12,375.00 12,375.00 2,062.50 2,062.50	7.85 44.11 (36.26) 2,026.24	2,026.24

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 750,000.00	743,377.38 0.00 0.00 743,540.50	2,960.42 0.00 4,491.67 1,531.25	163.12 0.00 163.12 1,694.37	1,694.37
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 535,000.00	534,413.86 0.00 0.00 534,428.87	3,071.79 0.00 3,941.17 869.38	15.01 0.00 15.01 884.39	884.39
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,100,000.00	1,097,219.87 0.00 0.00 1,097,283.29	17,949.68 0.00 21,715.34 3,765.66	63.42 0.00 63.42 3,829.08	3,829.08
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,769.83 0.00 0.00 994,777.02	4,135.47 0.00 5,068.28 932.81	7.19 0.00 7.19 940.00	940.00
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 810,000.00	809,565.25 0.00 0.00 809,594.96	3,523.50 0.00 4,502.25 978.75	29.71 0.00 29.71 1,008.46	1,008.46
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 6,275.68	19,060.60 0.00 12,785.93 6,275.37	2.97 5.56 0.98 3.57	0.70 0.00 0.70 4.27	4.27
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 216,058.77	231,249.44 0.00 15,192.62 216,057.06	72.97 136.82 68.18 132.03	0.24 0.00 0.24 132.27	132.27
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 166,974.35	196,403.86 0.00 29,433.86 166,971.47	22.70 42.55 19.29 39.14	1.47 0.00 1.47 40.61	40.61
89788MAAO	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 08/05/2025	02/03/2022 02/07/2022 650,000.00	642,801.43 0.00 0.00 643,137.28	1,863.33 0.00 2,513.33 650.00	335.85 0.00 335.85 985.85	985.85

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 955,000.00	954,502.32 0.00 0.00 954,535.72	5,438.19 0.00 7,069.65 1,631.46	33.40 0.00 33.40 1,664.86	1,664.86
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 1,500,000.00	1,506,807.54 0.00 0.00 1,506,248.01	92.72 0.00 2,874.31 2,781.59	0.00 559.53 (559.53) 2,222.06	2,222.06
912828D56	US Treasury Note 2.375% Due 08/15/2024	03/05/2020 03/06/2020 1,500,000.00	1,519,713.49 0.00 0.00 1,517,660.00	7,550.95 0.00 10,455.16 2,904.21	0.00 2,053.49 (2,053.49) 850.72	850.72
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 2,000,000.00	2,008,282.68 0.00 0.00 2,007,770.35	3,832.42 0.00 5,686.81 1,854.39	0.00 512.33 (512.33) 1,342.06	1,342.06
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	02/19/2021 02/22/2021 1,900,000.00	1,890,587.11 0.00 0.00 1,890,991.10	415.30 0.00 804.64 389.34	403.99 0.00 403.99 793.33	793.33
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/11/2021 02/12/2021 1,900,000.00	1,893,707.35 0.00 0.00 1,893,965.96	13.05 0.00 404.53 391.48	258.61 0.00 258.61 650.09	650.09
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,339,223.28 0.00 0.00 1,339,648.68	2,130.12 2,531.25 13.83 414.96	425.40 0.00 425.40 840.36	840.36
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/17/2021 09/20/2021 480,000.00	478,507.83 0.00 0.00 478,551.12	613.19 0.00 909.89 296.70	43.29 0.00 43.29 339.99	339.99
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	Various Various 2,820,000.00	2,803,518.44 0.00 0.00 2,803,983.14	2,157.39 0.00 4,179.93 2,022.54	464.70 0.00 464.70 2,487.24	2,487.24

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 2,150,000.00	2,124,679.45 0.00 0.00 2,126,198.69	4,858.17 0.00 7,959.13 3,100.96	1,519.24 0.00 1,519.24 4,620.20	4,620.20
91282CEQ0	US Treasury Note 2.75% Due 05/15/2025	06/06/2022 06/07/2022 500,000.00	498,795.03 0.00 0.00 498,859.47	6,351.90 6,875.00 604.40 1,127.50	64.44 0.00 64.44 1,191.94	1,191.94
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 2,250,000.00	2,259,918.00 0.00 0.00 2,259,695.46	24,639.95 0.00 30,601.22 5,961.27	0.00 222.54 (222.54) 5,738.73	5,738.73
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 600,000.00	592,282.24 0.00 0.00 592,451.49	4,169.84 0.00 5,514.95 1,345.11	169.25 0.00 169.25 1,514.36	1,514.36
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 1,950,000.00	1,930,776.56 0.00 0.00 1,931,188.79	10,379.46 0.00 15,401.79 5,022.33	412.23 0.00 412.23 5,434.56	5,434.56
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	03/14/2023 03/16/2023 700,000.00	699,026.17 0.00 0.00 699,045.38	9,139.95 0.00 11,351.22 2,211.27	19.21 0.00 19.21 2,230.48	2,230.48
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/16/2023 02/17/2023 2,500,000.00	2,447,133.26 0.00 0.00 2,448,155.17	22,112.77 0.00 29,245.92 7,133.15	1,021.91 0.00 1,021.91 8,155.06	8,155.06
91282CGP0	US Treasury Note 4% Due 02/29/2028	Various Various 2,500,000.00	2,492,873.47 0.00 0.00 2,493,008.70	17,032.96 0.00 25,274.72 8,241.76	223.02 87.79 135.23 8,376.99	8,376.99
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	Various Various 2,425,000.00	2,384,104.15 0.00 0.00 2,384,837.48	36,987.87 43,953.13 240.18 7,205.44	733.33 0.00 733.33 7,938.77	7,938.77

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CHX2	US Treasury Note 4.375% Due 08/31/2028	09/25/2023 09/26/2023 400,000.00	395,865.58 0.00 0.00 395,935.85	2,980.77 0.00 4,423.08 1,442.31	70.27 0.00 70.27 1,512.58	1,512.58
91282CJF9	US Treasury Note 4.875% Due 10/31/2028	10/27/2023 10/31/2023 600,000.00	602,272.20 0.00 0.00 602,234.86	80.36 0.00 2,491.07 2,410.71	0.00 37.34 (37.34) 2,373.37	2,373.37
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 240,000.00	240,394.64 0.00 0.00 240,381.42	1,272.66 1,380.00 122.67 230.01	0.00 13.22 (13.22) 216.79	216.79
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 430,000.00	430,141.86 0.00 0.00 430,138.57	7,336.27 7,955.00 707.10 1,325.83	0.89 4.18 (3.29) 1,322.54	1,322.54
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 235,000.00	234,744.36 0.00 0.00 234,751.66	301.58 0.00 507.21 205.63	7.30 0.00 7.30 212.93	212.93
			92,463,758.03	420,270.68	14,347.77	
			0.00	165,013.86	11,049.05	
			409,744.04	429,841.80	3,298.72	
Total Fixed Income		92,440,663.11	92,057,312.71	174,584.98	177,883.70	177,883.70

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
316175884	Fidelity Institutional Money Market Fund 696	11/27/2023 11/27/2023 648,022.23	71,934.36 576,087.87 0.00 648,022.23	0.00 1,329.97 0.00 1,329.97	0.00 0.00 0.00 1,329.97	1,329.97
			71,934.36	0.00	0.00	
			576,087.87	1,329.97	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		648,022.23	648,022.23	1,329.97	1,329.97	1,329.97
			92,535,692.39	420,270.68	14,347.77	
			576,087.87	166,343.83	11,049.05	
			409,744.04	429,841.80	3,298.72	
TOTAL PORTFOLIO		93,088,685.34	92,705,334.94	175,914.95	179,213.67	179,213.67

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/01/2023	Interest	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	4,058.20	4,058.20
12/01/2023	Interest	26442CAS3	850,000.00	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	0.00	12,537.50	12,537.50
12/01/2023	Purchase	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	-578,718.75	0.00	-578,718.75
12/01/2023	Sale	316175884	578,718.75	Fidelity Institutional Money Market Fund 696	578,718.75	0.00	578,718.75
12/08/2023	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00
12/08/2023	Interest	3133EPME2	850,000.00	FFCB Note 3.875% Due 6/8/2028	0.00	16,468.75	16,468.75
12/15/2023	Interest	74340XCG4	575,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	13,003.39	13,003.39
12/15/2023	Paydown	89240BAC2	166,974.35	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	41,723.24	36.18	41,759.42
12/15/2023	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,508.97	107.60	15,616.57
12/15/2023	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
12/15/2023	Paydown	44891RAC4	66,085.02	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,020.26	20.93	22,041.19
12/15/2023	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,336.07	42.47	22,378.54
12/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	26,489.59	775.50	27,265.09
12/15/2023	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
12/15/2023	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,344.36	127.83	14,472.19
12/15/2023	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,669.30	100.85	11,770.15
12/15/2023	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	460.00	1.83	461.83

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/16/2023	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,226.34	101.96	11,328.30
12/16/2023	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,472.20	185.85	9,658.05
12/17/2023	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
12/18/2023	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
12/19/2023	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
12/20/2023	Paydown	36262XAC8	66,125.65	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	33,059.52	21.49	33,081.01
12/20/2023	Paydown	36265MAC9	308,986.78	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	61,257.97	489.23	61,747.20
12/21/2023	Paydown	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
12/21/2023	Paydown	3137BXQY1	0.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
12/21/2023	Paydown	3137FCLD4	0.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
12/21/2023	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,182.40	167.28	15,349.68
12/21/2023	Paydown	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	1,850.48	2,232.20	4,082.68
12/21/2023	Paydown	43813GAC5	46,407.28	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,597.62	10.44	11,608.06
12/21/2023	Paydown	3137BKRJ1	0.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
12/21/2023	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
12/23/2023	Interest	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	2,277.16	2,277.16
12/24/2023	Paydown	3137FEZU7	0.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
12/25/2023	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
12/25/2023	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
12/25/2023	Paydown	05601XAC3	106,382.93	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,421.50	97.52	26,519.02
12/25/2023	Paydown	09690AAC7	11,401.19	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	11,401.19	3.14	11,404.33
12/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
12/25/2023	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
12/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
12/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
12/25/2023	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
12/28/2023	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
12/31/2023	Interest	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	36,562.50	36,562.50
12/31/2023	Interest	91282CGC9	700,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	13,562.50	13,562.50
DEC 2023					336,021.01	193,962.70	529,983.71
01/07/2024	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
01/13/2024	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
01/14/2024	Interest	24422EXB0	935,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	23,141.25	23,141.25

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Interest	87612EBM7	535,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	5,216.25	5,216.25
01/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
01/15/2024	Paydown	44891RAC4	66,085.02	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,028.34	13.95	22,042.29
01/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	458.26	1.70	459.96
01/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	26,605.70	734.00	27,339.70
01/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
01/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,352.84	119.35	14,472.19
01/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,671.24	93.66	11,764.90
01/15/2024	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,343.33	35.40	22,378.73
01/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,510.39	100.88	15,611.27
01/15/2024	Paydown	89240BAC2	166,974.35	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	41,736.80	27.14	41,763.94
01/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,513.71	175.91	9,689.62
01/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,228.96	95.60	11,324.56
01/20/2024	Paydown	36265MAC9	308,986.78	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	61,526.48	392.24	61,918.72
01/20/2024	Paydown	36262XAC8	66,125.65	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	33,066.13	10.75	33,076.88
01/21/2024	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
01/21/2024	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,185.93	156.15	15,342.08
01/21/2024	Paydown	43813GAC5	46,407.28	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,600.42	7.83	11,608.25
01/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
01/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
01/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
01/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
01/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
01/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
01/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
01/25/2024	Paydown	05601XAC3	106,382.93	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,537.32	73.30	26,610.62
01/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
01/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
01/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
01/31/2024	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00
01/31/2024	Interest	91282CGH8	2,500,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	43,750.00	43,750.00
JAN 2024					323,365.85	153,148.12	476,513.97
02/05/2024	Interest	89788MAA0	650,000.00	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	0.00	3,900.00	3,900.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/12/2024	Interest	3137EAEPO	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
02/15/2024	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
02/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
02/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	26,722.32	692.32	27,414.64
02/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,361.33	110.86	14,472.19
02/15/2024	Paydown	44891RAC4	66,085.02	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,036.41	6.98	22,043.39
02/15/2024	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,350.60	28.32	22,378.92
02/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
02/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	456.52	1.56	458.08
02/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,673.19	86.46	11,759.65
02/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,511.81	94.16	15,605.97
02/15/2024	Paydown	89240BAC2	166,974.35	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	41,750.37	18.09	41,768.46
02/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,231.57	89.24	11,320.81
02/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,555.41	165.92	9,721.33
02/20/2024	Paydown	36265MAC9	308,986.78	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	61,796.17	294.82	62,090.99
02/21/2024	Paydown	43813GAC5	46,407.28	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,603.22	5.22	11,608.44
02/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,189.48	145.01	15,334.49

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2024	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
02/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
02/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
02/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
02/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
02/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
02/25/2024	Paydown	05601XAC3	106,382.93	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,653.64	48.97	26,702.61
02/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
02/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
02/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
02/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
02/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
02/29/2024	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
02/29/2024	Interest	91282CHX2	400,000.00	US Treasury Note 4.375% Due 8/31/2028	0.00	8,750.00	8,750.00
02/29/2024	Interest	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75
02/29/2024	Interest	91282CGP0	2,500,000.00	US Treasury Note 4% Due 2/29/2028	0.00	50,000.00	50,000.00
02/29/2024	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00

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FEB 2024					290,892.04	180,026.30	470,918.34
03/01/2024	Interest	74456QBX3	1,200,000.00	Public Service EI & Gas Callable Note Cont 6/1/2028 3.65% Due 9/1/2028	0.00	21,900.00	21,900.00
03/03/2024	Interest	808513BY0	750,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	9,187.50	9,187.50
03/08/2024	Interest	3130AWTR1	2,000,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	52,013.89	52,013.89
03/09/2024	Interest	57636QAW4	595,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	14,503.13	14,503.13
03/11/2024	Interest	037833DN7	450,000.00	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	0.00	4,612.50	4,612.50
03/15/2024	Interest	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.00	19,687.50	19,687.50
03/15/2024	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
03/15/2024	Interest	084664CZ2	1,080,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	12,420.00	12,420.00
03/15/2024	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
03/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,675.13	79.26	11,754.39
03/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	454.75	1.43	456.18
03/15/2024	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,357.85	21.25	22,379.10
03/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
03/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,369.83	102.36	14,472.19
03/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	26,839.45	650.45	27,489.90
03/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,513.23	87.44	15,600.67

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03/15/2024	Paydown	89240BAC2	166,974.35	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	41,763.94	9.05	41,772.99
03/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
03/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,597.30	155.88	9,753.18
03/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,234.20	82.87	11,317.07
03/17/2024	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
03/20/2024	Paydown	36265MAC9	308,986.78	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,067.04	196.98	62,264.02
03/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,193.03	133.87	15,326.90
03/21/2024	Paydown	43813GAC5	46,407.28	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,606.03	2.61	11,608.64
03/23/2024	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
03/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
03/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
03/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
03/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
03/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
03/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
03/25/2024	Paydown	05601XAC3	106,382.93	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,770.47	24.54	26,795.01
03/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
03/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
03/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
03/31/2024	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
03/31/2024	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
MAR 2024					269,442.25	213,622.76	483,065.01
04/07/2024	Interest	69371RR73	890,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	12,682.50	12,682.50
04/15/2024	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
04/15/2024	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,365.12	14.17	22,379.29
04/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,677.08	72.06	11,749.14
04/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,378.33	93.86	14,472.19
04/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
04/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	26,957.10	608.40	27,565.50
04/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,514.65	80.72	15,595.37
04/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
04/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	452.96	1.30	454.26
04/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,639.37	145.81	9,785.18

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,236.82	76.51	11,313.33
04/20/2024	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
04/20/2024	Interest	61747YER2	750,000.00	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	0.00	15,787.50	15,787.50
04/20/2024	Paydown	36265MAC9	308,986.78	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,339.11	98.70	62,437.81
04/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,196.57	122.73	15,319.30
04/22/2024	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
04/22/2024	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48
04/23/2024	Interest	06051GHT9	900,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	16,015.50	16,015.50
04/25/2024	Interest	3133EPGW9	1,250,000.00	FFCB Note 3.875% Due 4/25/2028	0.00	24,218.75	24,218.75
04/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
04/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
04/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
04/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
04/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
04/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
04/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
04/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
04/28/2024	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
04/28/2024	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
04/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
04/30/2024	Interest	91282CJF9	600,000.00	US Treasury Note 4.875% Due 10/31/2028	0.00	14,625.00	14,625.00
04/30/2024	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
04/30/2024	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
APR 2024					189,757.11	178,813.87	368,570.98
05/01/2024	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
05/01/2024	Interest	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	12,375.00	12,375.00
05/07/2024	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
05/10/2024	Interest	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	8,600.00	8,600.00
05/12/2024	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00
05/15/2024	Interest	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
05/15/2024	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,380.00	1,380.00
05/15/2024	Interest	91324PEG3	430,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	7,955.00	7,955.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,075.26	566.17	27,641.43
05/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
05/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
05/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	451.16	1.16	452.32
05/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,679.02	64.86	11,743.88
05/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,386.84	85.35	14,472.19
05/15/2024	Paydown	44933LAC7	134,125.36	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	22,372.40	7.08	22,379.48
05/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,516.08	73.99	15,590.07
05/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,239.44	70.14	11,309.58
05/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,681.62	135.69	9,817.31
05/18/2024	Interest	06406HCQ0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.00	15,800.00	15,800.00
05/18/2024	Interest	22160KAM7	600,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	9,000.00	9,000.00
05/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,200.12	111.58	15,311.70
05/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
05/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
05/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
05/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
05/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
05/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
05/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
05/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
05/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
05/31/2024	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
05/31/2024	Interest	91282CHE4	2,425,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	43,953.13	43,953.13
MAY 2024					127,601.94	165,545.52	293,147.46
06/01/2024	Call	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	985,000.00	4,058.20	989,058.20
06/01/2024	Interest	26442CAS3	850,000.00	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	0.00	12,537.50	12,537.50
06/08/2024	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00
06/08/2024	Interest	3133EPME2	850,000.00	FFCB Note 3.875% Due 6/8/2028	0.00	16,468.75	16,468.75
06/15/2024	Interest	74340XCG4	575,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	14,015.63	14,015.63
06/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,680.97	57.66	11,738.63
06/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,517.50	67.27	15,584.77

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
06/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,193.94	523.75	27,717.69
06/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,395.35	76.84	14,472.19
06/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
06/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	449.33	1.03	450.36
06/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,724.06	125.52	9,849.58
06/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,242.06	63.77	11,305.83
06/17/2024	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
06/18/2024	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
06/19/2024	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
06/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,203.66	100.44	15,304.10
06/23/2024	Call	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.01	2,277.15	472,277.16
06/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
06/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
06/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
06/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
06/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
06/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
06/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
06/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
06/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
06/30/2024	Interest	91282CGC9	700,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	13,562.50	13,562.50
06/30/2024	Interest	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	36,562.50	36,562.50
JUN 2024					1,560,406.88	175,936.77	1,736,343.65
07/07/2024	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
07/13/2024	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
07/14/2024	Interest	24422EXB0	935,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	23,141.25	23,141.25
07/15/2024	Interest	87612EBM7	535,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	5,216.25	5,216.25
07/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,403.87	68.32	14,472.19
07/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
07/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,313.14	481.15	27,794.29
07/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	21,957.14	2,290.50	24,247.64
07/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,682.91	50.46	11,733.37

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	447.49	0.90	448.39
07/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,518.91	60.55	15,579.46
07/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,766.68	115.31	9,881.99
07/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,244.69	57.40	11,302.09
07/21/2024	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
07/21/2024	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75
07/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,207.21	89.29	15,296.50
07/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,227.31	2,227.31
07/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
07/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
07/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
07/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
07/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
07/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
07/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
07/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
07/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2024	Interest	91282CGH8	2,500,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	43,750.00	43,750.00
07/31/2024	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00
JUL 2024					127,542.04	152,033.64	279,575.68
08/05/2024	Interest	89788MAA0	650,000.00	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	0.00	3,900.00	3,900.00
08/12/2024	Interest	3137EAEP0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
08/15/2024	Maturity	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	17,812.50	1,517,812.50
08/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,684.86	43.25	11,728.11
08/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,412.39	59.80	14,472.19
08/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,003.61	2,197.37	24,200.98
08/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	445.63	0.77	446.40
08/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
08/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,432.86	438.36	27,871.22
08/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,520.34	53.82	15,574.16
08/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,247.31	51.03	11,298.34
08/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,809.49	105.06	9,914.55
08/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,210.76	78.14	15,288.90
08/25/2024	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
08/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
08/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
08/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
08/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	280,014.14	2,227.31	282,241.45
08/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
08/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
08/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
08/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
08/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
08/31/2024	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
08/31/2024	Interest	91282CHX2	400,000.00	US Treasury Note 4.375% Due 8/31/2028	0.00	8,750.00	8,750.00
08/31/2024	Interest	91282CGP0	2,500,000.00	US Treasury Note 4% Due 2/29/2028	0.00	50,000.00	50,000.00
08/31/2024	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
08/31/2024	Interest	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75
AUG 2024					1,907,781.39	178,975.47	2,086,756.86
09/01/2024	Interest	74456QBX3	1,200,000.00	Public Service EI & Gas Callable Note Cont 6/1/2028 3.65% Due 9/1/2028	0.00	21,900.00	21,900.00

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/03/2024	Interest	808513BY0	750,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	9,187.50	9,187.50
09/08/2024	Interest	3130AWTR1	2,000,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	43,750.00	43,750.00
09/09/2024	Interest	57636QAW4	595,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	14,503.13	14,503.13
09/11/2024	Interest	037833DN7	450,000.00	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	0.00	4,612.50	4,612.50
09/15/2024	Interest	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.00	19,687.50	19,687.50
09/15/2024	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2024	Interest	084664CZ2	1,080,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	12,420.00	12,420.00
09/15/2024	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
09/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,050.19	2,104.03	24,154.22
09/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,686.81	36.05	11,722.86
09/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,420.92	51.27	14,472.19
09/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,521.76	47.10	15,568.86
09/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
09/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,553.11	395.38	27,948.49
09/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	443.75	0.64	444.39
09/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,249.93	44.66	11,294.59
09/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,852.49	94.76	9,947.25

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/17/2024	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
09/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,214.31	66.98	15,281.29
09/23/2024	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
09/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	280,958.95	1,487.37	282,446.32
09/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
09/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
09/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
09/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
09/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
09/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
09/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
09/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
09/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
09/30/2024	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
09/30/2024	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
SEP 2024					408,952.22	203,621.31	612,573.53
10/07/2024	Interest	69371RR73	890,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	12,682.50	12,682.50

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2024	Maturity	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	14,259.38	1,769,259.38
10/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,673.89	352.21	28,026.10
10/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,429.45	42.74	14,472.19
10/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
10/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,688.76	28.84	11,717.60
10/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,523.18	40.37	15,563.55
10/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,096.86	2,010.50	24,107.36
10/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	441.85	0.51	442.36
10/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,252.56	38.28	11,290.84
10/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,895.68	84.41	9,980.09
10/20/2024	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
10/20/2024	Interest	61747YER2	750,000.00	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	0.00	15,787.50	15,787.50
10/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,217.86	55.82	15,273.68
10/22/2024	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
10/22/2024	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48
10/23/2024	Interest	06051GHT9	900,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	16,015.50	16,015.50
10/25/2024	Interest	3133EPGW9	1,250,000.00	FFCB Note 3.875% Due 4/25/2028	0.00	24,218.75	24,218.75

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
10/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
10/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
10/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
10/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
10/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
10/25/2024	Paydown	3137BFE98	842,880.04	FHLMC K041 A2 3.171% Due 10/25/2024	281,906.95	744.94	282,651.89
10/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
10/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
10/28/2024	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
10/28/2024	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
10/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
10/31/2024	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
10/31/2024	Interest	91282CJF9	600,000.00	US Treasury Note 4.875% Due 10/31/2028	0.00	14,625.00	14,625.00
10/31/2024	Maturity	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	16,875.00	1,516,875.00
OCT 2024					3,665,127.04	176,380.42	3,841,507.46
11/01/2024	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/01/2024	Maturity	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	12,375.00	1,112,375.00
11/07/2024	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
11/10/2024	Interest	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	8,600.00	8,600.00
11/12/2024	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00
11/15/2024	Interest	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
11/15/2024	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,380.00	1,380.00
11/15/2024	Interest	91324PEG3	430,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	7,955.00	7,955.00
11/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,143.63	1,916.78	24,060.41
11/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
11/15/2024	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,795.19	308.86	28,104.05
11/15/2024	Paydown	89238JAC9	216,058.77	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,437.99	34.20	14,472.19
11/15/2024	Paydown	47789QAC4	248,314.08	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,524.61	33.64	15,558.25
11/15/2024	Paydown	44935FAD6	163,547.23	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,690.71	21.63	11,712.34
11/15/2024	Paydown	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	439.94	0.38	440.32
11/16/2024	Paydown	362554AC1	179,936.04	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,255.19	31.90	11,287.09
11/16/2024	Paydown	380146AC4	177,003.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,939.05	74.02	10,013.07

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/18/2024	Interest	06406HCO0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.00	15,800.00	15,800.00
11/18/2024	Interest	22160KAM7	600,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	9,000.00	9,000.00
11/21/2024	Paydown	43815GAC3	228,108.28	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,221.40	44.67	15,266.07
11/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
11/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
11/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
11/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
11/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
11/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
11/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
11/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
11/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
NOV 2024					1,228,447.71	115,893.39	1,344,341.10
TOTAL					10,435,337.48	2,087,960.27	12,523,297.75

Book Value Report

As of November 30, 2023



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$4,149,407.11	\$2,644,684.91	\$539,970.91	\$964,751.29	\$4,149,407.11
Agency	\$20,193,768.05	\$1,756,975.42	\$14,328,956.97	\$4,107,835.66	\$20,193,768.05
CMO	\$10,001,481.46	\$859,345.05	\$2,311,000.14	\$6,831,136.27	\$10,001,481.46
Corporate	\$24,987,042.54	\$1,100,406.14	\$9,416,117.19	\$14,470,519.21	\$24,987,042.54
Money Market Fund	\$648,022.23	\$648,022.23	\$0.00	\$0.00	\$648,022.23
Supranational	\$2,855,183.85	\$0.00	\$944,367.46	\$1,910,816.39	\$2,855,183.85
US Treasury	\$29,870,429.70	\$3,023,908.01	\$8,417,785.57	\$18,428,736.12	\$29,870,429.70
TOTAL	\$92,705,334.94	\$10,033,341.76	\$35,958,198.24	\$46,713,794.94	\$92,705,334.94



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

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



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index*	<p>The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.</p> <p>The ICE BofA US 1-Year Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, twelve months from the rebalancing date.</p>
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	<p>The ICE BofA US 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody’s, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities.</p>



City of Brea Liquidity - Account #11150

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

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

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.52
Average Coupon	5.02%
Average Purchase YTM	5.23%
Average Market YTM	5.23%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.54 yrs
Average Life	0.00 yrs

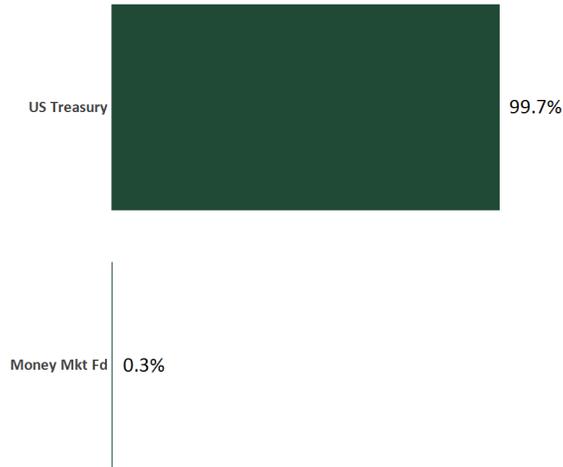
ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value		2,000,000
Accrued Interest	0	1,145
Total Market Value		2,001,145
Income Earned		1,145
Cont/WD		0
Par		2,056,945
Book Value		2,000,000
Cost Value		2,000,000

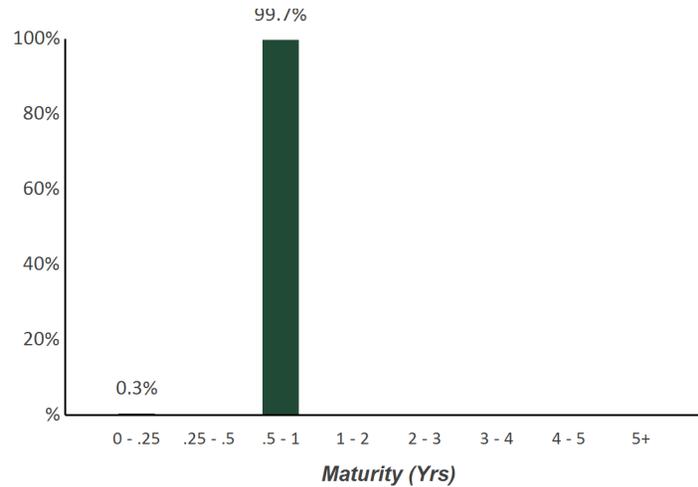
TOP ISSUERS

Government of United States	99.7%
Fidelity Institutional Treasury	0.3%
Total	100.0%

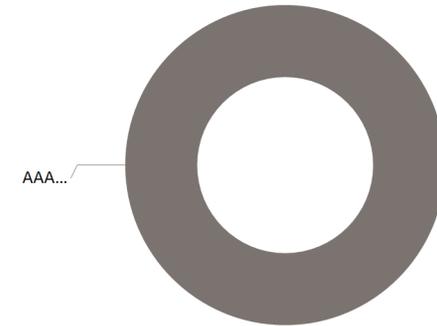
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Reconciliation Summary

As of November 30, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$0.00
Acquisition		
+ Security Purchases	\$1,993,054.71	
+ Money Market Fund Purchases	\$0.00	
+ Money Market Contributions	\$2,000,000.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,993,054.71
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$1,993,054.71	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$1,993,054.71
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$2,000,000.00

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$0.00
Acquisition		
Contributions	\$2,000,000.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$0.00	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,000,000.00	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$1,993,054.71	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$1,993,054.71	
ENDING BOOK VALUE		\$6,945.29

Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
316175884	Fidelity Institutional Money Market Fund 696	6,945.29	11/22/2023 4.97%	6,945.29 6,945.29	1.00 4.97%	6,945.29 0.00	0.35% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		6,945.29	4.97%	6,945.29	4.97%	6,945.29 0.00	0.35% 0.00	Aaa / AAA NR	0.00 0.00
US TREASURY									
912797FS1	US Treasury Bill 5.025% Due 6/13/2024	2,050,000.00	11/24/2023 5.23%	1,993,054.71 1,993,054.71	97.22 5.23%	1,993,054.71 1,144.63	99.65% 0.00	P-1 / A-1+ F-1+	0.54 0.52
Total US Treasury		2,050,000.00	5.23%	1,993,054.71	5.23%	1,993,054.71 1,144.63	99.65% 0.00	P-1 / A-1+ F-1+	0.54 0.52
TOTAL PORTFOLIO		2,056,945.29	5.23%	2,000,000.00	5.23%	2,000,000.00 1,144.63	100.00% 0.00	Aaa / AAA AAA	0.54 0.52
TOTAL MARKET VALUE PLUS ACCRUED						2,001,144.63			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/27/2023	912797FS1	2,050,000.00	US Treasury Bill 5.025% Due 6/13/2024	97.222	5.23%	1,993,054.71	0.00	1,993,054.71	0.00
Subtotal			2,050,000.00				1,993,054.71	0.00	1,993,054.71	0.00
Security Contribution	11/22/2023	316175884	2,000,000.00	Fidelity Institutional Money Market Fund 696	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Subtotal			2,000,000.00				2,000,000.00	0.00	2,000,000.00	0.00
TOTAL ACQUISITIONS			4,050,000.00				3,993,054.71	0.00	3,993,054.71	0.00
DISPOSITIONS										
Sale	11/27/2023	316175884	1,993,054.71	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,993,054.71	0.00	1,993,054.71	0.00
Subtotal			1,993,054.71				1,993,054.71	0.00	1,993,054.71	0.00
TOTAL DISPOSITIONS			1,993,054.71				1,993,054.71	0.00	1,993,054.71	0.00

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
316175884	Fidelity Institutional Money Market Fund 696	11/22/2023 11/22/2023 6,945.29	0.00 2,000,000.00 1,993,054.71 6,945.29	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
912797FS1	US Treasury Bill 5.025% Due 06/13/2024	11/24/2023 11/27/2023 2,050,000.00	0.00 1,993,054.71 0.00 1,993,054.71	0.00 0.00 1,144.63 1,144.63	0.00 0.00 0.00 1,144.63	1,144.63
Total Cash & Equivalent			2,056,945.29	2,000,000.00	1,144.63	1,144.63
TOTAL PORTFOLIO			2,056,945.29	2,000,000.00	1,144.63	1,144.63

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/13/2024	Maturity	912797FS1	2,050,000.00	US Treasury Bill 5.025% Due 6/13/2024	1,993,054.71	56,945.29	2,050,000.00
JUN 2024					1,993,054.71	56,945.29	2,050,000.00
TOTAL					1,993,054.71	56,945.29	2,050,000.00

Book Value Report

As of November 30, 2023



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
Money Market Fund	\$6,945.29	\$6,945.29	\$0.00	\$0.00	\$6,945.29
US Treasury	\$1,993,054.71	\$1,993,054.71	\$0.00	\$0.00	\$1,993,054.71
TOTAL	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00



Account #11150

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.

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

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

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

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

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

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



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Account Number: 6746050800
PARS/CITY OF BRE A 115 POST
EMPLOYMENT BENEFIT TRUST PENSION

This statement is for the period from November 1, 2023 to November 30, 2023

Questions?

If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
BETH BERGMAN
3121 MICHELSON DR
3RD FL
IRVINE CA 92612
Phone: 949-224-7207
E-mail: beth.bergman@usbank.com



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CITY OF BRE A
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BRE A, CA 92821

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800

MARKET AND COST RECONCILIATION

	11/30/2023 MARKET	11/30/2023 BOOK VALUE
Beginning Market And Cost	9,862,803.20	9,935,079.10
Investment Activity		
Interest	26,104.49	26,104.49
Dividends	1,414.68	1,414.68
Realized Gain/Loss	- 358,419.36	- 358,419.36
Change In Unrealized Gain/Loss	1,034,152.26	.00
Net Accrued Income (Current-Prior)	- 12,672.47	- 12,672.47
Total Investment Activity	690,579.60	- 343,572.66
Plan Expenses		
Trust Fees	- 2,376.00	- 2,376.00
Total Plan Expenses	- 2,376.00	- 2,376.00
Other Activity		
Transfers To Checking Account	- 2,054.75	- 2,054.75
Total Other Activity	- 2,054.75	- 2,054.75
Net Change In Market And Cost	686,148.85	- 348,003.41
Ending Market And Cost	10,548,952.05	9,587,075.69

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PARS/CITY OF BREA 115P PEN
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Period from November 1, 2023 to November 30, 2023

CASH RECONCILIATION

Beginning Cash	.00
Investment Activity	
Interest	26,104.49
Dividends	1,414.68
Cash Equivalent Purchases	- 2,565,499.96
U S Government Issues Purchases	- 4,801,843.40
Corporate Issues Purchases	- 1,355,523.82
Foreign Issues Purchases	- 82,048.64
Cash Equivalent Sales	2,819,936.26
U S Government Issues Sales	3,514,956.84
Corporate Issues Sales	2,288,327.20
Foreign Issues Sales	172,098.00
Total Investment Activity	17,921.65
Plan Expenses	
Trust Fees	- 2,376.00
Total Plan Expenses	- 2,376.00
Other Activity	
Transfers To Checking Account	- 2,054.75
Total Other Activity	- 2,054.75
Net Change In Cash	13,490.90
Ending Cash	13,490.90

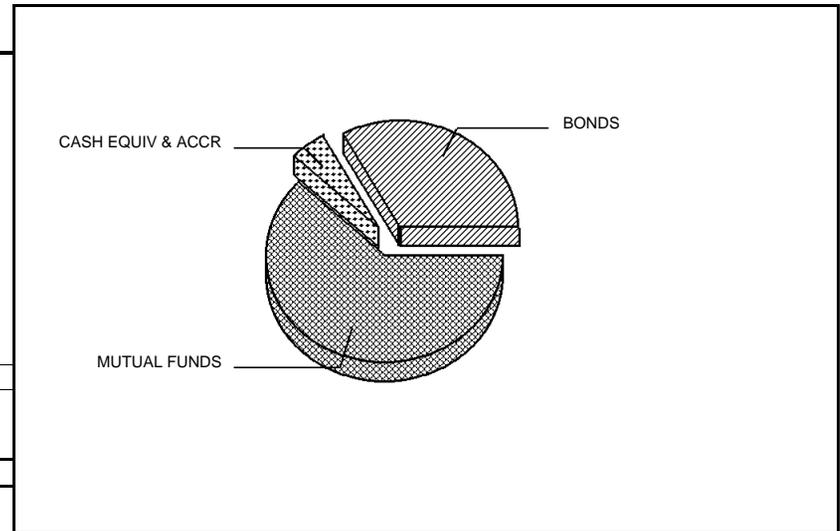
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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

ASSET SUMMARY

ASSETS	11/30/2023 MARKET	11/30/2023 BOOK VALUE	% OF MARKET
Cash And Equivalents	178,774.81	178,774.81	1.69
U.S. Government Issues	2,175,169.79	2,133,429.54	20.62
Corporate Issues	1,374,027.83	1,344,111.50	13.03
Foreign Issues	83,481.54	82,048.64	0.79
Mutual Funds-Equity	6,200,635.15	5,297,166.29	58.78
Mutual Funds-Fixed Income	511,261.92	525,943.90	4.85
Total Assets	10,523,351.04	9,561,474.68	99.76
Accrued Income	25,601.01	25,601.01	0.24
Grand Total	10,548,952.05	9,587,075.69	100.00



Estimated Annual Income 273,421.52

ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl X 31846V336 Asset Minor Code 1	165,283.910	165,283.91 1.0000	165,283.91	.00 .00	1,910.12	5.29
Total Money Markets	165,283.910	165,283.91	165,283.91	.00 .00	1,910.12	5.28
Cash						
Pending Cash		13,490.90	13,490.90			
Total Cash	.000	13,490.90	13,490.90	.00 .00	.00	0.00
Total Cash And Equivalents	165,283.910	178,774.81	178,774.81	.00 .00	1,910.12	4.89
US Government Issues						
F H L M C #Sd8237 4.000% 7/01/52 Standard & Poors Rating: N/A Moody's Rating: N/A 3132DWEJ8 Asset Minor Code 24	421,685.490	383,084.40 90.8460	374,838.86	8,245.54 8,245.54	1,405.62	4.40
F H L M C #Sd8288 5.000% 12/01/52 Standard & Poors Rating: N/A Moody's Rating: N/A 3132DWF57 Asset Minor Code 24	379,392.200	365,157.40 96.2480	358,644.19	6,513.21 6,513.21	1,580.80	5.19

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F N M A #Ma4838 3.500% 11/01/52 Standard & Poors Rating: N/A Moody's Rating: N/A 31418ELU2 Asset Minor Code 24	431,100.410	378,182.83 87.7250	369,399.17	8,783.66 8,783.66	1,257.38	3.99
F N M A #Ma4867 4.500% 12/01/52 Standard & Poors Rating: N/A Moody's Rating: N/A 31418EMR8 Asset Minor Code 24	288,922.940	270,622.56 93.6660	265,222.23	5,400.33 5,400.33	1,083.46	4.80
U S Treasury Bd 3.625% 5/15/53 Standard & Poors Rating: N/A Moody's Rating: Aaa 912810TR9 Asset Minor Code 21	100,000.000	85,359.00 85.3590	82,238.28	3,120.72 3,120.72	159.34	4.25
U S Treasury Bd 4.000% 8/15/53 Standard & Poors Rating: N/A Moody's Rating: Aaa 912810TT5 Asset Minor Code 21	25,000.000	23,379.00 93.5160	22,249.02	1,129.98 1,129.98	293.48	4.28
U S Treasury Bd 4.500% 8/15/43 Standard & Poors Rating: N/A Moody's Rating: Aaa 912810TU2 Asset Minor Code 21	280,000.000	267,618.40 95.5780	260,750.00	6,868.40 6,868.40	3,697.83	4.71
U S Treasury Nt 1.875% 2/15/32 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CDY4 Asset Minor Code 21	.000	.00 82.9650	.00	.00 5,382.47	.00	0.00
U S Treasury Nt 3.250% 6/30/29 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CEV9 Asset Minor Code 21	.000	.00 94.5080	.00	.00 3,288.66	.00	0.00

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PARS/CITY OF BREA 115P PEN
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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.125% 11/15/32 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CFV8 Asset Minor Code 21	.000	.00 98.1680	.00	.00 12,101.44	.00	0.00
U S Treasury Nt 3.375% 5/15/33 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CHC8 Asset Minor Code 21	.000	.00 92.4060	.00	.00 13,007.56	.00	0.00
U S Treasury Nt 4.000% 8/15/33 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CHT1 Asset Minor Code 21	45,000.000	43,277.40 96.1720	42,614.65	662.75 662.75	528.26	4.16
U S Treasury Nt 5.000% 10/31/25 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CJE2 Asset Minor Code 21	280,000.000	281,268.40 100.4530	280,895.32	373.08 373.08	1,192.31	4.98
U S Treasury Nt 4.875% 10/31/30 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CJG7 Asset Minor Code 21	16,000.000	16,480.00 103.0000	16,488.75	- 8.75 - 8.75	.00	4.73
U S Treasury Nt 4.750% 11/15/33 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CJJ1 Asset Minor Code 21	60,000.000	60,740.40 101.2340	60,089.07	651.33 651.33	125.27	4.69
U S Treasury Nt 1.500% 2/15/30 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828Z94 Asset Minor Code 21	.000	.00 84.5660	.00	.00 6,367.00	.00	0.00

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800

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Period from November 1, 2023 to November 30, 2023

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 3.125% 11/15/28 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128285M8 Asset Minor Code 21	.000	.00 94.5780	.00	.00 4,998.09	.00	0.00
Total US Government Issues	2,327,101.040	2,175,169.79	2,133,429.54	41,740.25 86,885.47	11,323.75	4.62
Corporate Issues						
At T Inc 5.400% 2/15/34 Standard & Poors Rating: BBB Moody's Rating: Baa2 00206RMT6 Asset Minor Code 28	24,000.000	23,722.32 98.8430	22,920.23	802.09 802.09	302.10	5.46
American Honda Mtn 5.125% 7/07/28 Standard & Poors Rating: A- Moody's Rating: A3 02665WEM9 Asset Minor Code 28	18,000.000	18,057.06 100.3170	17,759.88	297.18 297.18	369.00	5.11
Amgen Inc 2.450% 2/21/30 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 031162CU2 Asset Minor Code 28	.000	.00 85.9080	.00	.00 38,402.00	.00	0.00
Amgen Inc 5.650% 3/02/53 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 031162DT4 Asset Minor Code 28	13,000.000	12,819.69 98.6130	11,941.41	878.28 878.28	181.58	5.73
Bmw Veh Owner Tr 3.440% 12/26/28 Standard & Poors Rating: AAA Moody's Rating: Aaa 05602RAE1 Asset Minor Code 31	100,000.000	96,496.00 96.4960	95,808.59	687.41 687.41	57.33	3.56

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Bank Of America Mtn 3.194% 7/23/30 Standard & Poors Rating: A- Moody's Rating: A1 06051GHV4 Asset Minor Code 28	20,000.000	17,582.40 87.9120	22,159.40	- 4,577.00 22,360.00	227.13	3.63
Bank Ny Mellon Mtn 3.442% 2/07/28 Standard & Poors Rating: A Moody's Rating: A1 06406RAB3 Asset Minor Code 28	.000	.00 94.2470	.00	.00 30,260.00	.00	0.00
Bank Of Ny Mtn 0.500% 4/26/24 Standard & Poors Rating: A Moody's Rating: A1 06406RAS6 Asset Minor Code 28	35,000.000	34,294.75 97.9850	34,203.05	91.70 91.70	17.01	0.51
Berkshire Hathaway 3.850% 3/15/52 Standard & Poors Rating: AA Moody's Rating: Aa2 084664DB4 Asset Minor Code 28	24,000.000	18,761.52 78.1730	17,598.96	1,162.56 1,162.56	195.07	4.92
Black Hills Corp 1.037% 8/23/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa2 092113AU3 Asset Minor Code 28	35,000.000	33,791.10 96.5460	33,628.35	162.75 162.75	98.80	1.07
Cigna Corp 4.375% 10/15/28 Standard & Poors Rating: A- Moody's Rating: Baa1 125523AH3 Asset Minor Code 28	.000	.00 96.4650	.00	.00 37,558.00	.00	0.00
Cvs Caremark 6.125% 9/15/39 Standard & Poors Rating: BBB Moody's Rating: Baa2 126650BR0 Asset Minor Code 28	5,000.000	5,043.15 100.8630	5,017.55	25.60 25.60	64.65	6.07

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cvs Health Corp 4.875% 7/20/35 Standard & Poors Rating: BBB Moody's Rating: Baa2 126650CM0 Asset Minor Code 28	.000	.00 93.3140	.00	.00 12,366.50	.00	0.00
Cvs Health Corp 5.050% 3/25/48 Standard & Poors Rating: BBB Moody's Rating: Baa2 126650CZ1 Asset Minor Code 28	17,000.000	14,902.71 87.6630	13,872.00	1,030.71 1,030.71	157.39	5.76
Capital One 3.800% 1/31/28 Standard & Poors Rating: BBB Moody's Rating: Baa1 14040HBW4 Asset Minor Code 28	.000	.00 92.0220	.00	.00 52,460.00	.00	0.00
Capital One Finl 5.817% 2/01/34 Standard & Poors Rating: BBB Moody's Rating: Baa1 14040HCY9 Asset Minor Code 28	16,000.000	15,006.24 93.7890	14,411.52	594.72 594.72	77.56	6.20
Citigroup Inc Sub 6.174% 5/25/34 Standard & Poors Rating: BBB Moody's Rating: Baa2 17327CAR4 Asset Minor Code 28	20,000.000	19,846.40 99.2320	19,087.20	759.20 759.20	20.58	6.22
Commonwealth Edison 5.875% 2/01/33 Standard & Poors Rating: A Moody's Rating: A1 202795HG8 Asset Minor Code 28	20,000.000	20,310.60 101.5530	20,078.40	232.20 232.20	391.67	5.79
Consolidated Edison 5.700% 12/01/36 Standard & Poors Rating: A- Moody's Rating: A3 209111EQ2 Asset Minor Code 28	11,000.000	10,842.26 98.5660	10,346.93	495.33 495.33	313.50	5.78

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Delta Air Lines 5.000% 12/10/29 Standard & Poors Rating: BBB+ Moody's Rating: A3 247361ZW1 Asset Minor Code 31	34,259.390	29,824.51 87.0550	29,634.38	190.13 190.13	385.42	5.74
Discovery 5.200% 9/20/47 Standard & Poors Rating: BBB- Moody's Rating: Baa3 25470DAT6 Asset Minor Code 28	19,000.000	15,360.93 80.8470	14,254.56	1,106.37 1,106.37	194.86	6.43
Electronic Arts Inc 2.950% 2/15/51 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 285512AF6 Asset Minor Code 28	29,000.000	18,810.85 64.8650	17,405.51	1,405.34 1,405.34	251.90	4.55
Energy Transfer L P 6.550% 12/01/33 Standard & Poors Rating: BBB Moody's Rating: Baa3 29273VAU4 Asset Minor Code 28	19,000.000	19,875.90 104.6100	19,229.52	646.38 646.38	165.93	6.26
Entergy LLC 5.000% 9/01/33 Standard & Poors Rating: A Moody's Rating: A2 29366WAD8 Asset Minor Code 28	21,000.000	20,254.71 96.4510	19,642.35	612.36 612.36	262.50	5.18
Essential Utils Inc 3.351% 4/15/50 Standard & Poors Rating: A- Moody's Rating: Baa2 29670GAE2 Asset Minor Code 28	29,000.000	18,963.10 65.3900	17,855.88	1,107.22 1,107.22	124.17	5.12
Extra Space Storage 5.700% 4/01/28 Standard & Poors Rating: BBB+ Moody's Rating: Baa2 30225VAJ6 Asset Minor Code 28	18,000.000	18,032.22 100.1790	17,742.42	289.80 289.80	171.00	5.69

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Exxon Mobil Corp 2.709% 3/06/25 Standard & Poors Rating: AA- Moody's Rating: Aa2 30231GAF9 Asset Minor Code 28	.000	.00 97.0780	.00	.00 6,399.00	.00	0.00
Fedex 2020 1 Class 1.875% 2/20/34 Standard & Poors Rating: AA- Moody's Rating: Aa3 314353AA1 Asset Minor Code 31	26,866.630	21,806.84 81.1670	21,195.35	611.49 611.49	141.33	2.31
Fifth Third Bancorp 2.550% 5/05/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 316773DA5 Asset Minor Code 28	.000	.00 90.2350	.00	.00 15,577.50	.00	0.00
Ford Cr Auto Owner 5.980% 6/15/28 Standard & Poors Rating: N/A Moody's Rating: Aaa 345295AF6 Asset Minor Code 31	45,000.000	45,292.95 100.6510	45,149.41	143.54 143.54	119.60	5.94
Ford Cr Aut Own Tr 0.490% 9/15/26 Standard & Poors Rating: AAA Moody's Rating: Aaa 34532NAD7 Asset Minor Code 31	75,000.000	71,235.00 94.9800	70,822.27	412.73 412.73	16.33	0.52
Gm Fin Atmbl Lease 5.160% 1/20/27 Standard & Poors Rating: AAA Moody's Rating: N/A 362541AE4 Asset Minor Code 31	30,000.000	29,762.10 99.2070	29,630.86	131.24 131.24	47.30	5.20
Goldman Sachs Group 3.691% 6/05/28 Standard & Poors Rating: BBB+ Moody's Rating: A2 38141GWL4 Asset Minor Code 28	.000	.00 93.8950	.00	.00 33,330.00	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Goldman Sachs 1.948% 10/21/27 Standard & Poors Rating: BBB+ Moody's Rating: A2 38141GYM0 Asset Minor Code 28	22,000.000	19,755.78 89.7990	19,460.54	295.24 295.24	47.62	2.17
Hormel Foods Corp 0.650% 6/03/24 Standard & Poors Rating: A- Moody's Rating: A1 440452AG5 Asset Minor Code 28	35,000.000	34,147.40 97.5640	34,012.65	134.75 134.75	112.49	0.67
Huntington 2.625% 8/06/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 446150AQ7 Asset Minor Code 28	.000	.00 97.4420	.00	.00 2,109.00	.00	0.00
Idaho Pwr Co 5.800% 4/01/54 Standard & Poors Rating: A- Moody's Rating: A2 45138LBJ1 Asset Minor Code 28	19,000.000	18,878.97 99.3630	17,849.55	1,029.42 1,029.42	244.89	5.84
Intel Corp 5.625% 2/10/43 Standard & Poors Rating: A Moody's Rating: A2 458140CH1 Asset Minor Code 28	.000	.00 101.8120	.00	.00 14,991.00	.00	0.00
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A- Moody's Rating: A3 45866FAD6 Asset Minor Code 28	.000	.00 97.4590	.00	.00 8,196.00	.00	0.00
Intuit Sr Nt 5.500% 9/15/53 Standard & Poors Rating: A- Moody's Rating: A3 46124HAH9 Asset Minor Code 28	19,000.000	19,495.90 102.6100	18,034.23	1,461.67 1,461.67	220.61	5.36

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	.000	.00 95.4830	.00	.00 8,794.00	.00	0.00
Marsh McLennan Cos 5.700% 9/15/53 Standard & Poors Rating: A- Moody's Rating: A3 571748BV3 Asset Minor Code 28	18,000.000	18,325.98 101.8110	17,295.66	1,030.32 1,030.32	228.00	5.60
Mattel Inc 5.450% 11/01/41 Standard & Poors Rating: BBB- Moody's Rating: Baa3 577081AW2 Asset Minor Code 28	16,000.000	13,665.60 85.4100	12,916.16	749.44 749.44	72.67	6.38
Motorola Solutions 2.750% 5/24/31 Standard & Poors Rating: BBB- Moody's Rating: Baa2 620076BU2 Asset Minor Code 28	22,000.000	18,108.42 82.3110	17,486.48	621.94 621.94	11.76	3.34
Nevada Power Co 6.000% 3/15/54 Standard & Poors Rating: A Moody's Rating: A2 641423CG1 Asset Minor Code 28	19,000.000	19,288.04 101.5160	18,213.59	1,074.45 1,074.45	240.67	5.91
Nextera Energy Cap 6.051% 3/01/25 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 65339KBP4 Asset Minor Code 28	18,000.000	18,063.97 100.3554	18,018.18	45.79 45.79	272.30	6.03
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	.000	.00 93.7830	.00	.00 6,835.00	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Northern Tr Corp 6.125% 11/02/32 Standard & Poors Rating: A Moody's Rating: A2 665859AX2 Asset Minor Code 28	20,000.000	20,611.00 103.0550	19,867.80	743.20 743.20	98.68	5.94
Ovintiv Inc 6.250% 7/15/33 Standard & Poors Rating: BBB- Moody's Rating: Baa3 69047QAC6 Asset Minor Code 28	18,000.000	17,943.84 99.6880	17,490.42	453.42 453.42	565.63	6.27
Pnc Financial 3.500% 1/23/24 Standard & Poors Rating: A- Moody's Rating: A3 693475AV7 Asset Minor Code 28	.000	.00 99.6430	.00	.00 5,994.00	.00	0.00
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	.000	.00 96.8710	.00	.00 1,809.75	.00	0.00
Philip Morris Intl 5.375% 2/15/33 Standard & Poors Rating: A- Moody's Rating: A2 718172DB2 Asset Minor Code 28	15,000.000	14,771.40 98.4760	14,239.20	532.20 532.20	237.40	5.46
Plains All Amer Pipe 4.300% 1/31/43 Standard & Poors Rating: BBB Moody's Rating: Baa3 72650RBC5 Asset Minor Code 28	28,000.000	21,157.08 75.5610	19,544.00	1,613.08 1,613.08	404.68	5.69
Public Service Co 5.250% 4/01/53 Standard & Poors Rating: A Moody's Rating: A1 744448CY5 Asset Minor Code 28	20,000.000	18,441.40 92.2070	17,455.40	986.00 986.00	175.00	5.69



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Public Storage 5.350% 8/01/53 Standard & Poors Rating: A Moody's Rating: A2 74460WAH0 Asset Minor Code 28	20,000.000	19,234.20 96.1710	17,968.40	1,265.80 1,265.80	371.53	5.56
Quest Diagnostics 6.400% 11/30/33 Standard & Poors Rating: BBB+ Moody's Rating: Baa2 74834LBD1 Asset Minor Code 28	17,000.000	17,997.56 105.8680	17,315.18	682.38 682.38	90.67	6.05
Realty Income Corp 4.850% 3/15/30 Standard & Poors Rating: A- Moody's Rating: A3 756109BR4 Asset Minor Code 28	.000	.00 96.8790	.00	.00 .00	194.54	0.00
Ssm Health Care Corp 4.894% 6/01/28 Standard & Poors Rating: A+ Moody's Rating: N/A 784710AC9 Asset Minor Code 28	18,000.000	17,842.50 99.1250	17,646.48	196.02 196.02	440.46	4.94
Salesforce Com Inc 0.625% 7/15/24 Standard & Poors Rating: A+ Moody's Rating: A2 79466LAG9 Asset Minor Code 28	35,000.000	33,973.80 97.0680	33,838.00	135.80 135.80	82.64	0.64
Schwab Charles Corp 6.196% 11/17/29 Standard & Poors Rating: A- Moody's Rating: A2 808513CJ2 Asset Minor Code 28	15,000.000	15,225.45 101.5030	15,000.00	225.45 225.45	36.14	6.10
Sempra Energy 3.400% 2/01/28 Standard & Poors Rating: BBB Moody's Rating: Baa2 816851BG3 Asset Minor Code 28	.000	.00 92.6930	.00	.00 5,235.75	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Simon Ppty Group L P 6.250% 1/15/34 Standard & Poors Rating: A- Moody's Rating: A3 828807DW4 Asset Minor Code 28	10,000.000	10,332.10 103.3210	9,901.40	430.70 430.70	38.19	6.05
Southern Calif 5.875% 12/01/53 Standard & Poors Rating: A- Moody's Rating: A2 842400HX4 Asset Minor Code 28	19,000.000	18,838.88 99.1520	17,553.91	1,284.97 1,284.97	586.03	5.93
Southern Ca Gas Co 6.350% 11/15/52 Standard & Poors Rating: A+ Moody's Rating: Aa3 842434CX8 Asset Minor Code 28	18,000.000	19,248.48 106.9360	18,101.52	1,146.96 1,146.96	50.80	5.94
Sprint Capital Corp 8.750% 3/15/32 Standard & Poors Rating: BBB- Moody's Rating: Baa2 852060AT9 Asset Minor Code 28	15,000.000	17,926.50 119.5100	17,275.05	651.45 651.45	277.08	7.32
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	.000	.00 96.4450	.00	.00 4,651.00	.00	0.00
Suncor Energy Inc 5.950% 12/01/34 Standard & Poors Rating: BBB Moody's Rating: Baa1 867229AD8 Asset Minor Code 28	18,000.000	17,918.64 99.5480	17,308.80	609.84 609.84	535.50	5.98
Sysco Corp 5.750% 1/17/29 Standard & Poors Rating: BBB Moody's Rating: Baa1 871829BS5 Asset Minor Code 28	15,000.000	15,287.70 101.9180	14,970.00	317.70 317.70	33.54	5.64



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Time Warner Cabl 7.300% 7/01/38 Standard & Poors Rating: BBB- Moody's Rating: Ba1 88732JAN8 Asset Minor Code 28	17,000.000	17,004.59 100.0270	16,402.11	602.48 602.48	517.08	7.30
Toyota Auto Rec 1.020% 3/15/27 Standard & Poors Rating: AAA Moody's Rating: N/A 89238JAD7 Asset Minor Code 31	50,000.000	46,194.00 92.3880	45,835.94	358.06 358.06	22.67	1.10
United Airlines 4.300% 2/15/27 Standard & Poors Rating: A- Moody's Rating: N/A 909319AA3 Asset Minor Code 31	30,428.840	29,272.85 96.2010	28,936.00	336.85 336.85	385.26	4.47
Verizon Comm Inc 4.400% 11/01/34 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VCQ5 Asset Minor Code 28	.000	.00 91.9020	.00	.00 .00	66.00	0.00
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: BBB+ Moody's Rating: A1 94974BGA2 Asset Minor Code 28	.000	.00 98.3900	.00	.00 6,248.00	.00	0.00
Wells Fargo Co Mtn 2.393% 6/02/28 Standard & Poors Rating: BBB+ Moody's Rating: A1 95000U2S1 Asset Minor Code 28	22,000.000	19,770.52 89.8660	19,447.12	323.40 323.40	261.77	2.66
Westar Energy Inc 3.100% 4/01/27 Standard & Poors Rating: A Moody's Rating: A2 95709TAP5 Asset Minor Code 28	19,000.000	17,808.89 93.7310	17,681.21	127.68 127.68	98.17	3.31

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Weyerhaeuser Co 7.375% 3/15/32 Standard & Poors Rating: BBB Moody's Rating: Baa2 962166BR4 Asset Minor Code 28	16,000.000	17,726.08 110.7880	17,236.48	489.60 489.60	249.11	6.66
World Omni Aut Lea 5.570% 7/17/28 Standard & Poors Rating: N/A Moody's Rating: Aaa 981944AE1 Asset Minor Code 31	100,000.000	99,075.00 99.0750	98,414.06	660.94 660.94	247.56	5.62
Total Corporate Issues	1,447,554.860	1,374,027.83	1,344,111.50	29,916.33 348,069.83	11,870.85	4.42
Foreign Issues						
Bank Nova Scotia 0.700% 4/15/24 Standard & Poors Rating: A- Moody's Rating: A2 0641593X2 Asset Minor Code 35	35,000.000	34,367.20 98.1920	34,229.30	137.90 137.90	31.31	0.71
Enbridge Inc 3.125% 11/15/29 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 29250NAZ8 Asset Minor Code 35	.000	.00 88.7980	.00	.00 24,849.00	.00	0.00
Mizuho Financial 2.555% 9/13/25 Standard & Poors Rating: A- Moody's Rating: A1 60687YAZ2 Asset Minor Code 35	18,000.000	17,527.14 97.3730	17,473.14	54.00 54.00	99.65	2.62
Pfizer Investment 5.300% 5/19/53 Standard & Poors Rating: A+ Moody's Rating: A1 716973AG7 Asset Minor Code 35	14,000.000	13,650.56 97.5040	12,766.32	884.24 884.24	24.73	5.44

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Royal Bk Cda Mtn 5.200% 8/01/28 Standard & Poors Rating: A Moody's Rating: A1 78016HZS2 Asset Minor Code 35	18,000.000	17,936.64 99.6480	17,579.88	356.76 356.76	340.60	5.22
Shell International 2.375% 11/07/29 Standard & Poors Rating: A+ Moody's Rating: Aa2 822582CD2 Asset Minor Code 35	.000	.00 87.3530	.00	.00 22,734.00	.00	0.00
Total Foreign Issues	85,000.000	83,481.54	82,048.64	1,432.90 49,015.90	496.29	2.85

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	19,180.586	611,860.69 31.9000	488,938.98	122,921.71 54,089.25	.00	0.55
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	17,830.132	451,458.94 25.3200	408,635.57	42,823.37 35,303.66	.00	2.74
Dodge Cox International Stock Fd I 256206103 Asset Minor Code 98	3,033.083	145,769.97 48.0600	121,179.35	24,590.62 10,191.16	.00	2.00
Dodge Cox Stock Fund I 256219106 Asset Minor Code 98	2,298.386	539,592.08 234.7700	419,320.53	120,271.55 37,578.61	.00	1.41
Emerald Growth Institutional 317609253 Asset Minor Code 98	18,085.174	413,969.63 22.8900	414,302.53	- 332.90 42,861.86	.00	0.00

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Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	3,930.331	363,162.58 92.4000	299,502.35	63,660.23 40,325.19	.00	0.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	27,487.537	423,308.07 15.4000	422,287.09	1,020.98 28,861.91	.00	1.95
Ishares S P 500 Growth Etf 464287309 Asset Minor Code 94	4,779.000	346,859.82 72.5800	285,290.53	61,569.29 27,765.99	.00	0.96
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,505.000	249,077.50 165.5000	197,993.68	51,083.82 21,762.30	.00	1.77
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	9,564.000	693,485.64 72.5100	568,788.27	124,697.37 64,270.08	.00	1.52
Mfs International Growth R6 552746356 Asset Minor Code 98	3,825.941	150,895.11 39.4400	126,177.85	24,717.26 11,018.71	.00	1.14
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,270.505	415,263.09 78.7900	354,621.89	60,641.20 37,209.77	.00	1.18
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	12,856.092	1,202,558.85 93.5400	993,335.95	209,222.90 98,220.55	.00	1.45
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,366.000	193,373.18 81.7300	196,791.72	- 3,418.54 20,844.46	.00	4.39
Total Mutual Funds-Equity	132,011.767	6,200,635.15	5,297,166.29	903,468.86 530,303.50	.00	1.37

Mutual Funds-Fixed Income

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Ishares Mbs Etf 464288588 Asset Minor Code 95	2,812.000	255,470.20 90.8500	262,549.86	- 7,079.66 11,894.76	.00	3.48
Ishares US Treasury Bond Etf 46429B267 Asset Minor Code 95	11,404.000	255,791.72 22.4300	263,394.04	- 7,602.32 7,982.80	.00	2.67
Total Mutual Funds-Fixed Income	14,216.000	511,261.92	525,943.90	- 14,681.98 19,877.56	.00	3.07
Total Mutual Funds	146,227.767	6,711,897.07	5,823,110.19	888,786.88 550,181.06	.00	1.50
Total Assets	4,171,167.577	10,523,351.04	9,561,474.68	961,876.36 1,034,152.26	25,601.01	2.59
Accrued Income	.000	25,601.01	25,601.01			
Grand Total	4,171,167.577	10,548,952.05	9,587,075.69			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

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ASSET DETAIL MESSAGES (continued)

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
165,283.910	First Am Govt Ob Fd Cl X 31846V336		12/01/23	0.05	1,937.12	1,910.12	1,937.12	1,910.12
Total Cash And Equivalents					1,937.12	1,910.12	1,937.12	1,910.12
US Government Issues								
421,685.490	F H L M C #Sd8237 3132DWEJ8	4.000%	7/01/52		.00	843.37	- 562.25	1,405.62
379,392.200	F H L M C #Sd8288 3132DWF57	5.000%	12/01/52		.00	948.48	- 632.32	1,580.80
431,100.410	F N M A #Ma4838 31418ELU2	3.500%	11/01/52		.00	754.43	- 502.95	1,257.38
288,922.940	F N M A #Ma4867 31418EMR8	4.500%	12/01/52		.00	650.08	- 433.38	1,083.46
100,000.000	U S Treasury Bd 912810TR9	3.625%	5/15/53		.00	272.62	113.28	159.34
25,000.000	U S Treasury Bd 912810TT5	4.000%	8/15/53		.00	55.28	- 238.20	293.48
280,000.000	U S Treasury Bd 912810TU2	4.500%	8/15/43		.00	968.20	- 2,729.63	3,697.83
.000	U S Treasury Nt 91282CDY4	1.875%	2/15/32		397.42	25.47	422.89	.00
.000	U S Treasury Nt 91282CEV9	3.250%	6/30/29		1,095.11	44.16	1,139.27	.00
.000	U S Treasury Nt 91282CFV8	4.125%	11/15/32		3,811.14	112.09	3,923.23	.00
.000	U S Treasury Nt 91282CHC8	3.375%	5/15/33		3,365.75	- 119.15	3,246.60	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
45,000.000	U S Treasury Nt 91282CHT1	4.000%	8/15/33		.00	339.24	- 189.02	528.26
280,000.000	U S Treasury Nt 91282CJE2	5.000%	10/31/25		.00	1,329.68	137.37	1,192.31
.000	U S Treasury Nt 91282CJF9	4.875%	10/31/28		.00	99.11	99.11	.00
60,000.000	U S Treasury Nt 91282CJJ1	4.750%	11/15/33		.00	98.07	- 27.20	125.27
.000	U S Treasury Nt 912828Z94	1.500%	2/15/30		635.87	40.76	676.63	.00
.000	U S Treasury Nt 9128285M8	3.125%	11/15/28		2,165.42	63.69	2,229.11	.00
Total US Government Issues					11,470.71	6,525.58	6,672.54	11,323.75
Corporate Issues								
24,000.000	At T Inc 00206RMT6	5.400%	2/15/34		.00	65.55	- 236.55	302.10
18,000.000	American Honda Mtn 02665WEM9	5.125%	7/07/28		.00	58.94	- 310.06	369.00
.000	Amgen Inc 031162CU2	2.450%	2/21/30		952.78	81.66	1,034.44	.00
13,000.000	Amgen Inc 031162DT4	5.650%	3/02/53		.00	46.92	- 134.66	181.58
100,000.000	Bmw Veh Owner Tr 05602RAE1	3.440%	12/26/28		.00	210.22	152.89	57.33
20,000.000	Bank Of America Mtn 06051GHV4	3.194%	7/23/30		869.48	95.82	738.17	227.13
.000	Bank Ny Mellon Mtn 06406RAB3	3.442%	2/07/28		1,606.27	114.73	1,721.00	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
35,000.000	Bank Of Ny Mtn 06406RAS6	0.500%	4/26/24		.00	11.18	- 5.83	17.01
24,000.000	Berkshire Hathaway 084664DB4	3.850%	3/15/52		.00	59.04	- 136.03	195.07
35,000.000	Black Hills Corp 092113AU3	1.037%	8/23/24		.00	23.19	- 75.61	98.80
.000	Cigna Corp 125523AH3	4.375%	10/15/28		388.89	145.83	534.72	.00
5,000.000	Cvs Caremark 126650BR0	6.125%	9/15/39		.00	.85	- 63.80	64.65
.000	Cvs Health Corp 126650CM0	4.875%	7/20/35		1,367.71	81.25	1,448.96	.00
17,000.000	Cvs Health Corp 126650CZ1	5.050%	3/25/48		.00	54.85	- 102.54	157.39
.000	Capital One 14040HBW4	3.800%	1/31/28		1,921.11	126.67	2,047.78	.00
16,000.000	Capital One Finl 14040HCY9	5.817%	2/01/34		.00	- 173.22	- 250.78	77.56
20,000.000	Citigroup Inc Sub 17327CAR4	6.174%	5/25/34		.00	78.89	58.31	20.58
20,000.000	Commonwealth Edison 202795HG8	5.875%	2/01/33		.00	75.07	- 316.60	391.67
11,000.000	Consolidated Edison 209111EQ2	5.700%	12/01/36		.00	40.06	- 273.44	313.50
34,259.390	Delta Air Lines 247361ZW1	5.000%	12/10/29		.00	19.03	- 366.39	385.42
19,000.000	Discovery 25470DAT6	5.200%	9/20/47		.00	63.13	- 131.73	194.86

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
29,000.000	Electronic Arts Inc 2.950% 2/15/51 285512AF6				.00	54.66	- 197.24	251.90
19,000.000	Energy Transfer L P 6.550% 12/01/33 29273VAU4				.00	79.51	- 86.42	165.93
21,000.000	Entergy LLC 5.000% 9/01/33 29366WAD8				.00	67.08	- 195.42	262.50
29,000.000	Essential Utils Inc 3.351% 4/15/50 29670GAE2				.00	62.08	- 62.09	124.17
18,000.000	Extra Space Storage 5.700% 4/01/28 30225VAJ6				.00	65.55	- 105.45	171.00
.000	Exxon Mobil Corp 2.709% 3/06/25 30231GAF9				413.88	45.15	459.03	.00
26,866.630	Fedex 2020 1 Class 1.875% 2/20/34 314353AA1				.00	32.18	- 109.15	141.33
.000	Fifth Third Bancorp 2.550% 5/05/27 316773DA5				1,870.00	63.75	1,933.75	.00
45,000.000	Ford Cr Auto Owner 5.980% 6/15/28 345295AF6				.00	14.95	- 104.65	119.60
75,000.000	Ford Cr Aut Own Tr 0.490% 9/15/26 34532NAD7				.00	22.45	6.12	16.33
30,000.000	Gm Fin Atmbl Lease 5.160% 1/20/27 362541AE4				.00	68.80	21.50	47.30
.000	Goldman Sachs Group 3.691% 6/05/28 38141GWL4				2,993.81	123.03	3,116.84	.00
22,000.000	Goldman Sachs 1.948% 10/21/27 38141GYM0				.00	27.38	- 20.24	47.62
35,000.000	Hormel Foods Corp 0.650% 6/03/24 440452AG5				.00	14.54	- 97.95	112.49

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Huntington 446150AQ7	2.625%	8/06/24		309.90	21.87	331.77	.00
19,000.000	Idaho Pwr Co 45138LBJ1	5.800%	4/01/54		.00	70.41	- 174.48	244.89
.000	Intel Corp 458140CH1	5.625%	2/10/43		1,898.44	140.62	2,039.06	.00
.000	Intercontinental 45866FAD6	3.750%	12/01/25		1,562.50	62.50	1,625.00	.00
19,000.000	Intuit Sr Nt 46124HAH9	5.500%	9/15/53		.00	66.76	- 153.85	220.61
.000	Kimberly Clark Corp 494368BU6	2.750%	2/15/26		580.56	45.83	626.39	.00
18,000.000	Marsh McLennan Cos 571748BV3	5.700%	9/15/53		.00	65.55	- 162.45	228.00
16,000.000	Mattel Inc 577081AW2	5.450%	11/01/41		.00	55.71	- 16.96	72.67
22,000.000	Motorola Solutions 620076BU2	2.750%	5/24/31		.00	38.65	26.89	11.76
19,000.000	Nevada Power Co 641423CG1	6.000%	3/15/54		.00	66.50	- 174.17	240.67
18,000.000	Nextera Energy Cap 65339KBP4	6.051%	3/01/25		.00	69.59	- 202.71	272.30
.000	Nike Inc 654106AF0	2.375%	11/01/26		1,781.25	59.38	1,840.63	.00
20,000.000	Northern Tr Corp 665859AX2	6.125%	11/02/32		.00	78.26	- 20.42	98.68
18,000.000	Ovintiv Inc 69047QAC6	6.250%	7/15/33		.00	71.88	- 493.75	565.63

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Pnc Financial 693475AV7	3.500%	1/23/24		952.78	58.33	1,011.11	.00
.000	Pepsico Inc 713448CT3	2.750%	4/30/25		5.73	34.37	40.10	.00
15,000.000	Philip Morris Intl 718172DB2	5.375%	2/15/33		.00	51.51	- 185.89	237.40
28,000.000	Plains All Amer Pipe 72650RBC5	4.300%	1/31/43		.00	76.92	- 327.76	404.68
20,000.000	Public Service Co 744448CY5	5.250%	4/01/53		.00	67.08	- 107.92	175.00
20,000.000	Public Storage 74460WAH0	5.350%	8/01/53		.00	68.36	- 303.17	371.53
17,000.000	Quest Diagnostics 74834LBD1	6.400%	11/30/33		.00	69.51	- 21.16	90.67
.000	Realty Income Corp 756109BR4	4.850%	3/15/30		.00	58.87	- 135.67	194.54
18,000.000	Ssm Health Care Corp 784710AC9	4.894%	6/01/28		.00	56.28	- 384.18	440.46
35,000.000	Salesforce Com Inc 79466LAG9	0.625%	7/15/24		.00	13.98	- 68.66	82.64
15,000.000	Schwab Charles Corp 808513CJ2	6.196%	11/17/29		.00	36.14	.00	36.14
.000	Sempra Energy 816851BG3	3.400%	2/01/28		637.50	42.50	680.00	.00
10,000.000	Simon Pty Group L P 828807DW4	6.250%	1/15/34		.00	38.19	.00	38.19
19,000.000	Southern Calif 842400HX4	5.875%	12/01/53		.00	71.31	- 514.72	586.03

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
18,000.000	Southern Ca Gas Co 842434CX8	6.350%	11/15/52		.00	73.02	22.22	50.80
15,000.000	Sprint Capital Corp 852060AT9	8.750%	3/15/32		.00	83.85	- 193.23	277.08
.000	Stryker Corp 863667AH4	3.375%	11/01/25		1,687.50	56.25	1,743.75	.00
18,000.000	Suncor Energy Inc 867229AD8	5.950%	12/01/34		.00	68.42	- 467.08	535.50
15,000.000	Sysco Corp 871829BS5	5.750%	1/17/29		.00	33.54	.00	33.54
17,000.000	Time Warner Cabl 88732JAN8	7.300%	7/01/38		.00	79.28	- 437.80	517.08
50,000.000	Toyota Auto Rec 89238JAD7	1.020%	3/15/27		.00	31.17	8.50	22.67
30,428.840	United Airlines 909319AA3	4.300%	2/15/27		.00	65.42	- 319.84	385.26
.000	Verizon Comm Inc 92343VCQ5	4.400%	11/01/34		.00	50.60	- 15.40	66.00
.000	Wells Fargo Mtn 94974BGA2	3.300%	9/09/24		476.67	55.00	531.67	.00
22,000.000	Wells Fargo Co Mtn 95000U2S1	2.393%	6/02/28		.00	33.64	- 228.13	261.77
19,000.000	Westar Energy Inc 95709TAP5	3.100%	4/01/27		.00	37.63	- 60.54	98.17
16,000.000	Weyerhaeuser Co 962166BR4	7.375%	3/15/32		.00	75.39	- 173.72	249.11
100,000.000	World Omni Aut Lea 981944AE1	5.570%	7/17/28		.00	331.56	84.00	247.56

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL	
Total Corporate Issues					22,276.76	4,752.40	15,158.31	11,870.85	
Foreign Issues									
35,000.000	Bank Nova Scotia 0641593X2	0.700%	4/15/24		.00	15.66	- 15.65	31.31	
.000	Enbridge Inc 29250NAZ8	3.125%	11/15/29		1,440.97	52.09	1,493.06	.00	
18,000.000	Mizuho Financial 60687YAZ2	2.555%	9/13/25		.00	29.39	- 70.26	99.65	
14,000.000	Pfizer Investment 716973AG7	5.300%	5/19/53		.00	47.40	22.67	24.73	
18,000.000	Royal Bk Cda Mtn 78016HZS2	5.200%	8/01/28		.00	59.80	- 280.80	340.60	
.000	Shell International 822582CD2	2.375%	11/07/29		1,147.92	39.58	1,187.50	.00	
Total Foreign Issues					2,588.89	243.92	2,336.52	496.29	
Mutual Funds-Fixed Income									
2,812.000	Ishares Mbs Etf 464288588		11/01/23	11/07/23	3.16	.00	769.18	769.18	.00
11,404.000	Ishares US Treasury Bond Etf 46429B267		11/01/23	11/07/23	0.60	.00	645.50	645.50	.00
Total Mutual Funds-Fixed Income					.00	1,414.68	1,414.68	.00	
Grand Total					38,273.48	14,846.70	27,519.17	25,601.01	

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
American Honda Mtn 5.125% 7/07/28 02665Wem9		
11/08/2023	Paid Accrued Interest On Purchase Of American Honda Mtn 5.125% 7/07/28 Income Debit 310.06- USD	- 310.06
Amgen Inc 2.450% 2/21/30 031162Cu2		
11/07/2023	Received Accrued Interest On Sale Of Amgen Inc 2.450% 2/21/30 Income Credit 1,034.44 USD	1,034.44
Amgen Inc 5.650% 3/02/53 031162Dt4		
11/08/2023	Paid Accrued Interest On Purchase Of Amgen Inc 5.650% 3/02/53 Income Debit 134.66- USD	- 134.66
At T Inc 5.400% 2/15/34 00206Rmt6		
11/08/2023	Paid Accrued Interest On Purchase Of At T Inc 5.400% 2/15/34 Income Debit 236.55- USD	- 236.55
Bank Nova Scotia 0.700% 4/15/24 0641593X2		
11/08/2023	Paid Accrued Interest On Purchase Of Bank Nova Scotia 0.700% 4/15/24 Income Debit 15.65- USD	- 15.65
Bank Ny Mellon Mtn 3.442% 2/07/28 06406Rab3		
11/07/2023	Received Accrued Interest On Sale Of Bank Ny Mellon Mtn 3.442% 2/07/28 Income Credit 1,721.00 USD	1,721.00

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Bank Of America Mtn 3.194% 7/23/30 06051Ghv4		
11/07/2023	Received Accrued Interest On Sale Of Bank Of America Mtn 3.194% 7/23/30 Income Credit 738.17 USD	738.17
Bank Of Ny Mtn 0.500% 4/26/24 06406Ras6		
11/08/2023	Paid Accrued Interest On Purchase Of Bank Of Ny Mtn 0.500% 4/26/24 Income Debit 5.83- USD	- 5.83
Berkshire Hathaway 3.850% 3/15/52 084664Db4		
11/08/2023	Paid Accrued Interest On Purchase Of Berkshire Hathaway 3.850% 3/15/52 Income Debit 136.03- USD	- 136.03
Black Hills Corp 1.037% 8/23/24 092113AU3		
11/08/2023	Paid Accrued Interest On Purchase Of Black Hills Corp 1.037% 8/23/24 Income Debit 75.61- USD	- 75.61
Bmw Veh Owner Tr 3.440% 12/26/28 05602Rae1		
11/09/2023	Paid Accrued Interest On Purchase Of Bmw Veh Owner Tr 3.440% 12/26/28 Income Debit 133.78- USD	- 133.78
11/27/2023	Bmw Veh Owner Tr 3.440% 12/26/28 0.002867 USD/\$1 Pv On 100,000 Par Value Due 11/25/23	286.67
Total Bmw Veh Owner Tr 3.440% 12/26/28		152.89
Capital One 3.800% 1/31/28 14040Hbw4		



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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2023	Received Accrued Interest On Sale Of Capital One 3.800% 1/31/28 Income Credit 2,047.78 USD	2,047.78
Capital One Finl 5.817% 2/01/34 14040Hcy9		
11/08/2023	Paid Accrued Interest On Purchase Of Capital One Finl 5.817% 2/01/34 Income Debit 250.78- USD	- 250.78
Cigna Corp 4.375% 10/15/28 125523Ah3		
11/07/2023	Received Accrued Interest On Sale Of Cigna Corp 4.375% 10/15/28 Income Credit 534.72 USD	534.72
Citigroup Inc Sub 6.174% 5/25/34 17327Car4		
11/08/2023	Paid Accrued Interest On Purchase Of Citigroup Inc Sub 6.174% 5/25/34 Income Debit 559.09- USD	- 559.09
11/27/2023	Citigroup Inc Sub 6.174% 5/25/34 0.03087 USD/\$1 Pv On 20,000 Par Value Due 11/25/23	617.40
Total Citigroup Inc Sub 6.174% 5/25/34		58.31
Commonwealth Edison 5.875% 2/01/33 202795Hg8		
11/08/2023	Paid Accrued Interest On Purchase Of Commonwealth Edison 5.875% 2/01/33 Income Debit 316.60- USD	- 316.60
Consolidated Edison 5.700% 12/01/36 209111Eq2		
11/08/2023	Paid Accrued Interest On Purchase Of Consolidated Edison 5.700% 12/01/36 Income Debit 273.44- USD	- 273.44

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Cvs Caremark 126650Br0	6.125% 9/15/39	
11/30/2023	Paid Accrued Interest On Purchase Of Cvs Caremark 6.125% 9/15/39 Income Debit 63.80- USD	- 63.80
Cvs Health Corp 126650Cm0	4.875% 7/20/35	
11/07/2023	Received Accrued Interest On Sale Of Cvs Health Corp 4.875% 7/20/35 Income Credit 1,448.96 USD	1,448.96
Cvs Health Corp 126650CZ1	5.050% 3/25/48	
11/08/2023	Paid Accrued Interest On Purchase Of Cvs Health Corp 5.050% 3/25/48 Income Debit 102.54- USD	- 102.54
Delta Air Lines 247361Zw1	5.000% 12/10/29	
11/14/2023	Paid Accrued Interest On Purchase Of Delta Air Lines 5.000% 12/10/29 Income Debit 366.39- USD	- 366.39
Discovery 25470Dat6	5.200% 9/20/47	
11/08/2023	Paid Accrued Interest On Purchase Of Discovery 5.200% 9/20/47 Income Debit 131.73- USD	- 131.73
Electronic Arts Inc 285512Af6	2.950% 2/15/51	
11/08/2023	Paid Accrued Interest On Purchase Of Electronic Arts Inc 2.950% 2/15/51 Income Debit 197.24- USD	- 197.24
Enbridge Inc 29250Naz8	3.125% 11/15/29	



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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2023	Received Accrued Interest On Sale Of Enbridge Inc 3.125% 11/15/29 Income Credit 1,493.06 USD	1,493.06
Energy Transfer L P 6.550% 12/01/33 29273Vau4		
11/08/2023	Paid Accrued Interest On Purchase Of Energy Transfer L P 6.550% 12/01/33 Income Debit 86.42- USD	- 86.42
Entergy LLC 5.000% 9/01/33 29366Wad8		
11/08/2023	Paid Accrued Interest On Purchase Of Entergy LLC 5.000% 9/01/33 Income Debit 195.42- USD	- 195.42
Essential Utils Inc 3.351% 4/15/50 29670Gae2		
11/08/2023	Paid Accrued Interest On Purchase Of Essential Utils Inc 3.351% 4/15/50 Income Debit 62.09- USD	- 62.09
Extra Space Storage 5.700% 4/01/28 30225Vaj6		
11/08/2023	Paid Accrued Interest On Purchase Of Extra Space Storage 5.700% 4/01/28 Income Debit 105.45- USD	- 105.45
Exxon Mobil Corp 2.709% 3/06/25 30231Gaf9		
11/07/2023	Received Accrued Interest On Sale Of Exxon Mobil Corp 2.709% 3/06/25 Income Credit 459.03 USD	459.03
F H L M C #Sd8237 4.000% 7/01/52 3132Dwej8		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/13/2023	Paid Accrued Interest On Purchase Of F H L M C #Sd8237 4.000% 7/01/52 Income Debit 562.25- USD	- 562.25
F H L M C #Sd8288 5.000% 12/01/52 3132Dwf57		
11/13/2023	Paid Accrued Interest On Purchase Of F H L M C #Sd8288 5.000% 12/01/52 Income Debit 632.32- USD	- 632.32
F N M A #Ma4838 3.500% 11/01/52 31418Elu2		
11/13/2023	Paid Accrued Interest On Purchase Of F N M A #Ma4838 3.500% 11/01/52 Income Debit 502.95- USD	- 502.95
F N M A #Ma4867 4.500% 12/01/52 31418Emr8		
11/13/2023	Paid Accrued Interest On Purchase Of F N M A #Ma4867 4.500% 12/01/52 Income Debit 433.38- USD	- 433.38
Fedex 2020 1 Class 1.875% 2/20/34 314353AA1		
11/08/2023	Paid Accrued Interest On Purchase Of Fedex 2020 1 Class 1.875% 2/20/34 Income Debit 109.15- USD	- 109.15
Fifth Third Bancorp 2.550% 5/05/27 316773Da5		
11/06/2023	Fifth Third Bancorp 2.550% 5/05/27 0.01275 USD/\$1 Pv On 150,000 Par Value Due 11/5/23	1,912.50
11/07/2023	Received Accrued Interest On Sale Of Fifth Third Bancorp 2.550% 5/05/27 Income Credit 21.25 USD	21.25
Total Fifth Third Bancorp 2.550% 5/05/27		1,933.75



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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
First Am Govt Ob Fd Cl X 31846V336		
11/01/2023	Interest From 10/1/23 To 10/31/23	1,937.12
Ford Cr Aut Own Tr 0.490% 9/15/26 34532Nad7		
11/09/2023	Paid Accrued Interest On Purchase Of Ford Cr Aut Own Tr 0.490% 9/15/26 Income Debit 24.50- USD	- 24.50
11/15/2023	Ford Cr Aut Own Tr 0.490% 9/15/26 \$0.00041/Pv On 75,000.00 Pv Due 11/15/23	30.62
Total Ford Cr Aut Own Tr 0.490% 9/15/26		6.12
Ford Cr Auto Owner 5.980% 6/15/28 345295Af6		
11/29/2023	Paid Accrued Interest On Purchase Of Ford Cr Auto Owner 5.980% 6/15/28 Income Debit 104.65- USD	- 104.65
Gm Fin Atmbl Lease 5.160% 1/20/27 362541Ae4		
11/15/2023	Paid Accrued Interest On Purchase Of Gm Fin Atmbl Lease 5.160% 1/20/27 Income Debit 107.50- USD	- 107.50
11/20/2023	Gm Fin Atmbl Lease 5.160% 1/20/27 \$0.00430/Pv On 30,000.00 Pv Due 11/20/23	129.00
Total Gm Fin Atmbl Lease 5.160% 1/20/27		21.50
Goldman Sachs 1.948% 10/21/27 38141Gym0		
11/08/2023	Paid Accrued Interest On Purchase Of Goldman Sachs 1.948% 10/21/27 Income Debit 20.24- USD	- 20.24

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DATE	DESCRIPTION	CASH
Goldman Sachs Group 3.691% 6/05/28 38141Gwl4		
11/07/2023	Received Accrued Interest On Sale Of Goldman Sachs Group 3.691% 6/05/28 Income Credit 3,116.84 USD	3,116.84
Hormel Foods Corp 0.650% 6/03/24 440452Ag5		
11/08/2023	Paid Accrued Interest On Purchase Of Hormel Foods Corp 0.650% 6/03/24 Income Debit 97.95- USD	- 97.95
Huntington 2.625% 8/06/24 446150Aq7		
11/07/2023	Received Accrued Interest On Sale Of Huntington 2.625% 8/06/24 Income Credit 331.77 USD	331.77
Idaho Pwr Co 5.800% 4/01/54 45138Lbj1		
11/08/2023	Paid Accrued Interest On Purchase Of Idaho Pwr Co 5.800% 4/01/54 Income Debit 174.48- USD	- 174.48
Intel Corp 5.625% 2/10/43 458140Ch1		
11/07/2023	Received Accrued Interest On Sale Of Intel Corp 5.625% 2/10/43 Income Credit 2,039.06 USD	2,039.06
Intercontinental 3.750% 12/01/25 45866Fad6		
11/07/2023	Received Accrued Interest On Sale Of Intercontinental 3.750% 12/01/25 Income Credit 1,625.00 USD	1,625.00
Intuit Sr Nt 5.500% 9/15/53 46124Hah9		

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DATE	DESCRIPTION	CASH
11/08/2023	Paid Accrued Interest On Purchase Of Intuit Sr Nt 5.500% 9/15/53 Income Debit 153.85- USD	- 153.85
Kimberly Clark Corp 2.750% 2/15/26 494368Bu6		
11/07/2023	Received Accrued Interest On Sale Of Kimberly Clark Corp 2.750% 2/15/26 Income Credit 626.39 USD	626.39
Marsh McLennan Cos 5.700% 9/15/53 571748Bv3		
11/08/2023	Paid Accrued Interest On Purchase Of Marsh McLennan Cos 5.700% 9/15/53 Income Debit 162.45- USD	- 162.45
Mattel Inc 5.450% 11/01/41 577081Aw2		
11/08/2023	Paid Accrued Interest On Purchase Of Mattel Inc 5.450% 11/01/41 Income Debit 16.96- USD	- 16.96
Mizuho Financial 2.555% 9/13/25 60687Yaz2		
11/08/2023	Paid Accrued Interest On Purchase Of Mizuho Financial 2.555% 9/13/25 Income Debit 70.26- USD	- 70.26
Motorola Solutions 2.750% 5/24/31 620076Bu2		
11/08/2023	Paid Accrued Interest On Purchase Of Motorola Solutions 2.750% 5/24/31 Income Debit 275.61- USD	- 275.61
11/24/2023	Motorola Solutions 2.750% 5/24/31 0.01375 USD/\$1 Pv On 22,000 Par Value Due 11/24/23	302.50
Total Motorola Solutions 2.750% 5/24/31		26.89

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DATE	DESCRIPTION	CASH
Nevada Power Co 6.000% 3/15/54 641423Cg1		
11/08/2023	Paid Accrued Interest On Purchase Of Nevada Power Co 6.000% 3/15/54 Income Debit 174.17- USD	- 174.17
Nextera Energy Cap 6.051% 3/01/25 65339Kbp4		
11/08/2023	Paid Accrued Interest On Purchase Of Nextera Energy Cap 6.051% 3/01/25 Income Debit 202.71- USD	- 202.71
Nike Inc 2.375% 11/01/26 654106Af0		
11/01/2023	Nike Inc 2.375% 11/01/26 0.011875 USD/\$1 Pv On 150,000 Par Value Due 11/1/23	1,781.25
11/07/2023	Received Accrued Interest On Sale Of Nike Inc 2.375% 11/01/26 Income Credit 59.38 USD	59.38
Total Nike Inc 2.375% 11/01/26		1,840.63
Northern Tr Corp 6.125% 11/02/32 665859Ax2		
11/08/2023	Paid Accrued Interest On Purchase Of Northern Tr Corp 6.125% 11/02/32 Income Debit 20.42- USD	- 20.42
Ovintiv Inc 6.250% 7/15/33 69047Qac6		
11/08/2023	Paid Accrued Interest On Purchase Of Ovintiv Inc 6.250% 7/15/33 Income Debit 493.75- USD	- 493.75
Pepsico Inc 2.750% 4/30/25 713448Ct3		

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DATE	DESCRIPTION	CASH
11/07/2023	Received Accrued Interest On Sale Of Pepsico Inc 2.750% 4/30/25 Income Credit 40.10 USD	40.10
Pfizer Investment 5.300% 5/19/53 716973Ag7		
11/08/2023	Paid Accrued Interest On Purchase Of Pfizer Investment 5.300% 5/19/53 Income Debit 348.33- USD	- 348.33
11/20/2023	Pfizer Investment 5.300% 5/19/53 0.0265 USD/\$1 Pv On 14,000 Par Value Due 11/19/23	371.00
Total Pfizer Investment 5.300% 5/19/53		22.67
Philip Morris Intl 5.375% 2/15/33 718172Db2		
11/08/2023	Paid Accrued Interest On Purchase Of Philip Morris Intl 5.375% 2/15/33 Income Debit 185.89- USD	- 185.89
Plains All Amer Pipe 4.300% 1/31/43 72650Rbc5		
11/08/2023	Paid Accrued Interest On Purchase Of Plains All Amer Pipe 4.300% 1/31/43 Income Debit 327.76- USD	- 327.76
Pnc Financial 3.500% 1/23/24 693475Av7		
11/07/2023	Received Accrued Interest On Sale Of Pnc Financial 3.500% 1/23/24 Income Credit 1,011.11 USD	1,011.11
Public Service Co 5.250% 4/01/53 744448Cy5		
11/08/2023	Paid Accrued Interest On Purchase Of Public Service Co 5.250% 4/01/53 Income Debit 107.92- USD	- 107.92

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Public Storage 5.350% 8/01/53 74460Wah0		
11/08/2023	Paid Accrued Interest On Purchase Of Public Storage 5.350% 8/01/53 Income Debit 303.17- USD	- 303.17
Quest Diagnostics 6.400% 11/30/33 74834Lbd1		
11/08/2023	Paid Accrued Interest On Purchase Of Quest Diagnostics 6.400% 11/30/33 Income Debit 21.16- USD	- 21.16
Realty Income Corp 4.850% 3/15/30 756109Br4		
11/08/2023	Paid Accrued Interest On Purchase Of Realty Income Corp 4.850% 3/15/30 Income Debit 135.67- USD	- 135.67
Royal Bk Cda Mtn 5.200% 8/01/28 78016Hzs2		
11/08/2023	Paid Accrued Interest On Purchase Of Royal Bk Cda Mtn 5.200% 8/01/28 Income Debit 280.80- USD	- 280.80
Salesforce Com Inc 0.625% 7/15/24 79466Lag9		
11/08/2023	Paid Accrued Interest On Purchase Of Salesforce Com Inc 0.625% 7/15/24 Income Debit 68.66- USD	- 68.66
Sempra Energy 3.400% 2/01/28 816851Bg3		
11/07/2023	Received Accrued Interest On Sale Of Sempra Energy 3.400% 2/01/28 Income Credit 680.00 USD	680.00
Shell International 2.375% 11/07/29 822582CD2		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2023	Shell International 2.375% 11/07/29 0.011875 USD/\$1 Pv On 100,000 Par Value Due 11/7/23	1,187.50
Southern Ca Gas Co 6.350% 11/15/52 842434Cx8		
11/08/2023	Paid Accrued Interest On Purchase Of Southern Ca Gas Co 6.350% 11/15/52 Income Debit 549.28- USD	- 549.28
11/15/2023	Southern Ca Gas Co 6.350% 11/15/52 0.03175 USD/\$1 Pv On 18,000 Par Value Due 11/15/23	571.50
Total Southern Ca Gas Co 6.350% 11/15/52		22.22
Southern Calif 5.875% 12/01/53 842400Hx4		
11/08/2023	Paid Accrued Interest On Purchase Of Southern Calif 5.875% 12/01/53 Income Debit 514.72- USD	- 514.72
Sprint Capital Corp 8.750% 3/15/32 852060At9		
11/08/2023	Paid Accrued Interest On Purchase Of Sprint Capital Corp 8.750% 3/15/32 Income Debit 193.23- USD	- 193.23
Ssm Health Care Corp 4.894% 6/01/28 784710Ac9		
11/08/2023	Paid Accrued Interest On Purchase Of Ssm Health Care Corp 4.894% 6/01/28 Income Debit 384.18- USD	- 384.18
Stryker Corp 3.375% 11/01/25 863667Ah4		
11/01/2023	Stryker Corp 3.375% 11/01/25 0.016875 USD/\$1 Pv On 100,000 Par Value Due 11/1/23	1,687.50

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2023	Received Accrued Interest On Sale Of Stryker Corp 3.375% 11/01/25 Income Credit 56.25 USD	56.25
Total Stryker Corp 3.375% 11/01/25		1,743.75
Suncor Energy Inc 5.950% 12/01/34 867229Ad8		
11/08/2023	Paid Accrued Interest On Purchase Of Suncor Energy Inc 5.950% 12/01/34 Income Debit 467.08- USD	- 467.08
Time Warner Cabl 7.300% 7/01/38 88732Jan8		
11/08/2023	Paid Accrued Interest On Purchase Of Time Warner Cabl 7.300% 7/01/38 Income Debit 437.80- USD	- 437.80
Toyota Auto Rec 1.020% 3/15/27 89238Jad7		
11/09/2023	Paid Accrued Interest On Purchase Of Toyota Auto Rec 1.020% 3/15/27 Income Debit 34.00- USD	- 34.00
11/15/2023	Toyota Auto Rec 1.020% 3/15/27 \$0.00085/Pv On 50,000.00 Pv Due 11/15/23	42.50
Total Toyota Auto Rec 1.020% 3/15/27		8.50
U S Treasury Bd 3.625% 5/15/53 912810Tr9		
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 3.625% 5/15/53 Income Debit 4,334.24- USD	- 4,334.24
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Bd 3.625% 5/15/53 Income Credit 871.77 USD	871.77

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/10/2023	Received Accrued Interest On Sale Of U S Treasury Bd 3.625% 5/15/53 Income Credit 1,763.25 USD	1,763.25
11/15/2023	U S Treasury Bd 3.625% 5/15/53 0.018125 USD/\$1 Pv On 100,000 Par Value Due 11/15/23	1,812.50
Total U S Treasury Bd 3.625% 5/15/53		113.28
U S Treasury Bd 4.000% 8/15/53 912810Tt5		
11/08/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.000% 8/15/53 Income Debit 238.20- USD	- 238.20
U S Treasury Bd 4.500% 8/15/43 912810Tu2		
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.500% 8/15/43 Income Debit 4,993.21- USD	- 4,993.21
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Bd 4.500% 8/15/43 Income Credit 505.26 USD	505.26
11/10/2023	Received Accrued Interest On Sale Of U S Treasury Bd 4.500% 8/15/43 Income Credit 1,758.32 USD	1,758.32
Total U S Treasury Bd 4.500% 8/15/43		- 2,729.63
U S Treasury Nt 1.500% 2/15/30 912828Z94		
11/06/2023	Received Accrued Interest On Sale Of U S Treasury Nt 1.500% 2/15/30 Income Credit 676.63 USD	676.63
U S Treasury Nt 1.875% 2/15/32 91282Cdy4		

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DATE	DESCRIPTION	CASH
11/06/2023	Received Accrued Interest On Sale Of U S Treasury Nt 1.875% 2/15/32 Income Credit 422.89 USD	422.89
U S Treasury Nt 3.125% 11/15/28 9128285M8		
11/06/2023	Received Accrued Interest On Sale Of U S Treasury Nt 3.125% 11/15/28 Income Credit 2,229.11 USD	2,229.11
U S Treasury Nt 3.250% 6/30/29 91282Cev9		
11/06/2023	Received Accrued Interest On Sale Of U S Treasury Nt 3.250% 6/30/29 Income Credit 1,139.27 USD	1,139.27
U S Treasury Nt 3.375% 5/15/33 91282Chc8		
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Nt 3.375% 5/15/33 Income Credit 3,246.60 USD	3,246.60
U S Treasury Nt 4.000% 8/15/33 91282Cht1		
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.000% 8/15/33 Income Debit 7,960.60- USD	- 7,960.60
11/07/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.000% 8/15/33 Income Credit 88.45 USD	88.45
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.000% 8/15/33 Income Credit 2,461.36 USD	2,461.36
11/10/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.000% 8/15/33 Income Credit 5,221.77 USD	5,221.77

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total U S Treasury Nt 4.000% 8/15/33		- 189.02
U S Treasury Nt 4.125% 11/15/32 91282Cfv8		
11/06/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.125% 11/15/32 Income Credit 3,923.23 USD	3,923.23
U S Treasury Nt 4.750% 11/15/33 91282Cjj1		
11/16/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 2.47- USD	- 2.47
11/20/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 24.73- USD	- 24.73
Total U S Treasury Nt 4.750% 11/15/33		- 27.20
U S Treasury Nt 4.875% 10/31/28 91282Cjf9		
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.875% 10/31/28 Income Debit 375.00- USD	- 375.00
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 10/31/28 Income Credit 246.43 USD	246.43
11/10/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 10/31/28 Income Credit 227.68 USD	227.68
Total U S Treasury Nt 4.875% 10/31/28		99.11
U S Treasury Nt 5.000% 10/31/25 91282Cje2		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 5.125% 10/31/25 Income Debit 1,250.00- USD	- 1,250.00
11/07/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 5.125% 10/31/25 Income Debit 96.15- USD	- 96.15
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Nt 5.125% 10/31/25 Income Credit 384.62 USD	384.62
11/08/2023	Received Accrued Interest On Sale Of U S Treasury Nt 5.125% 10/31/25 Income Credit 329.67 USD	329.67
11/10/2023	Received Accrued Interest On Sale Of U S Treasury Nt 5.125% 10/31/25 Income Credit 576.92 USD	576.92
11/28/2023	Received Accrued Interest On Sale Of U S Treasury Nt 5.125% 10/31/25 Income Credit 192.31 USD	192.31
Total U S Treasury Nt 5.000% 10/31/25		137.37
United Airlines 4.300% 2/15/27 909319AA3		
11/13/2023	Paid Accrued Interest On Purchase Of United Airlines 4.300% 2/15/27 Income Debit 319.84- USD	- 319.84
Verizon Comm Inc 4.400% 11/01/34 92343Vcq5		
11/08/2023	Paid Accrued Interest On Purchase Of Verizon Comm Inc 4.400% 11/01/34 Income Debit 15.40- USD	- 15.40
Wells Fargo Co Mtn 2.393% 6/02/28 95000U2S1		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/08/2023	Paid Accrued Interest On Purchase Of Wells Fargo Co Mtn 2.393% 6/02/28 Income Debit 228.13- USD	- 228.13
Wells Fargo Mtn 3.300% 9/09/24 94974Bga2		
11/07/2023	Received Accrued Interest On Sale Of Wells Fargo Mtn 3.300% 9/09/24 Income Credit 531.67 USD	531.67
Westar Energy Inc 3.100% 4/01/27 95709Tap5		
11/08/2023	Paid Accrued Interest On Purchase Of Westar Energy Inc 3.100% 4/01/27 Income Debit 60.54- USD	- 60.54
Weyerhaeuser Co 7.375% 3/15/32 962166Br4		
11/08/2023	Paid Accrued Interest On Purchase Of Weyerhaeuser Co 7.375% 3/15/32 Income Debit 173.72- USD	- 173.72
World Omni Aut Lea 5.570% 7/17/28 981944Ae1		
11/09/2023	Paid Accrued Interest On Purchase Of World Omni Aut Lea 5.570% 7/17/28 Income Debit 336.00- USD	- 336.00
11/15/2023	World Omni Aut Lea 5.570% 7/17/28 \$0.00420/Pv On 100,000.00 Pv Due 11/15/23	420.00
Total World Omni Aut Lea 5.570% 7/17/28		84.00
Total Interest		26,104.49

Dividends

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Ishares Mbs Etf 464288588		
11/07/2023	0.273535 USD/Share On 2,812 Shares Due 11/7/23	769.18
Ishares US Treasury Bond Etf 46429B267		
11/07/2023	0.056603 USD/Share On 11,404 Shares Due 11/7/23	645.50
Total Dividends		1,414.68

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
11/28/2023	Collected Charged For Period 10/01/2023 Thru 10/31/2023	- 2,376.00
Total Trust Fees		- 2,376.00
Total Trust Fees		- 2,376.00
Total Plan Expenses		- 2,376.00

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OTHER ACTIVITY

DATE	DESCRIPTION	CASH
Transfers To Checking Account		
ACH Transfer To Checking		
11/30/2023	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 11/28/23	- 2,054.75
Total ACH Transfer To Checking		- 2,054.75
Total Transfers To Checking Account		- 2,054.75
Total Other Activity		- 2,054.75

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
11/01/2023	Purchased 3,468.75 Units Of First Am Govt Ob Fd CI X Trade Date 11/1/23 31846V336	3,468.750	.00	- 3,468.75	3,468.75
11/02/2023	Purchased 1,937.12 Units Of First Am Govt Ob Fd CI X Trade Date 11/2/23 31846V336	1,937.120	.00	- 1,937.12	1,937.12
11/06/2023	Purchased 686,588.79 Units Of First Am Govt Ob Fd CI X Trade Date 11/6/23 31846V336	686,588.790	.00	- 686,588.79	686,588.79
11/07/2023	Purchased 1,187.5 Units Of First Am Govt Ob Fd CI X Trade Date 11/7/23 31846V336	1,187.500	.00	- 1,187.50	1,187.50
11/08/2023	Purchased 141,306.54 Units Of First Am Govt Ob Fd CI X Trade Date 11/8/23 31846V336	141,306.540	.00	- 141,306.54	141,306.54
11/08/2023	Purchased 300,810.14 Units Of First Am Govt Ob Fd CI X Trade Date 11/8/23 31846V336	300,810.140	.00	- 300,810.14	300,810.14
11/10/2023	Purchased 1,378,700.68 Units Of First Am Govt Ob Fd CI X Trade Date 11/10/23 31846V336	1,378,700.680	.00	- 1,378,700.68	1,378,700.68

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/24/2023	Purchased 302.5 Units Of First Am Govt Ob Fd CI X Trade Date 11/24/23 31846V336	302.500	.00	- 302.50	302.50
11/27/2023	Purchased 617.4 Units Of First Am Govt Ob Fd CI X Trade Date 11/27/23 31846V336	617.400	.00	- 617.40	617.40
11/27/2023	Purchased 286.67 Units Of First Am Govt Ob Fd CI X Trade Date 11/27/23 31846V336	286.670	.00	- 286.67	286.67
11/28/2023	Purchased 50,293.87 Units Of First Am Govt Ob Fd CI X Trade Date 11/28/23 31846V336	50,293.870	.00	- 50,293.87	50,293.87
Total First Am Govt Ob Fd CI X		2,565,499.960	.00	- 2,565,499.96	2,565,499.96
Total Cash And Equivalents		2,565,499.960	.00	- 2,565,499.96	2,565,499.96
US Government Issues					
11/09/2023	Purchased 421,685.49 Par Value Of F H L M C #Sd8237 4.000% 7/01/52 Trade Date 11/9/23 Purchased Through Td Securities (USA) Swift External Ref#: 8331302112900274 421,685.49 Par Value At 88.8906232 % 3132DWEJ8	421,685.490	.00	- 374,838.86	374,838.86
Total F H L M C #Sd8237 4.000% 7/01/52		421,685.490	.00	- 374,838.86	374,838.86

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/09/2023	Purchased 379,392.2 Par Value Of F H L M C #Sd8288 5.000% 12/01/52 Trade Date 11/9/23 Purchased Through Td Securities (USA) Swift External Ref#: 8331302112900270 379,392.2 Par Value At 94.53125025 % 3132DWF57	379,392.200	.00	- 358,644.19	358,644.19
Total F H L M C #Sd8288 5.000% 12/01/52		379,392.200	.00	- 358,644.19	358,644.19
11/09/2023	Purchased 431,100.41 Par Value Of F N M A #Ma4838 3.500% 11/01/52 Trade Date 11/9/23 Purchased Through Td Securities (USA) Swift External Ref#: 8331302112900276 431,100.41 Par Value At 85.68750143 % 31418ELU2	431,100.410	.00	- 369,399.17	369,399.17
Total F N M A #Ma4838 3.500% 11/01/52		431,100.410	.00	- 369,399.17	369,399.17
11/09/2023	Purchased 288,922.94 Par Value Of F N M A #Ma4867 4.500% 12/01/52 Trade Date 11/9/23 Purchased Through Td Securities (USA) Swift External Ref#: 8331302112900272 288,922.94 Par Value At 91.79687497 % 31418EMR8	288,922.940	.00	- 265,222.23	265,222.23
Total F N M A #Ma4867 4.500% 12/01/52		288,922.940	.00	- 265,222.23	265,222.23
11/03/2023	Purchased 250,000 Par Value Of U S Treasury Bd 3.625% 5/15/53 Trade Date 11/3/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8330702112884079 250,000 Par Value At 82.23828 % 912810TR9	250,000.000	.00	- 205,595.70	205,595.70

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total U S Treasury Bd 3.625% 5/15/53		250,000.000	.00	- 205,595.70	205,595.70
11/06/2023	Purchased 25,000 Par Value Of U S Treasury Bd 4.000% 8/15/53 Trade Date 11/6/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8331002112888443 25,000 Par Value At 88.99608 % 912810TT5	25,000.000	.00	- 22,249.02	22,249.02
Total U S Treasury Bd 4.000% 8/15/53		25,000.000	.00	- 22,249.02	22,249.02
11/03/2023	Purchased 500,000 Par Value Of U S Treasury Bd 4.500% 8/15/43 Trade Date 11/3/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8330702112884129 500,000 Par Value At 93.125 % 912810TU2	500,000.000	.00	- 465,625.00	465,625.00
Total U S Treasury Bd 4.500% 8/15/43		500,000.000	.00	- 465,625.00	465,625.00
11/03/2023	Purchased 900,000 Par Value Of U S Treasury Nt 4.000% 8/15/33 Trade Date 11/3/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8330702112884138 900,000 Par Value At 94.69921889 % 91282CHT1	900,000.000	.00	- 852,292.97	852,292.97
Total U S Treasury Nt 4.000% 8/15/33		900,000.000	.00	- 852,292.97	852,292.97

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/15/2023	Purchased 20,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 11/15/23 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 8331902112914348 20,000 Par Value At 99.7422 % 91282CJJ1	20,000.000	.00	- 19,948.44	19,948.44
11/17/2023	Purchased 40,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 11/17/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8332102112921938 40,000 Par Value At 100.351575 % 91282CJJ1	40,000.000	.00	- 40,140.63	40,140.63
Total U S Treasury Nt 4.750% 11/15/33		60,000.000	.00	- 60,089.07	60,089.07
11/03/2023	Purchased 400,000 Par Value Of U S Treasury Nt 4.875% 10/31/28 Trade Date 11/3/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 8330702112884146 400,000 Par Value At 101.73047 % 91282CJF9	400,000.000	.00	- 406,921.88	406,921.88
Total U S Treasury Nt 4.875% 10/31/28		400,000.000	.00	- 406,921.88	406,921.88
11/30/2023	Purchased 16,000 Par Value Of U S Treasury Nt 4.875% 10/31/30 Trade Date 11/30/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8333402112942716 16,000 Par Value At 103.0546875 % 91282CJG7	16,000.000	.00	- 16,488.75	16,488.75
Total U S Treasury Nt 4.875% 10/31/30		16,000.000	.00	- 16,488.75	16,488.75

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/03/2023	Purchased 1,300,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/3/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8330702112884157 1,300,000 Par Value At 100.32031231 % 91282CJE2	1,300,000.000	.00	- 1,304,164.06	1,304,164.06
11/03/2023	Purchased 100,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/3/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 8330702112884169 100,000 Par Value At 100.3125 % 91282CJE2	100,000.000	.00	- 100,312.50	100,312.50
Total U S Treasury Nt 5.000% 10/31/25		1,400,000.000	.00	- 1,404,476.56	1,404,476.56
Total Government Issues		5,072,101.040	.00	- 4,801,843.40	4,801,843.40
Corporate Issues					
11/06/2023	Purchased 18,000 Par Value Of American Honda Mtn 5.125% 7/07/28 Trade Date 11/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331002112888300 18,000 Par Value At 98.666 % 02665WEM9	18,000.000	.00	- 17,759.88	17,759.88
Total American Honda Mtn 5.125% 7/07/28		18,000.000	.00	- 17,759.88	17,759.88

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 13,000 Par Value Of Amgen Inc 5.650% 3/02/53 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887464 13,000 Par Value At 91.857 % 031162DT4	13,000.000	.00	- 11,941.41	11,941.41
Total Amgen Inc	5.650% 3/02/53	13,000.000	.00	- 11,941.41	11,941.41
11/06/2023	Purchased 19,000 Par Value Of At T Inc 5.400% 2/15/34 Trade Date 11/6/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331002112887546 19,000 Par Value At 94.567 % 00206RMT6	19,000.000	.00	- 17,967.73	17,967.73
11/30/2023	Purchased 5,000 Par Value Of At T Inc 5.400% 2/15/34 Trade Date 11/30/23 Purchased Through Stifel, Nicolaus & Co., Inc. Swift External Ref#: 8333402112944097 5,000 Par Value At 99.05 % 00206RMT6	5,000.000	.00	- 4,952.50	4,952.50
Total At T Inc	5.400% 2/15/34	24,000.000	.00	- 22,920.23	22,920.23
11/06/2023	Purchased 35,000 Par Value Of Bank Of Ny Mtn 0.500% 4/26/24 Trade Date 11/6/23 Purchased Through Morgan Stanley & Co. LLC Swift External Ref#: 8331002112888188 35,000 Par Value At 97.723 % 06406RAS6	35,000.000	.00	- 34,203.05	34,203.05
Total Bank Of Ny Mtn	0.500% 4/26/24	35,000.000	.00	- 34,203.05	34,203.05

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 24,000 Par Value Of Berkshire Hathaway 3.850% 3/15/52 Trade Date 11/6/23 Purchased Through Millennium Advisors, LLC Swift External Ref#: 8331002112887466 24,000 Par Value At 73.329 % 084664DB4	24,000.000	.00	- 17,598.96	17,598.96
Total Berkshire Hathaway 3.850% 3/15/52		24,000.000	.00	- 17,598.96	17,598.96
11/06/2023	Purchased 35,000 Par Value Of Black Hills Corp 1.037% 8/23/24 Trade Date 11/6/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112888210 35,000 Par Value At 96.081 % 092113AU3	35,000.000	.00	- 33,628.35	33,628.35
Total Black Hills Corp 1.037% 8/23/24		35,000.000	.00	- 33,628.35	33,628.35
11/07/2023	Purchased 100,000 Par Value Of Bmw Veh Owner Tr 3.440% 12/26/28 Trade Date 11/7/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8331102112894161 100,000 Par Value At 95.80859 % 05602RAE1	100,000.000	.00	- 95,808.59	95,808.59
Total Bmw Veh Owner Tr 3.440% 12/26/28		100,000.000	.00	- 95,808.59	95,808.59
11/06/2023	Purchased 16,000 Par Value Of Capital One Finl 5.817% 2/01/34 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887478 16,000 Par Value At 90.072 % 14040HCY9	16,000.000	.00	- 14,411.52	14,411.52

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Capital One Finl 5.817% 2/01/34		16,000.000	.00	- 14,411.52	14,411.52
11/06/2023	Purchased 20,000 Par Value Of Citigroup Inc Sub 6.174% 5/25/34 Trade Date 11/6/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8331002112887468 20,000 Par Value At 95.436 % 17327CAR4	20,000.000	.00	- 19,087.20	19,087.20
Total Citigroup Inc Sub 6.174% 5/25/34		20,000.000	.00	- 19,087.20	19,087.20
11/06/2023	Purchased 20,000 Par Value Of Commonwealth Edison 5.875% 2/01/33 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887502 20,000 Par Value At 100.392 % 202795HG8	20,000.000	.00	- 20,078.40	20,078.40
Total Commonwealth Edison 5.875% 2/01/33		20,000.000	.00	- 20,078.40	20,078.40
11/06/2023	Purchased 11,000 Par Value Of Consolidated Edison 5.700% 12/01/36 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887490 11,000 Par Value At 94.063 % 209111EQ2	11,000.000	.00	- 10,346.93	10,346.93
Total Consolidated Edison 5.700% 12/01/36		11,000.000	.00	- 10,346.93	10,346.93

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/28/2023	Purchased 5,000 Par Value Of Cvs Caremark 6.125% 9/15/39 Trade Date 11/28/23 Purchased Through Stifel, Nicolaus & Co., Inc. Swift External Ref#: 8333202112931197 5,000 Par Value At 100.351 % 126650BR0	5,000.000	.00	- 5,017.55	5,017.55
Total Cvs Caremark 6.125% 9/15/39		5,000.000	.00	- 5,017.55	5,017.55
11/06/2023	Purchased 17,000 Par Value Of Cvs Health Corp 5.050% 3/25/48 Trade Date 11/6/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8331002112887476 17,000 Par Value At 81.6 % 126650CZ1	17,000.000	.00	- 13,872.00	13,872.00
Total Cvs Health Corp 5.050% 3/25/48		17,000.000	.00	- 13,872.00	13,872.00
11/10/2023	Purchased 34,259.39 Par Value Of Delta Air Lines 5.000% 12/10/29 Trade Date 11/10/23 Purchased Through Baird, Robert W., & Company In Swift External Ref#: 8331402112904639 34,259.39 Par Value At 86.50002233 % 247361ZW1	34,259.390	.00	- 29,634.38	29,634.38
Total Delta Air Lines 5.000% 12/10/29		34,259.390	.00	- 29,634.38	29,634.38
11/06/2023	Purchased 19,000 Par Value Of Discovery 5.200% 9/20/47 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887558 19,000 Par Value At 75.024 % 25470DAT6	19,000.000	.00	- 14,254.56	14,254.56

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Discovery 5.200% 9/20/47		19,000.000	.00	- 14,254.56	14,254.56
11/06/2023	Purchased 29,000 Par Value Of Electronic Arts Inc 2.950% 2/15/51 Trade Date 11/6/23 Purchased Through Deutsche Bank Securities, Inc. Swift External Ref#: 8331002112887480 29,000 Par Value At 60.019 % 285512AF6	29,000.000	.00	- 17,405.51	17,405.51
Total Electronic Arts Inc 2.950% 2/15/51		29,000.000	.00	- 17,405.51	17,405.51
11/06/2023	Purchased 19,000 Par Value Of Energy Transfer L P 6.550% 12/01/33 Trade Date 11/6/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331002112887486 19,000 Par Value At 101.208 % 29273VAU4	19,000.000	.00	- 19,229.52	19,229.52
Total Energy Transfer L P 6.550% 12/01/33		19,000.000	.00	- 19,229.52	19,229.52
11/06/2023	Purchased 21,000 Par Value Of Entergy LLC 5.000% 9/01/33 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887492 21,000 Par Value At 93.535 % 29366WAD8	21,000.000	.00	- 19,642.35	19,642.35
Total Entergy LLC 5.000% 9/01/33		21,000.000	.00	- 19,642.35	19,642.35

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 29,000 Par Value Of Essential Utils Inc 3.351% 4/15/50 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887564 29,000 Par Value At 61.572 % 29670GAE2	29,000.000	.00	- 17,855.88	17,855.88
Total Essential Utils Inc 3.351% 4/15/50		29,000.000	.00	- 17,855.88	17,855.88
11/06/2023	Purchased 18,000 Par Value Of Extra Space Storage 5.700% 4/01/28 Trade Date 11/6/23 Purchased Through Millennium Advisors, LLC Swift External Ref#: 8331002112887500 18,000 Par Value At 98.569 % 30225VAJ6	18,000.000	.00	- 17,742.42	17,742.42
Total Extra Space Storage 5.700% 4/01/28		18,000.000	.00	- 17,742.42	17,742.42
11/06/2023	Purchased 26,866.63 Par Value Of Fedex 2020 1 Class 1.875% 2/20/34 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887497 26,866.63 Par Value At 78.89098856 % 314353AA1	26,866.630	.00	- 21,195.35	21,195.35
Total Fedex 2020 1 Class 1.875% 2/20/34		26,866.630	.00	- 21,195.35	21,195.35
11/07/2023	Purchased 75,000 Par Value Of Ford Cr Aut Own Tr 0.490% 9/15/26 Trade Date 11/7/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8331102112894154 75,000 Par Value At 94.42969333 % 34532NAD7	75,000.000	.00	- 70,822.27	70,822.27

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PARS/CITY OF BREA 115P PEN
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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Ford Cr Aut Own Tr 0.490% 9/15/26		75,000.000	.00	- 70,822.27	70,822.27
11/27/2023	Purchased 45,000 Par Value Of Ford Cr Auto Owner 5.980% 6/15/28 Trade Date 11/27/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8333102112930080 45,000 Par Value At 100.33202222 % 345295AF6	45,000.000	.00	- 45,149.41	45,149.41
Total Ford Cr Auto Owner 5.980% 6/15/28		45,000.000	.00	- 45,149.41	45,149.41
11/13/2023	Purchased 30,000 Par Value Of Gm Fin Atmbl Lease 5.160% 1/20/27 Trade Date 11/13/23 Purchased Through Bnp Paribas Securities Bond Swift External Ref#: 8331702112906555 30,000 Par Value At 98.76953333 % 362541AE4	30,000.000	.00	- 29,630.86	29,630.86
Total Gm Fin Atmbl Lease 5.160% 1/20/27		30,000.000	.00	- 29,630.86	29,630.86
11/06/2023	Purchased 22,000 Par Value Of Goldman Sachs 1.948% 10/21/27 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887505 22,000 Par Value At 88.457 % 38141GYM0	22,000.000	.00	- 19,460.54	19,460.54
Total Goldman Sachs 1.948% 10/21/27		22,000.000	.00	- 19,460.54	19,460.54

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 35,000 Par Value Of Hormel Foods Corp 0.650% 6/03/24 Trade Date 11/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331002112888208 35,000 Par Value At 97.179 % 440452AG5	35,000.000	.00	- 34,012.65	34,012.65
Total Hormel Foods Corp 0.650% 6/03/24		35,000.000	.00	- 34,012.65	34,012.65
11/06/2023	Purchased 19,000 Par Value Of Idaho Pwr Co 5.800% 4/01/54 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887514 19,000 Par Value At 93.945 % 45138LBJ1	19,000.000	.00	- 17,849.55	17,849.55
Total Idaho Pwr Co 5.800% 4/01/54		19,000.000	.00	- 17,849.55	17,849.55
11/06/2023	Purchased 19,000 Par Value Of Intuit Sr Nt 5.500% 9/15/53 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887512 19,000 Par Value At 94.917 % 46124HAH9	19,000.000	.00	- 18,034.23	18,034.23
Total Intuit Sr Nt 5.500% 9/15/53		19,000.000	.00	- 18,034.23	18,034.23
11/06/2023	Purchased 18,000 Par Value Of Marsh McLennan Cos 5.700% 9/15/53 Trade Date 11/6/23 Purchased Through Millennium Advisors, LLC Swift External Ref#: 8331002112887509 18,000 Par Value At 96.087 % 571748BV3	18,000.000	.00	- 17,295.66	17,295.66

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Marsh McLennan Cos 5.700% 9/15/53		18,000.000	.00	- 17,295.66	17,295.66
11/06/2023	Purchased 16,000 Par Value Of Mattel Inc 5.450% 11/01/41 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112885733 16,000 Par Value At 80.726 % 577081AW2	16,000.000	.00	- 12,916.16	12,916.16
Total Mattel Inc 5.450% 11/01/41		16,000.000	.00	- 12,916.16	12,916.16
11/06/2023	Purchased 22,000 Par Value Of Motorola Solutions 2.750% 5/24/31 Trade Date 11/6/23 Purchased Through Morgan Stanley & Co. LLC Swift External Ref#: 8331002112887516 22,000 Par Value At 79.484 % 620076BU2	22,000.000	.00	- 17,486.48	17,486.48
Total Motorola Solutions 2.750% 5/24/31		22,000.000	.00	- 17,486.48	17,486.48
11/06/2023	Purchased 19,000 Par Value Of Nevada Power Co 6.000% 3/15/54 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887463 19,000 Par Value At 95.861 % 641423CG1	19,000.000	.00	- 18,213.59	18,213.59
Total Nevada Power Co 6.000% 3/15/54		19,000.000	.00	- 18,213.59	18,213.59

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 18,000 Par Value Of Nextera Energy Cap 6.051% 3/01/25 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112888229 18,000 Par Value At 100.101 % 65339KBP4	18,000.000	.00	- 18,018.18	18,018.18
Total Nextera Energy Cap 6.051% 3/01/25		18,000.000	.00	- 18,018.18	18,018.18
11/06/2023	Purchased 20,000 Par Value Of Northern Tr Corp 6.125% 11/02/32 Trade Date 11/6/23 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 8331002112887526 20,000 Par Value At 99.339 % 665859AX2	20,000.000	.00	- 19,867.80	19,867.80
Total Northern Tr Corp 6.125% 11/02/32		20,000.000	.00	- 19,867.80	19,867.80
11/06/2023	Purchased 18,000 Par Value Of Ovintiv Inc 6.250% 7/15/33 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887521 18,000 Par Value At 97.169 % 69047QAC6	18,000.000	.00	- 17,490.42	17,490.42
Total Ovintiv Inc 6.250% 7/15/33		18,000.000	.00	- 17,490.42	17,490.42
11/06/2023	Purchased 15,000 Par Value Of Philip Morris Intl 5.375% 2/15/33 Trade Date 11/6/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112887536 15,000 Par Value At 94.928 % 718172DB2	15,000.000	.00	- 14,239.20	14,239.20

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Philip Morris Intl 5.375% 2/15/33		15,000.000	.00	- 14,239.20	14,239.20
11/06/2023	Purchased 28,000 Par Value Of Plains All Amer Pipe 4.300% 1/31/43 Trade Date 11/6/23 Purchased Through Deutsche Bank Securities, Inc. Swift External Ref#: 8331002112887528 28,000 Par Value At 69.8 % 72650RBC5	28,000.000	.00	- 19,544.00	19,544.00
Total Plains All Amer Pipe 4.300% 1/31/43		28,000.000	.00	- 19,544.00	19,544.00
11/06/2023	Purchased 20,000 Par Value Of Public Service Co 5.250% 4/01/53 Trade Date 11/6/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331002112887568 20,000 Par Value At 87.277 % 744448CY5	20,000.000	.00	- 17,455.40	17,455.40
Total Public Service Co 5.250% 4/01/53		20,000.000	.00	- 17,455.40	17,455.40
11/06/2023	Purchased 20,000 Par Value Of Public Storage 5.350% 8/01/53 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887533 20,000 Par Value At 89.842 % 74460WAHO	20,000.000	.00	- 17,968.40	17,968.40
Total Public Storage 5.350% 8/01/53		20,000.000	.00	- 17,968.40	17,968.40

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 17,000 Par Value Of Quest Diagnostics 6.400% 11/30/33 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887474 17,000 Par Value At 101.854 % 74834LBD1	17,000.000	.00	- 17,315.18	17,315.18
Total Quest Diagnostics 6.400% 11/30/33		17,000.000	.00	- 17,315.18	17,315.18
11/06/2023	Purchased 19,000 Par Value Of Realty Income Corp 4.850% 3/15/30 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887524 19,000 Par Value At 93.826 % 756109BR4	19,000.000	.00	- 17,826.94	17,826.94
Total Realty Income Corp 4.850% 3/15/30		19,000.000	.00	- 17,826.94	17,826.94
11/06/2023	Purchased 35,000 Par Value Of Salesforce Com Inc 0.625% 7/15/24 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112888213 35,000 Par Value At 96.68 % 79466LAG9	35,000.000	.00	- 33,838.00	33,838.00
Total Salesforce Com Inc 0.625% 7/15/24		35,000.000	.00	- 33,838.00	33,838.00
11/15/2023	Purchased 15,000 Par Value Of Schwab Charles Corp 6.196% 11/17/29 Trade Date 11/15/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331902112914376 15,000 Par Value At 100 % 808513CJ2	15,000.000	.00	- 15,000.00	15,000.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Schwab Charles Corp 6.196% 11/17/29		15,000.000	.00	- 15,000.00	15,000.00
11/06/2023	Purchased 10,000 Par Value Of Simon Pty Group L P 6.250% 1/15/34 Trade Date 11/6/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 8331002112888545 10,000 Par Value At 99.014 % 828807DW4	10,000.000	.00	- 9,901.40	9,901.40
Total Simon Pty Group L P 6.250% 1/15/34		10,000.000	.00	- 9,901.40	9,901.40
11/06/2023	Purchased 18,000 Par Value Of Southern Ca Gas Co 6.350% 11/15/52 Trade Date 11/6/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331002112887540 18,000 Par Value At 100.564 % 842434CX8	18,000.000	.00	- 18,101.52	18,101.52
Total Southern Ca Gas Co 6.350% 11/15/52		18,000.000	.00	- 18,101.52	18,101.52
11/06/2023	Purchased 19,000 Par Value Of Southern Calif 5.875% 12/01/53 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887488 19,000 Par Value At 92.389 % 842400HX4	19,000.000	.00	- 17,553.91	17,553.91
Total Southern Calif 5.875% 12/01/53		19,000.000	.00	- 17,553.91	17,553.91

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 15,000 Par Value Of Sprint Capital Corp 8.750% 3/15/32 Trade Date 11/6/23 Purchased Through Bnp Paribas Securities Bond Swift External Ref#: 8331002112885730 15,000 Par Value At 115.167 % 852060AT9	15,000.000	.00	- 17,275.05	17,275.05
Total Sprint Capital Corp 8.750% 3/15/32		15,000.000	.00	- 17,275.05	17,275.05
11/06/2023	Purchased 18,000 Par Value Of Ssm Health Care Corp 4.894% 6/01/28 Trade Date 11/6/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 8331002112887550 18,000 Par Value At 98.036 % 784710AC9	18,000.000	.00	- 17,646.48	17,646.48
Total Ssm Health Care Corp 4.894% 6/01/28		18,000.000	.00	- 17,646.48	17,646.48
11/06/2023	Purchased 18,000 Par Value Of Suncor Energy Inc 5.950% 12/01/34 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887548 18,000 Par Value At 96.16 % 867229AD8	18,000.000	.00	- 17,308.80	17,308.80
Total Suncor Energy Inc 5.950% 12/01/34		18,000.000	.00	- 17,308.80	17,308.80
11/06/2023	Purchased 9,000 Par Value Of Sysco Corp 5.750% 1/17/29 Trade Date 11/6/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112888454 9,000 Par Value At 99.784 % 871829BS5	9,000.000	.00	- 8,980.56	8,980.56

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 6,000 Par Value Of Sysco Corp 5.750% 1/17/29 Trade Date 11/6/23 Purchased Through Stifel, Nicolaus & Co., Inc. Swift External Ref#: 8331002112888340 6,000 Par Value At 99.824 % 871829BS5	6,000.000	.00	- 5,989.44	5,989.44
Total Sysco Corp 5.750% 1/17/29		15,000.000	.00	- 14,970.00	14,970.00
11/06/2023	Purchased 17,000 Par Value Of Time Warner Cabl 7.300% 7/01/38 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887552 17,000 Par Value At 96.483 % 88732JAN8	17,000.000	.00	- 16,402.11	16,402.11
Total Time Warner Cabl 7.300% 7/01/38		17,000.000	.00	- 16,402.11	16,402.11
11/07/2023	Purchased 50,000 Par Value Of Toyota Auto Rec 1.020% 3/15/27 Trade Date 11/7/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8331102112894157 50,000 Par Value At 91.67188 % 89238JAD7	50,000.000	.00	- 45,835.94	45,835.94
Total Toyota Auto Rec 1.020% 3/15/27		50,000.000	.00	- 45,835.94	45,835.94
11/09/2023	Purchased 30,428.84 Par Value Of United Airlines 4.300% 2/15/27 Trade Date 11/9/23 Purchased Through Morgan Stanley & Co. LLC Swift External Ref#: 8331302112900379 30,428.84 Par Value At 95.09399635 % 909319AA3	30,428.840	.00	- 28,936.00	28,936.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total United Airlines 4.300% 2/15/27		30,428.840	.00	- 28,936.00	28,936.00
11/06/2023	Purchased 18,000 Par Value Of Verizon Comm Inc 4.400% 11/01/34 Trade Date 11/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8331002112887562 18,000 Par Value At 87.471 % 92343VCQ5	18,000.000	.00	- 15,744.78	15,744.78
Total Verizon Comm Inc 4.400% 11/01/34		18,000.000	.00	- 15,744.78	15,744.78
11/06/2023	Purchased 22,000 Par Value Of Wells Fargo Co Mtn 2.393% 6/02/28 Trade Date 11/6/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8331002112887560 22,000 Par Value At 88.396 % 95000U2S1	22,000.000	.00	- 19,447.12	19,447.12
Total Wells Fargo Co Mtn 2.393% 6/02/28		22,000.000	.00	- 19,447.12	19,447.12
11/06/2023	Purchased 19,000 Par Value Of Westar Energy Inc 3.100% 4/01/27 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112888310 19,000 Par Value At 93.059 % 95709TAP5	19,000.000	.00	- 17,681.21	17,681.21
Total Westar Energy Inc 3.100% 4/01/27		19,000.000	.00	- 17,681.21	17,681.21

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 16,000 Par Value Of Weyerhaeuser Co 7.375% 3/15/32 Trade Date 11/6/23 Purchased Through Marketaxess Corporation Swift External Ref#: 8331002112887570 16,000 Par Value At 107.728 % 962166BR4	16,000.000	.00	- 17,236.48	17,236.48
Total Weyerhaeuser Co 7.375% 3/15/32		16,000.000	.00	- 17,236.48	17,236.48
11/07/2023	Purchased 100,000 Par Value Of World Omni Aut Lea 5.570% 7/17/28 Trade Date 11/7/23 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 8331102112894159 100,000 Par Value At 98.41406 % 981944AE1	100,000.000	.00	- 98,414.06	98,414.06
Total World Omni Aut Lea 5.570% 7/17/28		100,000.000	.00	- 98,414.06	98,414.06
Total Corporate Issues		1,464,554.860	.00	- 1,355,523.82	1,355,523.82
Foreign Issues					
11/06/2023	Purchased 35,000 Par Value Of Bank Nova Scotia 0.700% 4/15/24 Trade Date 11/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331002112888203 35,000 Par Value At 97.798 % 0641593X2	35,000.000	.00	- 34,229.30	34,229.30
Total Bank Nova Scotia 0.700% 4/15/24		35,000.000	.00	- 34,229.30	34,229.30

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/06/2023	Purchased 18,000 Par Value Of Mizuho Financial 2.555% 9/13/25 Trade Date 11/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331002112888268 18,000 Par Value At 97.073 % 60687YAZ2	18,000.000	.00	- 17,473.14	17,473.14
Total Mizuho Financial 2.555% 9/13/25		18,000.000	.00	- 17,473.14	17,473.14
11/06/2023	Purchased 14,000 Par Value Of Pfizer Investment 5.300% 5/19/53 Trade Date 11/6/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8331002112887538 14,000 Par Value At 91.188 % 716973AG7	14,000.000	.00	- 12,766.32	12,766.32
Total Pfizer Investment 5.300% 5/19/53		14,000.000	.00	- 12,766.32	12,766.32
11/06/2023	Purchased 18,000 Par Value Of Royal Bk Cda Mtn 5.200% 8/01/28 Trade Date 11/6/23 Purchased Through Nbcn Clearing Inc. Swift External Ref#: 8331002112888318 18,000 Par Value At 97.666 % 78016HZS2	18,000.000	.00	- 17,579.88	17,579.88
Total Royal Bk Cda Mtn 5.200% 8/01/28		18,000.000	.00	- 17,579.88	17,579.88
Total Foreign Issues		85,000.000	.00	- 82,048.64	82,048.64
Total Purchases		9,187,155.860	.00	- 8,804,915.82	8,804,915.82

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
11/07/2023	Sold 897,920.09 Units Of First Am Govt Ob Fd Cl X Trade Date 11/7/23 31846V336	- 897,920.090	.00	897,920.09	- 897,920.09	.00
11/09/2023	Sold 321,310.54 Units Of First Am Govt Ob Fd Cl X Trade Date 11/9/23 31846V336	- 321,310.540	.00	321,310.54	- 321,310.54	.00
11/13/2023	Sold 1,399,491.19 Units Of First Am Govt Ob Fd Cl X Trade Date 11/13/23 31846V336	- 1,399,491.190	.00	1,399,491.19	- 1,399,491.19	.00
11/14/2023	Sold 30,000.77 Units Of First Am Govt Ob Fd Cl X Trade Date 11/14/23 31846V336	- 30,000.770	.00	30,000.77	- 30,000.77	.00
11/15/2023	Sold 26,861.24 Units Of First Am Govt Ob Fd Cl X Trade Date 11/15/23 31846V336	- 26,861.240	.00	26,861.24	- 26,861.24	.00
11/16/2023	Sold 19,950.91 Units Of First Am Govt Ob Fd Cl X Trade Date 11/16/23 31846V336	- 19,950.910	.00	19,950.91	- 19,950.91	.00
11/17/2023	Sold 29,970 Units Of First Am Govt Ob Fd Cl X Trade Date 11/17/23 31846V336	- 29,970.000	.00	29,970.00	- 29,970.00	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/20/2023	Sold 39,665.36 Units Of First Am Govt Ob Fd CI X Trade Date 11/20/23 31846V336	- 39,665.360	.00	39,665.36	- 39,665.36	.00
11/28/2023	Sold 2,376 Units Of First Am Govt Ob Fd CI X Trade Date 11/28/23 31846V336	- 2,376.000	.00	2,376.00	- 2,376.00	.00
11/29/2023	Sold 45,254.06 Units Of First Am Govt Ob Fd CI X Trade Date 11/29/23 31846V336	- 45,254.060	.00	45,254.06	- 45,254.06	.00
11/30/2023	Sold 5,081.35 Units Of First Am Govt Ob Fd CI X Trade Date 11/30/23 31846V336	- 5,081.350	.00	5,081.35	- 5,081.35	.00
11/30/2023	Sold 2,054.75 Units Of First Am Govt Ob Fd CI X Trade Date 11/30/23 31846V336	- 2,054.750	.00	2,054.75	- 2,054.75	.00
Total First Am Govt Ob Fd CI X		- 2,819,936.260	.00	2,819,936.26	- 2,819,936.26	.00
Total Cash And Equivalents		- 2,819,936.260	.00	2,819,936.26	- 2,819,936.26	.00

US Government Issues

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/06/2023	Sold 50,000 Par Value Of U S Treasury Bd 3.625% 5/15/53 Trade Date 11/6/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112887451 50,000 Par Value At 81.2461 % 912810TR9	- 50,000.000	.00	40,623.05	- 41,119.14	- 496.09
11/09/2023	Sold 100,000 Par Value Of U S Treasury Bd 3.625% 5/15/53 Trade Date 11/9/23 Sold Through Rbc Capital Markets, LLC Swift External Ref#: 8331302112900240 100,000 Par Value At 81.85938 % 912810TR9	- 100,000.000	.00	81,859.38	- 82,238.28	- 378.90
Total U S Treasury Bd 3.625% 5/15/53		- 150,000.000	.00	122,482.43	- 123,357.42	- 874.99
11/06/2023	Sold 50,000 Par Value Of U S Treasury Bd 4.500% 8/15/43 Trade Date 11/6/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112887447 50,000 Par Value At 92.28906 % 912810TU2	- 50,000.000	.00	46,144.53	- 46,562.50	- 417.97
11/09/2023	Sold 170,000 Par Value Of U S Treasury Bd 4.500% 8/15/43 Trade Date 11/9/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331302112900256 170,000 Par Value At 92.66406471 % 912810TU2	- 170,000.000	.00	157,528.91	- 158,312.50	- 783.59
Total U S Treasury Bd 4.500% 8/15/43		- 220,000.000	.00	203,673.44	- 204,875.00	- 1,201.56

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 200,000 Par Value Of U S Treasury Nt 1.500% 2/15/30 Trade Date 11/3/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8330702112883996 200,000 Par Value At 83.558595 % 912828Z94	- 200,000.000	.00	167,117.19	- 169,875.00	- 2,757.81
Total U S Treasury Nt 1.500% 2/15/30		- 200,000.000	.00	167,117.19	- 169,875.00	- 2,757.81
11/03/2023	Sold 100,000 Par Value Of U S Treasury Nt 1.875% 2/15/32 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112884012 100,000 Par Value At 81.65234 % 91282CDY4	- 100,000.000	.00	81,652.34	- 84,855.47	- 3,203.13
Total U S Treasury Nt 1.875% 2/15/32		- 100,000.000	.00	81,652.34	- 84,855.47	- 3,203.13
11/03/2023	Sold 150,000 Par Value Of U S Treasury Nt 3.125% 11/15/28 Trade Date 11/3/23 Sold Through Rbc Capital Markets, LLC Swift External Ref#: 8330702112884004 150,000 Par Value At 93.70312667 % 9128285M8	- 150,000.000	.00	140,554.69	- 143,308.59	- 2,753.90
Total U S Treasury Nt 3.125% 11/15/28		- 150,000.000	.00	140,554.69	- 143,308.59	- 2,753.90
11/03/2023	Sold 100,000 Par Value Of U S Treasury Nt 3.250% 6/30/29 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112884020 100,000 Par Value At 93.52344 % 91282CEV9	- 100,000.000	.00	93,523.44	- 95,097.66	- 1,574.22

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PARS/CITY OF BREA 115P PEN
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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total U S Treasury Nt 3.250% 6/30/29		- 100,000.000	.00	93,523.44	- 95,097.66	- 1,574.22
11/06/2023	Sold 200,000 Par Value Of U S Treasury Nt 3.375% 5/15/33 Trade Date 11/6/23 Sold Through Bnkofmont,Chbrnch/Cm Swift External Ref#: 8331002112887456 200,000 Par Value At 90.35547 % 91282CHC8	- 200,000.000	.00	180,710.94	- 189,851.56	- 9,140.62
Total U S Treasury Nt 3.375% 5/15/33		- 200,000.000	.00	180,710.94	- 189,851.56	- 9,140.62
11/06/2023	Sold 10,000 Par Value Of U S Treasury Nt 4.000% 8/15/33 Trade Date 11/6/23 Sold Through Wells Fargo Securities, LLC Swift External Ref#: 8331002112888507 10,000 Par Value At 93.8906 % 91282CHT1	- 10,000.000	.00	9,389.06	- 9,469.92	- 80.86
11/06/2023	Sold 275,000 Par Value Of U S Treasury Nt 4.000% 8/15/33 Trade Date 11/6/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8331002112887453 275,000 Par Value At 94.04296727 % 91282CHT1	- 275,000.000	.00	258,618.16	- 260,422.85	- 1,804.69
11/09/2023	Sold 570,000 Par Value Of U S Treasury Nt 4.000% 8/15/33 Trade Date 11/9/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8331302112900248 570,000 Par Value At 94.26562456 % 91282CHT1	- 570,000.000	.00	537,314.06	- 539,785.55	- 2,471.49
Total U S Treasury Nt 4.000% 8/15/33		- 855,000.000	.00	805,321.28	- 809,678.32	- 4,357.04

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 200,000 Par Value Of U S Treasury Nt 4.125% 11/15/32 Trade Date 11/3/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8330702112884028 200,000 Par Value At 96.71875 % 91282CFV8	- 200,000.000	.00	193,437.50	- 200,523.44	- 7,085.94
Total U S Treasury Nt 4.125% 11/15/32		- 200,000.000	.00	193,437.50	- 200,523.44	- 7,085.94
11/06/2023	Sold 230,000 Par Value Of U S Treasury Nt 4.875% 10/31/28 Trade Date 11/6/23 Sold Through Wells Fargo Securities, LLC Swift External Ref#: 8331002112887449 230,000 Par Value At 101.32812609 % 91282CJF9	- 230,000.000	.00	233,054.69	- 233,980.08	- 925.39
11/09/2023	Sold 170,000 Par Value Of U S Treasury Nt 4.875% 10/31/28 Trade Date 11/9/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331302112900264 170,000 Par Value At 101.27734118 % 91282CJF9	- 170,000.000	.00	172,171.48	- 172,941.80	- 770.32
Total U S Treasury Nt 4.875% 10/31/28		- 400,000.000	.00	405,226.17	- 406,921.88	- 1,695.71
11/06/2023	Sold 350,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/6/23 Sold Through Bnkofmont,Chbrnch/Cm Swift External Ref#: 8331002112888433 350,000 Par Value At 100.11328 % 91282CJE2	- 350,000.000	.00	350,396.48	- 351,119.14	- 722.66

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/07/2023	Sold 300,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/7/23 Sold Through Wells Fargo Securities, LLC Swift External Ref#: 8331102112894151 300,000 Par Value At 100.16015667 % 91282CJE2	- 300,000.000	.00	300,480.47	- 300,959.26	- 478.79
11/09/2023	Sold 420,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/9/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8331302112900232 420,000 Par Value At 100.06640714 % 91282CJE2	- 420,000.000	.00	420,278.91	- 421,342.96	- 1,064.05
11/27/2023	Sold 50,000 Par Value Of U S Treasury Nt 5.125% 10/31/25 Trade Date 11/27/23 Sold Through Rbc Capital Markets, LLC Swift External Ref#: 8333102112930051 50,000 Par Value At 100.20312 % 91282CJE2	- 50,000.000	.00	50,101.56	- 50,159.88	- 58.32
Total U S Treasury Nt 5.000% 10/31/25		- 1,120,000.000	.00	1,121,257.42	- 1,123,581.24	- 2,323.82
Total Government Issues		- 3,695,000.000	.00	3,514,956.84	- 3,551,925.58	- 36,968.74
Corporate Issues						
11/03/2023	Sold 200,000 Par Value Of Amgen Inc 2.450% 2/21/30 Trade Date 11/3/23 Sold Through Deutsche Bank Securities, Inc. Swift External Ref#: 8330702112883967 200,000 Par Value At 83.789 % 031162CU2	- 200,000.000	.00	167,578.00	- 201,692.00	- 34,114.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Amgen Inc 2.450% 2/21/30		- 200,000.000	.00	167,578.00	- 201,692.00	- 34,114.00
11/03/2023	Sold 200,000 Par Value Of Bank Ny Mellon Mtn 3.442% 2/07/28 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883937 200,000 Par Value At 93.189 % 06406RAB3	- 200,000.000	.00	186,378.00	- 214,712.00	- 28,334.00
Total Bank Ny Mellon Mtn 3.442% 2/07/28		- 200,000.000	.00	186,378.00	- 214,712.00	- 28,334.00
11/03/2023	Sold 80,000 Par Value Of Bank Of America Mtn 3.194% 7/23/30 Trade Date 11/3/23 Sold Through Rbc Capital Markets, LLC Swift External Ref#: 8330702112883941 80,000 Par Value At 85.951 % 06051GHV4	- 80,000.000	.00	68,760.80	- 88,637.60	- 19,876.80
Total Bank Of America Mtn 3.194% 7/23/30		- 80,000.000	.00	68,760.80	- 88,637.60	- 19,876.80
11/03/2023	Sold 200,000 Par Value Of Capital One 3.800% 1/31/28 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883953 200,000 Par Value At 90.014 % 14040HBW4	- 200,000.000	.00	180,028.00	- 228,776.00	- 48,748.00
Total Capital One 3.800% 1/31/28		- 200,000.000	.00	180,028.00	- 228,776.00	- 48,748.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 200,000 Par Value Of Cigna Corp 4.375% 10/15/28 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883913 200,000 Par Value At 95.18 % 125523AH3	- 200,000.000	.00	190,360.00	- 224,486.00	- 34,126.00
Total Cigna Corp 4.375% 10/15/28		- 200,000.000	.00	190,360.00	- 224,486.00	- 34,126.00
11/03/2023	Sold 100,000 Par Value Of Cvs Health Corp 4.875% 7/20/35 Trade Date 11/3/23 Sold Through Citigroup Global Markets Inc. Swift External Ref#: 8330702112883925 100,000 Par Value At 89.348 % 126650CM0	- 100,000.000	.00	89,348.00	- 98,710.50	- 9,362.50
Total Cvs Health Corp 4.875% 7/20/35		- 100,000.000	.00	89,348.00	- 98,710.50	- 9,362.50
11/03/2023	Sold 100,000 Par Value Of Exxon Mobil Corp 2.709% 3/06/25 Trade Date 11/3/23 Sold Through Rbc Capital Markets, LLC Swift External Ref#: 8330702112883929 100,000 Par Value At 96.749 % 30231GAF9	- 100,000.000	.00	96,749.00	- 102,857.00	- 6,108.00
Total Exxon Mobil Corp 2.709% 3/06/25		- 100,000.000	.00	96,749.00	- 102,857.00	- 6,108.00
11/03/2023	Sold 150,000 Par Value Of Fifth Third Bancorp 2.550% 5/05/27 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883971 150,000 Par Value At 87.605 % 316773DA5	- 150,000.000	.00	131,407.50	- 145,131.00	- 13,723.50

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Fifth Third Bancorp 2.550% 5/05/27		- 150,000.000	.00	131,407.50	- 145,131.00	- 13,723.50
11/03/2023	Sold 200,000 Par Value Of Goldman Sachs Group 3.691% 6/05/28 Trade Date 11/3/23 Sold Through Marketaxess Corporation Swift External Ref#: 8330702112883933 200,000 Par Value At 92.602 % 38141GWL4	- 200,000.000	.00	185,204.00	- 215,860.00	- 30,656.00
Total Goldman Sachs Group 3.691% 6/05/28		- 200,000.000	.00	185,204.00	- 215,860.00	- 30,656.00
11/03/2023	Sold 50,000 Par Value Of Huntington 2.625% 8/06/24 Trade Date 11/3/23 Sold Through Marketaxess Corporation Swift External Ref#: 8330702112883979 50,000 Par Value At 97.031 % 446150AQ7	- 50,000.000	.00	48,515.50	- 50,542.50	- 2,027.00
Total Huntington 2.625% 8/06/24		- 50,000.000	.00	48,515.50	- 50,542.50	- 2,027.00
11/03/2023	Sold 150,000 Par Value Of Intel Corp 5.625% 2/10/43 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112883905 150,000 Par Value At 96.006 % 458140CH1	- 150,000.000	.00	144,009.00	- 152,338.50	- 8,329.50
Total Intel Corp 5.625% 2/10/43		- 150,000.000	.00	144,009.00	- 152,338.50	- 8,329.50

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 100,000 Par Value Of Intercontinental 3.750% 12/01/25 Trade Date 11/3/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8330702112883957 100,000 Par Value At 96.56 % 45866FAD6	- 100,000.000	.00	96,560.00	- 104,231.00	- 7,671.00
Total Intercontinental 3.750% 12/01/25		- 100,000.000	.00	96,560.00	- 104,231.00	- 7,671.00
11/03/2023	Sold 100,000 Par Value Of Kimberly Clark Corp 2.750% 2/15/26 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883945 100,000 Par Value At 94.749 % 494368BU6	- 100,000.000	.00	94,749.00	- 103,111.00	- 8,362.00
Total Kimberly Clark Corp 2.750% 2/15/26		- 100,000.000	.00	94,749.00	- 103,111.00	- 8,362.00
11/03/2023	Sold 150,000 Par Value Of Nike Inc 2.375% 11/01/26 Trade Date 11/3/23 Sold Through Bnp Paribas Securities Bond Swift External Ref#: 8330702112883975 150,000 Par Value At 92.92 % 654106AF0	- 150,000.000	.00	139,380.00	- 144,841.00	- 5,461.00
Total Nike Inc 2.375% 11/01/26		- 150,000.000	.00	139,380.00	- 144,841.00	- 5,461.00
11/03/2023	Sold 75,000 Par Value Of Pepsico Inc 2.750% 4/30/25 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883963 75,000 Par Value At 96.548 % 713448CT3	- 75,000.000	.00	72,411.00	- 73,932.75	- 1,521.75

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Pepsico Inc 2.750% 4/30/25		- 75,000.000	.00	72,411.00	- 73,932.75	- 1,521.75
11/03/2023	Sold 100,000 Par Value Of Pnc Financial 3.500% 1/23/24 Trade Date 11/3/23 Sold Through Marketaxess Corporation Swift External Ref#: 8330702112883987 100,000 Par Value At 99.427 % 693475AV7	- 100,000.000	.00	99,427.00	- 105,422.00	- 5,995.00
Total Pnc Financial 3.500% 1/23/24		- 100,000.000	.00	99,427.00	- 105,422.00	- 5,995.00
11/30/2023	Sold 19,000 Par Value Of Realty Income Corp 4.850% 3/15/30 Trade Date 11/30/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8333402112942676 19,000 Par Value At 96.795 % 756109BR4	- 19,000.000	.00	18,391.05	- 17,826.94	564.11
Total Realty Income Corp 4.850% 3/15/30		- 19,000.000	.00	18,391.05	- 17,826.94	564.11
11/03/2023	Sold 75,000 Par Value Of Sempra Energy 3.400% 2/01/28 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112883949 75,000 Par Value At 91.443 % 816851BG3	- 75,000.000	.00	68,582.25	- 72,821.25	- 4,239.00
Total Sempra Energy 3.400% 2/01/28		- 75,000.000	.00	68,582.25	- 72,821.25	- 4,239.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 100,000 Par Value Of Stryker Corp 3.375% 11/01/25 Trade Date 11/3/23 Sold Through Millennium Advisors, LLC Swift External Ref#: 8330702112883921 100,000 Par Value At 96.081 % 863667AH4	- 100,000.000	.00	96,081.00	- 100,401.00	- 4,320.00
Total Stryker Corp 3.375% 11/01/25		- 100,000.000	.00	96,081.00	- 100,401.00	- 4,320.00
11/30/2023	Sold 18,000 Par Value Of Verizon Comm Inc 4.400% 11/01/34 Trade Date 11/30/23 Sold Through Stifel, Nicolaus & Co.,Inc. Swift External Ref#: 8333402112944058 18,000 Par Value At 91.895 % 92343VCQ5	- 18,000.000	.00	16,541.10	- 15,744.78	796.32
Total Verizon Comm Inc 4.400% 11/01/34		- 18,000.000	.00	16,541.10	- 15,744.78	796.32
11/03/2023	Sold 100,000 Par Value Of Wells Fargo Mtn 3.300% 9/09/24 Trade Date 11/3/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8330702112883983 100,000 Par Value At 97.867 % 94974BGA2	- 100,000.000	.00	97,867.00	- 103,890.00	- 6,023.00
Total Wells Fargo Mtn 3.300% 9/09/24		- 100,000.000	.00	97,867.00	- 103,890.00	- 6,023.00
Total Corporate Issues		- 2,467,000.000	.00	2,288,327.20	- 2,565,964.82	- 277,637.62

Foreign Issues

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/03/2023	Sold 100,000 Par Value Of Enbridge Inc 3.125% 11/15/29 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112883909 100,000 Par Value At 86.56 % 29250NAZ8	- 100,000.000	.00	86,560.00	- 109,497.00	- 22,937.00
Total Enbridge Inc 3.125% 11/15/29		- 100,000.000	.00	86,560.00	- 109,497.00	- 22,937.00
11/03/2023	Sold 100,000 Par Value Of Shell International 2.375% 11/07/29 Trade Date 11/3/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8330702112883917 100,000 Par Value At 85.538 % 822582CD2	- 100,000.000	.00	85,538.00	- 106,414.00	- 20,876.00
Total Shell International 2.375% 11/07/29		- 100,000.000	.00	85,538.00	- 106,414.00	- 20,876.00
Total Foreign Issues		- 200,000.000	.00	172,098.00	- 215,911.00	- 43,813.00
Total Sales And Maturities		- 9,181,936.260	.00	8,795,318.30	- 9,153,737.66	- 358,419.36

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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PENDING TRADES

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Purchases					
11/30/2023	12/04/2023	Purchased 16,000 Par Value Of U S Treasury Nt 4.875% 10/31/30 Trade Date 11/30/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8333402112942716 16,000 Par Value At 103.0546875 % 91282CJG7	16,000.000	16,488.75	- 16,488.75
11/30/2023	12/04/2023	Purchased 5,000 Par Value Of At T Inc 5.400% 2/15/34 Trade Date 11/30/23 Purchased Through Stifel, Nicolaus & Co.,Inc. Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8333402112944097 5,000 Par Value At 99.05 % 00206RMT6	5,000.000	4,952.50	- 4,952.50
Total Purchases			21,000.000	21,441.25	- 21,441.25
Sales					
11/30/2023	12/04/2023	Sold 18,000 Par Value Of Verizon Comm Inc 4.400% 11/01/34 Trade Date 11/30/23 Sold Through Stifel, Nicolaus & Co.,Inc. Sold On The Off-Exchange Transactions - Li Swift External Ref#: 8333402112944058 18,000 Par Value At 91.895 % 92343VCQ5	- 18,000.000	- 15,744.78	16,541.10
11/30/2023	12/04/2023	Sold 19,000 Par Value Of Realty Income Corp 4.850% 3/15/30 Trade Date 11/30/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8333402112942676 19,000 Par Value At 96.795 % 756109BR4	- 19,000.000	- 17,826.94	18,391.05
Total Sales			- 37,000.000	- 33,571.72	34,932.15

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PENDING TRADES (continued)

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Net Trades Pending Settlement			- 16,000.000	- 12,130.47	13,490.90

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BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL			
121 to 180 Days			
Bank Nova Scotia 0.700% 4/15/24	35,000.00	34,367.20	50.05
Bank Of Ny Mtn 0.500% 4/26/24	35,000.00	34,294.75	49.95
Total 121 to 180 Days	70,000.00	68,661.95	100.00
Total	70,000.00	68,661.95	100.00

MATURITY SUMMARY

2023	.00	.00	0.00
2024	175,000.00	170,574.25	4.70
2025	316,000.00	316,859.51	8.73
2026	75,000.00	71,235.00	1.97
2027	151,428.84	142,793.62	3.94
2028	339,000.00	332,502.89	9.16
2029	64,259.39	60,337.66	1.67
2030	36,000.00	34,062.40	0.93
2031	22,000.00	18,108.42	0.49
2032	51,000.00	56,263.58	1.54
2033 - 2037	340,866.63	334,646.61	9.21
2038 - 2042	38,000.00	35,713.34	0.98
2043 - 2047	327,000.00	304,136.41	8.37
2048 - 2052	1,638,101.04	1,487,733.85	40.95
OVER 2052	286,000.00	267,711.62	7.36
Total	3,859,655.90	3,632,679.16	100.00

MOODY'S RATING

Aaa	1,126,000.00	1,090,221.55	30.01
Aa2	24,000.00	18,761.52	0.52
Aa3	44,866.63	41,055.32	1.13
A1	202,000.00	193,661.41	5.33
A2	259,000.00	253,008.32	6.96
A3	110,259.39	106,877.81	2.94

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
Baa1	109,000.00	97,907.09	2.70
Baa2	218,000.00	206,059.56	5.67
Baa3	100,000.00	88,003.35	2.42
Ba1	17,000.00	17,004.59	0.47
N/A	1,649,529.88	1,520,118.64	41.85
Total	3,859,655.90	3,632,679.16	100.00
S&P RATING			
AAA	255,000.00	243,687.10	6.71
AA	24,000.00	18,761.52	0.52
AA-	26,866.63	21,806.84	0.60
A+	85,000.00	84,715.34	2.33
A	192,000.00	188,180.23	5.18
A-	311,428.84	296,628.09	8.17
BBB+	208,259.39	188,866.20	5.20
BBB	178,000.00	170,486.22	4.69
BBB-	107,000.00	100,009.88	2.75
N/A	2,472,101.04	2,319,537.74	63.85
Total	3,859,655.90	3,632,679.16	100.00

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

BOND QUALITY SCHEDULE

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Aaa Bonds						
Bmw Veh Owner Tr 3.440% 12/26/28 05602RAE1 Standard & Poors Rating: AAA	100,000.000	96.4960	96,496.00	95,808.59	687.41	4.21
Ford Cr Aut Own Tr 0.490% 9/15/26 34532NAD7 Standard & Poors Rating: AAA	75,000.000	94.9800	71,235.00	70,822.27	412.73	2.35
Ford Cr Auto Owner 5.980% 6/15/28 345295AF6 Standard & Poors Rating: N/A	45,000.000	100.6510	45,292.95	45,149.41	143.54	5.82
U S Treasury Bd 3.625% 5/15/53 912810TR9 Standard & Poors Rating: N/A	100,000.000	85.3590	85,359.00	82,238.28	3,120.72	4.53
U S Treasury Bd 4.000% 8/15/53 912810TT5 Standard & Poors Rating: N/A	25,000.000	93.5160	23,379.00	22,249.02	1,129.98	4.39
U S Treasury Bd 4.500% 8/15/43 912810TU2 Standard & Poors Rating: N/A	280,000.000	95.5780	267,618.40	260,750.00	6,868.40	4.85
U S Treasury Nt 4.000% 8/15/33 91282CHT1 Standard & Poors Rating: N/A	45,000.000	96.1720	43,277.40	42,614.65	662.75	4.49
U S Treasury Nt 4.750% 11/15/33 91282CJJ1 Standard & Poors Rating: N/A	60,000.000	101.2340	60,740.40	60,089.07	651.33	4.59
U S Treasury Nt 4.875% 10/31/30 91282CJG7 Standard & Poors Rating: N/A	16,000.000	103.0000	16,480.00	16,488.75	- 8.75	4.37

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
U S Treasury Nt 5.000% 10/31/25 91282CJE2 Standard & Poors Rating: N/A	280,000.000	100.4530	281,268.40	280,895.32	373.08	4.75
World Omni Aut Lea 5.570% 7/17/28 981944AE1 Standard & Poors Rating: N/A	100,000.000	99.0750	99,075.00	98,414.06	660.94	5.80
Total Aaa Bonds			1,090,221.55	1,075,519.42	14,702.13	
Aa2 Bonds						
Berkshire Hathaway 3.850% 3/15/52 Next Call Date 09/15/2051 084664DB4 Standard & Poors Rating: AA	24,000.000	78.1730	18,761.52	17,598.96	1,162.56	5.36
Aa3 Bonds						
Fedex 2020 1 Class 1.875% 2/20/34 314353AA1 Standard & Poors Rating: AA-	26,866.630	81.1670	21,806.84	21,195.35	611.49	4.16
Southern Ca Gas Co 6.350% 11/15/52 Next Call Date 05/15/2052 842434CX8 Standard & Poors Rating: A+	18,000.000	106.9360	19,248.48	18,101.52	1,146.96	5.85
Total Aa3 Bonds			41,055.32	39,296.87	1,758.45	
A1 Bonds						
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A-	20,000.000	87.9120	17,582.40	22,159.40	- 4,577.00	5.38

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PARS/CITY OF BREA 115P PEN
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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Bank Of Ny Mtn 0.500% 4/26/24 Next Call Date 03/26/2024 06406RAS6 Standard & Poors Rating: A	35,000.000	97.9850	34,294.75	34,203.05	91.70	5.58
Commonwealth Edison 5.875% 2/01/33 202795HG8 Standard & Poors Rating: A	20,000.000	101.5530	20,310.60	20,078.40	232.20	5.65
Hormel Foods Corp 0.650% 6/03/24 440452AG5 Standard & Poors Rating: A-	35,000.000	97.5640	34,147.40	34,012.65	134.75	5.58
Mizuho Financial 2.555% 9/13/25 Next Call Date 09/13/2024 60687YAZ2 Standard & Poors Rating: A-	18,000.000	97.3730	17,527.14	17,473.14	54.00	4.09
Pfizer Investment 5.300% 5/19/53 Next Call Date 11/19/2052 716973AG7 Standard & Poors Rating: A+	14,000.000	97.5040	13,650.56	12,766.32	884.24	5.47
Public Service Co 5.250% 4/01/53 Next Call Date 10/01/2052 744448CY5 Standard & Poors Rating: A	20,000.000	92.2070	18,441.40	17,455.40	986.00	5.81
Royal Bk Cda Mtn 5.200% 8/01/28 78016HZS2 Standard & Poors Rating: A	18,000.000	99.6480	17,936.64	17,579.88	356.76	5.34
Wells Fargo Co Mtn 2.393% 6/02/28 Next Call Date 06/02/2027 95000U2S1 Standard & Poors Rating: BBB+	22,000.000	89.8660	19,770.52	19,447.12	323.40	4.93
Total A1 Bonds			193,661.41	195,175.36	- 1,513.95	

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PARS/CITY OF BREA 115P PEN
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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
A2 Bonds						
Bank Nova Scotia 0.700% 4/15/24 0641593X2 Standard & Poors Rating: A-	35,000.000	98.1920	34,367.20	34,229.30	137.90	5.62
Entergy LLC 5.000% 9/01/33 Next Call Date 06/01/2033 29366WAD8 Standard & Poors Rating: A	21,000.000	96.4510	20,254.71	19,642.35	612.36	5.47
Goldman Sachs 1.948% 10/21/27 Next Call Date 10/21/2026 38141GYM0 Standard & Poors Rating: BBB+	22,000.000	89.7990	19,755.78	19,460.54	295.24	4.86
Idaho Pwr Co 5.800% 4/01/54 Next Call Date 10/01/2053 45138LBJ1 Standard & Poors Rating: A-	19,000.000	99.3630	18,878.97	17,849.55	1,029.42	5.84
Nevada Power Co 6.000% 3/15/54 Next Call Date 09/15/2053 641423CG1 Standard & Poors Rating: A	19,000.000	101.5160	19,288.04	18,213.59	1,074.45	5.89
Northern Tr Corp 6.125% 11/02/32 Next Call Date 08/02/2032 665859AX2 Standard & Poors Rating: A	20,000.000	103.0550	20,611.00	19,867.80	743.20	5.68
Philip Morris Intl 5.375% 2/15/33 Next Call Date 11/15/2032 718172DB2 Standard & Poors Rating: A-	15,000.000	98.4760	14,771.40	14,239.20	532.20	5.59
Public Storage 5.350% 8/01/53 Next Call Date 02/01/2053 74460WAH0 Standard & Poors Rating: A	20,000.000	96.1710	19,234.20	17,968.40	1,265.80	5.62

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PARS/CITY OF BREA 115P PEN
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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Salesforce Com Inc 0.625% 7/15/24 79466LAG9 Standard & Poors Rating: A+	35,000.000	97.0680	33,973.80	33,838.00	135.80	5.46
Schwab Charles Corp 6.196% 11/17/29 Next Call Date 11/17/2028 808513CJ2 Standard & Poors Rating: A-	15,000.000	101.5030	15,225.45	15,000.00	225.45	5.89
Southern Calif 5.875% 12/01/53 Next Call Date 06/01/2053 842400HX4 Standard & Poors Rating: A-	19,000.000	99.1520	18,838.88	17,553.91	1,284.97	5.94
Westar Energy Inc 3.100% 4/01/27 Next Call Date 01/01/2027 95709TAP5 Standard & Poors Rating: A	19,000.000	93.7310	17,808.89	17,681.21	127.68	5.17
Total A2 Bonds			253,008.32	245,543.85	7,464.47	
A3 Bonds						
American Honda Mtn 5.125% 7/07/28 02665WEM9 Standard & Poors Rating: A-	18,000.000	100.3170	18,057.06	17,759.88	297.18	5.05
Consolidated Edison 5.700% 12/01/36 209111EQ2 Standard & Poors Rating: A-	11,000.000	98.5660	10,842.26	10,346.93	495.33	5.86
Delta Air Lines 5.000% 12/10/29 247361ZW1 Standard & Poors Rating: BBB+	34,259.390	87.0550	29,824.51	29,634.38	190.13	7.73
Intuit Sr Nt 5.500% 9/15/53 Next Call Date 03/15/2053 46124HAH9 Standard & Poors Rating: A-	19,000.000	102.6100	19,495.90	18,034.23	1,461.67	5.32

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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Marsh McLennan Cos 5.700% 9/15/53 Next Call Date 03/15/2053 571748BV3 Standard & Poors Rating: A-	18,000.000	101.8110	18,325.98	17,295.66	1,030.32	5.57
Simon Ppty Group L P 6.250% 1/15/34 Next Call Date 10/15/2033 828807DW4 Standard & Poors Rating: A-	10,000.000	103.3210	10,332.10	9,901.40	430.70	5.81
Total A3 Bonds			106,877.81	102,972.48	3,905.33	
Baa1 Bonds						
Amgen Inc 5.650% 3/02/53 Next Call Date 09/02/2052 031162DT4 Standard & Poors Rating: BBB+	13,000.000	98.6130	12,819.69	11,941.41	878.28	5.75
Capital One Finl 5.817% 2/01/34 Next Call Date 02/01/2033 14040HCY9 Standard & Poors Rating: BBB	16,000.000	93.7890	15,006.24	14,411.52	594.72	6.67
Electronic Arts Inc 2.950% 2/15/51 Next Call Date 08/15/2050 285512AF6 Standard & Poors Rating: BBB+	29,000.000	64.8650	18,810.85	17,405.51	1,405.34	5.44
Nextera Energy Cap 6.051% 3/01/25 65339KBP4 Standard & Poors Rating: BBB+	18,000.000	100.3554	18,063.97	18,018.18	45.79	5.76
Suncor Energy Inc 5.950% 12/01/34 867229AD8 Standard & Poors Rating: BBB	18,000.000	99.5480	17,918.64	17,308.80	609.84	6.01



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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Sysco Corp 5.750% 1/17/29 Next Call Date 12/17/2028 871829BS5 Standard & Poors Rating: BBB	15,000.000	101.9180	15,287.70	14,970.00	317.70	5.31
Total Baa1 Bonds			97,907.09	94,055.42	3,851.67	
Baa2 Bonds						
At T Inc 5.400% 2/15/34 00206RMT6 Standard & Poors Rating: BBB	24,000.000	98.8430	23,722.32	22,920.23	802.09	5.55
Black Hills Corp 1.037% 8/23/24 092113AU3 Standard & Poors Rating: BBB+	35,000.000	96.5460	33,791.10	33,628.35	162.75	5.94
Citigroup Inc Sub 6.174% 5/25/34 Next Call Date 05/25/2033 17327CAR4 Standard & Poors Rating: BBB	20,000.000	99.2320	19,846.40	19,087.20	759.20	6.28
Cvs Caremark 6.125% 9/15/39 126650BR0 Standard & Poors Rating: BBB	5,000.000	100.8630	5,043.15	5,017.55	25.60	6.04
Cvs Health Corp 5.050% 3/25/48 Next Call Date 09/25/2047 126650CZ1 Standard & Poors Rating: BBB	17,000.000	87.6630	14,902.71	13,872.00	1,030.71	6.02
Essential Utils Inc 3.351% 4/15/50 Next Call Date 10/15/2049 29670GAE2 Standard & Poors Rating: A-	29,000.000	65.3900	18,963.10	17,855.88	1,107.22	5.97

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Extra Space Storage 5.700% 4/01/28 Next Call Date 03/01/2028 30225VAJ6 Standard & Poors Rating: BBB+	18,000.000	100.1790	18,032.22	17,742.42	289.80	5.65
Motorola Solutions 2.750% 5/24/31 Next Call Date 02/24/2031 620076BU2 Standard & Poors Rating: BBB-	22,000.000	82.3110	18,108.42	17,486.48	621.94	5.69
Quest Diagnostics 6.400% 11/30/33 Next Call Date 08/30/2033 74834LBD1 Standard & Poors Rating: BBB+	17,000.000	105.8680	17,997.56	17,315.18	682.38	5.62
Sprint Capital Corp 8.750% 3/15/32 852060AT9 Standard & Poors Rating: BBB-	15,000.000	119.5100	17,926.50	17,275.05	651.45	5.76
Weyerhaeuser Co 7.375% 3/15/32 962166BR4 Standard & Poors Rating: BBB	16,000.000	110.7880	17,726.08	17,236.48	489.60	5.72
Total Baa2 Bonds			206,059.56	199,436.82	6,622.74	
Baa3 Bonds						
Discovery 5.200% 9/20/47 Next Call Date 03/20/2047 25470DAT6 Standard & Poors Rating: BBB-	19,000.000	80.8470	15,360.93	14,254.56	1,106.37	6.84
Energy Transfer L P 6.550% 12/01/33 Next Call Date 09/01/2033 29273VAU4 Standard & Poors Rating: BBB	19,000.000	104.6100	19,875.90	19,229.52	646.38	5.93

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800

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BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Mattel Inc 5.450% 11/01/41 Next Call Date 05/01/2041 577081AW2 Standard & Poors Rating: BBB-	16,000.000	85.4100	13,665.60	12,916.16	749.44	6.88
Ovintiv Inc 6.250% 7/15/33 Next Call Date 04/15/2033 69047QAC6 Standard & Poors Rating: BBB-	18,000.000	99.6880	17,943.84	17,490.42	453.42	6.29
Plains All Amer Pipe 4.300% 1/31/43 Next Call Date 07/31/2042 72650RBC5 Standard & Poors Rating: BBB	28,000.000	75.5610	21,157.08	19,544.00	1,613.08	6.56
Total Baa3 Bonds			88,003.35	83,434.66	4,568.69	
Ba1 Bonds						
Time Warner Cabl 7.300% 7/01/38 88732JAN8 Standard & Poors Rating: BBB-	17,000.000	100.0270	17,004.59	16,402.11	602.48	7.30
N/A Bonds						
F H L M C #Sd8237 4.000% 7/01/52 3132DWEJ8 Standard & Poors Rating: N/A	421,685.490	90.8460	383,084.40	374,838.86	8,245.54	4.58
F H L M C #Sd8288 5.000% 12/01/52 3132DWF57 Standard & Poors Rating: N/A	379,392.200	96.2480	365,157.40	358,644.19	6,513.21	5.25
F N M A #Ma4838 3.500% 11/01/52 31418ELU2 Standard & Poors Rating: N/A	431,100.410	87.7250	378,182.83	369,399.17	8,783.66	4.24

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PARS/CITY OF BREA 115P PEN
 ACCOUNT 6746050800

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
F N M A #Ma4867 4.500% 12/01/52 31418EMR8 Standard & Poors Rating: N/A	288,922.940	93.6660	270,622.56	265,222.23	5,400.33	4.91
Gm Fin Atmbl Lease 5.160% 1/20/27 362541AE4 Standard & Poors Rating: AAA	30,000.000	99.2070	29,762.10	29,630.86	131.24	5.44
Ssm Health Care Corp 4.894% 6/01/28 Next Call Date 03/01/2028 784710AC9 Standard & Poors Rating: A+	18,000.000	99.1250	17,842.50	17,646.48	196.02	5.11
Toyota Auto Rec 1.020% 3/15/27 89238JAD7 Standard & Poors Rating: AAA	50,000.000	92.3880	46,194.00	45,835.94	358.06	3.47
United Airlines 4.300% 2/15/27 909319AA3 Standard & Poors Rating: A-	30,428.840	96.2010	29,272.85	28,936.00	336.85	5.61
Total N/A Bonds			1,520,118.64	1,490,153.73	29,964.91	
GRAND TOTAL			3,632,679.16	3,559,589.68	73,089.48	

Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.

Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.

Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.

Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

Amortization - The decrease in value of a premium bond until maturity.

Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

Cash - Cash activity that includes both income and principal cash categories.

Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

Market Value - The price per unit multiplied by the number of units.

Maturity Date - The date on which an obligation or note matures.

Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.

Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.

Trade Date - The date a trade is legally entered into.

Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.

Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.



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U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

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CITY OF BREAA
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BREAA, CA 92821





Brea CFD 2008 2 17 Reserve Fund - Account #10600

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

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

Custodian

Bank of New York Mellon Trust Company
Jane Thang
(213) 553-4343

CHANDLER ASSET MANAGEMENT
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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.



Account #10600

As of November 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.14
Average Coupon	1.95%
Average Purchase YTM	2.67%
Average Market YTM	4.72%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.26 yrs
Average Life	2.26 yrs

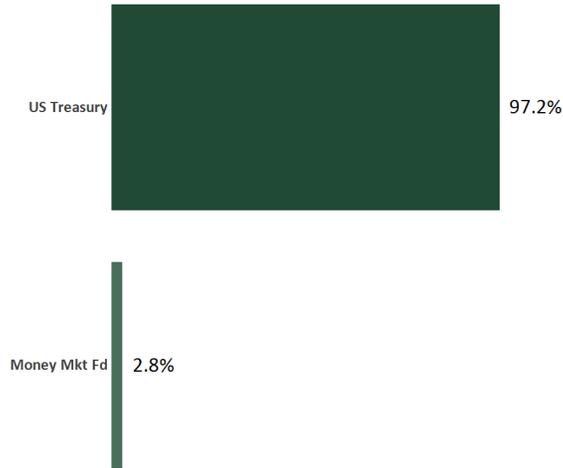
ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value	660,707	673,817
Accrued Interest	5,754	1,518
Total Market Value	666,461	675,335
Income Earned	1,574	1,532
Cont/WD		0
Par	708,371	713,731
Book Value	690,984	696,752
Cost Value	690,717	696,076

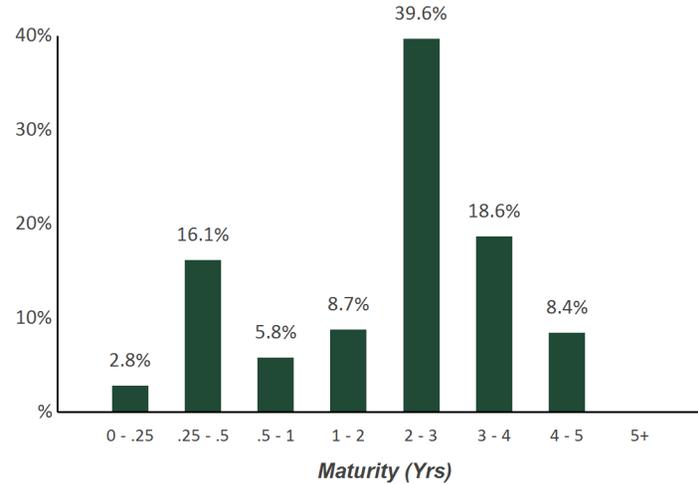
TOP ISSUERS

Government of United States	97.2%
Invesco Treasury Portfolio MMF	2.8%
Total	100.0%

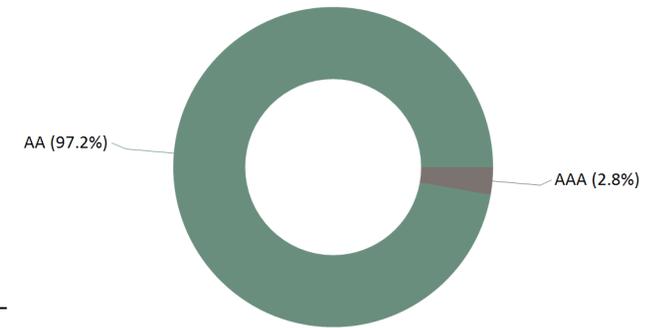
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	1.33%	1.22%	3.59%	3.74%	0.07%	-0.12%	1.73%	N/A	1.73%
ICE BofA 3-5 Yr US Treasury & Agency Index	2.21%	1.07%	2.27%	2.11%	-3.08%	-2.56%	0.93%	N/A	0.97%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$690,983.94
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$5,359.74	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$5,359.74
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
Amortization/Accretion		
+/- Net Accretion	\$408.40	
		\$408.40
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$696,752.08

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$13,371.06
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$5,300.01	
Dividend Received	\$59.73	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$5,359.74	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$18,730.80

Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
825252109	Invesco Treasury MMFD Private Class	18,730.80	Various 4.97%	18,730.80 18,730.80	1.00 4.97%	18,730.80 0.00	2.77% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		18,730.80	4.97%	18,730.80	4.97%	18,730.80 0.00	2.77% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 110,313.25	98.74 5.31%	108,612.13 120.88	16.10% (1,701.12)	Aaa / AA+ AA+	0.46 0.45
912828G38	US Treasury Note 2.25% Due 11/15/2024	40,000.00	03/15/2022 2.01%	40,251.56 40,090.30	97.23 5.25%	38,890.64 39.56	5.76% (1,199.66)	Aaa / AA+ AA+	0.96 0.93
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	60,000.00	07/05/2023 5.01%	57,658.59 58,146.66	97.02 4.91%	58,211.70 796.52	8.74% 65.04	Aaa / AA+ AA+	1.54 1.46
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,994.38	91.64 4.63%	105,386.69 180.47	15.63% (9,607.69)	Aaa / AA+ AA+	2.09 2.03
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	60,000.00	01/19/2022 1.53%	57,309.38 58,552.33	91.30 4.64%	54,780.48 75.20	8.12% (3,771.85)	Aaa / AA+ AA+	2.17 2.11
912828R36	US Treasury Note 1.625% Due 5/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,087.95	93.25 4.56%	51,285.36 39.29	7.60% (3,802.59)	Aaa / AA+ AA+	2.46 2.36
912828U24	US Treasury Note 2% Due 11/15/2026	60,000.00	07/05/2023 4.52%	55,328.91 55,891.88	93.25 4.46%	55,947.66 52.75	8.29% 55.78	Aaa / AA+ AA+	2.96 2.82
912828X88	US Treasury Note 2.375% Due 5/15/2027	75,000.00	06/28/2022 3.30%	71,906.25 72,809.53	93.50 4.42%	70,125.00 78.30	10.40% (2,684.53)	Aaa / AA+ AA+	3.46 3.26
9128283F5	US Treasury Note 2.25% Due 11/15/2027	60,000.00	07/05/2023 4.35%	55,035.94 55,497.13	92.36 4.37%	55,413.30 59.34	8.21% (83.83)	Aaa / AA+ AA+	3.96 3.72
9128284N7	US Treasury Note 2.875% Due 5/15/2028	60,000.00	07/05/2023 4.28%	56,332.03 56,637.87	94.05 4.36%	56,432.82 75.82	8.37% (205.05)	Aaa / AA+ AA+	4.46 4.11
Total US Treasury		695,000.00	2.61%	677,345.51 678,021.28	4.72%	655,085.78 1,518.13	97.23% (22,935.50)	Aaa / AA+ AA+	2.32 2.20
TOTAL PORTFOLIO		713,730.80	2.67%	696,076.31 696,752.08	4.72%	673,816.58 1,518.13	100.00% (22,935.50)	Aaa / AA+ AA+	2.26 2.14
TOTAL MARKET VALUE PLUS ACCRUED						675,334.71			

Transaction Ledger

As of November 30, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/02/2023	825252109	59.73	Invesco Treasury MMFD Private Class	1.000	4.97%	59.73	0.00	59.73	0.00
Purchase	11/15/2023	825252109	5,300.01	Invesco Treasury MMFD Private Class	1.000	4.97%	5,300.01	0.00	5,300.01	0.00
Subtotal			5,359.74				5,359.74	0.00	5,359.74	0.00
TOTAL ACQUISITIONS			5,359.74				5,359.74	0.00	5,359.74	0.00
OTHER TRANSACTIONS										
Interest	11/15/2023	9128283F5	60,000.00	US Treasury Note 2.25% Due 11/15/2027	0.000		675.00	0.00	675.00	0.00
Interest	11/15/2023	9128284N7	60,000.00	US Treasury Note 2.875% Due 5/15/2028	0.000		862.50	0.00	862.50	0.00
Interest	11/15/2023	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.000		450.00	0.00	450.00	0.00
Interest	11/15/2023	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		446.88	0.00	446.88	0.00
Interest	11/15/2023	912828U24	60,000.00	US Treasury Note 2% Due 11/15/2026	0.000		600.00	0.00	600.00	0.00
Interest	11/15/2023	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.000		1,375.00	0.00	1,375.00	0.00
Interest	11/15/2023	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.000		890.63	0.00	890.63	0.00
Subtotal			460,000.00				5,300.01	0.00	5,300.01	0.00
Dividend	11/02/2023	825252109	13,371.06	Invesco Treasury MMFD Private Class	0.000		59.73	0.00	59.73	0.00
Subtotal			13,371.06				59.73	0.00	59.73	0.00
TOTAL OTHER TRANSACTIONS			473,371.06				5,359.74	0.00	5,359.74	0.00



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
9128283F5	US Treasury Note 2.25% Due 11/15/2027	07/05/2023 07/06/2023 60,000.00	55,403.65 0.00 0.00 55,497.13	623.64 675.00 59.34 110.70	93.48 0.00 93.48 204.18	204.18
9128284N7	US Treasury Note 2.875% Due 05/15/2028	07/05/2023 07/06/2023 60,000.00	56,575.87 0.00 0.00 56,637.87	796.88 862.50 75.82 141.44	62.00 0.00 62.00 203.44	203.44
912828G38	US Treasury Note 2.25% Due 11/15/2024	03/15/2022 03/16/2022 40,000.00	40,098.04 0.00 0.00 40,090.30	415.76 450.00 39.56 73.80	0.00 7.74 (7.74) 66.06	66.06
912828R36	US Treasury Note 1.625% Due 05/15/2026	01/19/2022 01/20/2022 55,000.00	55,090.89 0.00 0.00 55,087.95	412.87 446.88 39.29 73.30	0.00 2.94 (2.94) 70.36	70.36
912828U24	US Treasury Note 2% Due 11/15/2026	07/05/2023 07/06/2023 60,000.00	55,777.76 0.00 0.00 55,891.88	554.35 600.00 52.75 98.40	114.12 0.00 114.12 212.52	212.52
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	06/18/2019 06/19/2019 110,000.00	110,369.87 0.00 0.00 110,313.25	1,270.38 1,375.00 120.88 225.50	0.00 56.62 (56.62) 168.88	168.88
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/28/2022 06/29/2022 75,000.00	72,757.42 0.00 0.00 72,809.53	822.86 890.63 78.30 146.07	52.11 0.00 52.11 198.18	198.18
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,994.16 0.00 0.00 114,994.38	145.31 0.00 180.47 35.16	0.22 0.00 0.22 35.38	35.38
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	01/19/2022 01/20/2022 60,000.00	58,497.49 0.00 0.00 58,552.33	56.86 0.00 75.20 18.34	54.84 0.00 54.84 73.18	73.18

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEU1	US Treasury Note 2.875% Due 06/15/2025	07/05/2023 07/06/2023 60,000.00	58,047.73 0.00 0.00 58,146.66	655.12 0.00 796.52 141.40	98.93 0.00 98.93 240.33	240.33
			677,612.88	5,754.03	475.70	
			0.00	5,300.01	67.30	
			0.00	1,518.13	408.40	
Total Fixed Income		695,000.00	678,021.28	1,064.11	1,472.51	1,472.51
CASH & EQUIVALENT						
825252109	Invesco Treasury MMFD Private Class	Various Various 18,730.80	13,371.06 5,359.74 0.00 18,730.80	0.00 59.73 0.00 59.73	0.00 0.00 0.00 59.73	59.73
			13,371.06	0.00	0.00	
			5,359.74	59.73	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		18,730.80	18,730.80	59.73	59.73	59.73
			690,983.94	5,754.03	475.70	
			5,359.74	5,359.74	67.30	
			0.00	1,518.13	408.40	
TOTAL PORTFOLIO		713,730.80	696,752.08	1,123.84	1,532.24	1,532.24

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Interest	91282CEU1	60,000.00	US Treasury Note 2.875% Due 6/15/2025	0.00	862.50	862.50
12/31/2023	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
DEC 2023					0.00	1,078.13	1,078.13
01/31/2024	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JAN 2024					0.00	112.50	112.50
05/15/2024	Interest	9128283F5	60,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	675.00	675.00
05/15/2024	Interest	9128284N7	60,000.00	US Treasury Note 2.875% Due 5/15/2028	0.00	862.50	862.50
05/15/2024	Interest	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.00	450.00	450.00
05/15/2024	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
05/15/2024	Interest	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
05/15/2024	Interest	912828U24	60,000.00	US Treasury Note 2% Due 11/15/2026	0.00	600.00	600.00
05/15/2024	Maturity	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	110,000.00	1,375.00	111,375.00
MAY 2024					110,000.00	5,300.01	115,300.01
06/15/2024	Interest	91282CEU1	60,000.00	US Treasury Note 2.875% Due 6/15/2025	0.00	862.50	862.50
06/30/2024	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
JUN 2024					0.00	1,078.13	1,078.13
07/31/2024	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JUL 2024					0.00	112.50	112.50
11/15/2024	Interest	9128284N7	60,000.00	US Treasury Note 2.875% Due 5/15/2028	0.00	862.50	862.50

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2024	Interest	9128283F5	60,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	675.00	675.00
11/15/2024	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
11/15/2024	Interest	912828U24	60,000.00	US Treasury Note 2% Due 11/15/2026	0.00	600.00	600.00
11/15/2024	Interest	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
11/15/2024	Maturity	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	40,000.00	450.00	40,450.00
NOV 2024					40,000.00	3,925.01	43,925.01
TOTAL					150,000.00	11,606.28	161,606.28



Account #10600

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.

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

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

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

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

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

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



Account #10600

Benchmark Index	Disclosure
ICE BofA 3-5 Yr US Treasury & Agency Index	The ICE BofA 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended November 30, 2023

Meeting	Agenda Group
Tuesday, December 19, 2023, 7:00 PM	CITY/SUCCESSOR AGENCY - CONSENT Item: 8B
TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the Successor Agency's investment activities for the month of September. Funds received by the Successor Agency are typically spent within three to six months and are therefore not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditure needs.

Attachment A includes an Investment Information Summary and a Monthly Account Statement prepared by Chandler Asset Management (Chandler) for the funds invested on behalf of the Successor Agency. As of November 30, 2023, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$19,787 in comparison to \$19,725 at October 31, 2023. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) investment accounts related to its various bond reserve accounts, which are managed by Chandler and held by the Agency's third-party custodian, The Bank of New York Mellon Trust Company, N.A. (BNY), as required. BNY acts as an agent of the Successor Agency and all securities are held in the name of the Successor Agency. Attachment A includes a portfolio report from Chandler for each bond reserve account that is invested. As of November 30, 2023, the market value of these funds, including short-term cash and accrued interest was \$320,908 as compared to \$319,541 as of October 31, 2023.

FISCAL IMPACT/SUMMARY

During the month of October, the total value of the Successor Agency's investment portfolio increased by \$62 and the total value of restricted investments increased by \$1,367 due to market rate adjustments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager, Revenue

Concurrence: Kristin Griffith, Director of Administrative Services and Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A.pdf

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
November 30, 2023

		Book Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 346,382.16	\$ 346,382.16
Local Agency Investment Fund	LAIF	\$ 19,633.87	\$ 19,787.61
<u>Fiscal Agent Cash & Investments</u>			
2004 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$ -
2010 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$ -
2013 Tax Allocation Bonds	Chandler/BNY	\$ 199,795.87	\$ 199,795.87
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 38,242.06	\$ 38,242.06
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 82,870.56	\$ 82,870.56
Sub-total - Fiscal Agent Cash & Investments		\$ 320,908.49	\$ 320,908.49
Grand Total		\$ 686,924.52	\$ 687,078.26

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
November 30, 2023

Fiscal Agent Cash & Investments Detail	Book Value	Market Value
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 199,795.87	\$ 199,795.87
Sub-total	\$ 199,795.87	\$ 199,795.87
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 38,242.06	\$ 38,242.06
Sub-total	\$ 38,242.06	\$ 38,242.06
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 82,870.56	\$ 82,870.56
Sub-total	\$ 82,870.56	\$ 82,870.56
Report Grand Total	\$ 320,908.49	\$ 320,908.49



Successor Agency to the Brea RDA LAIF - Account #10166

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.87%
Average Purchase YTM	3.87%
Average Market YTM	3.87%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 10/31/23	End Values as of 11/30/23
Market Value	19,664	19,664
Accrued Interest	62	124
Total Market Value	19,726	19,788
Income Earned	72	62
Cont/WD		0
Par	19,664	19,664
Book Value	19,664	19,664
Cost Value	19,664	19,664

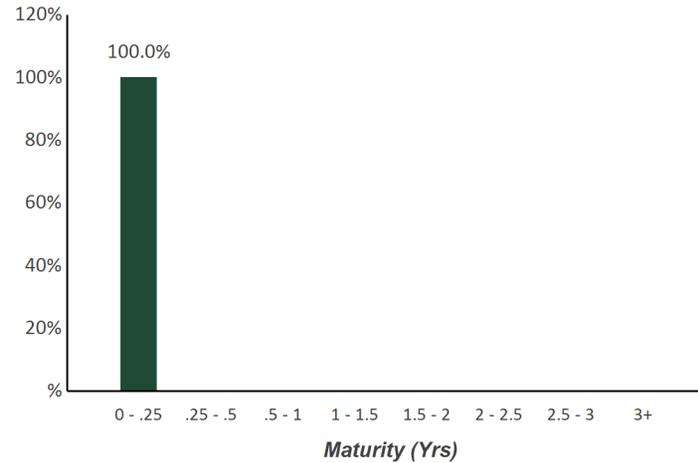
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

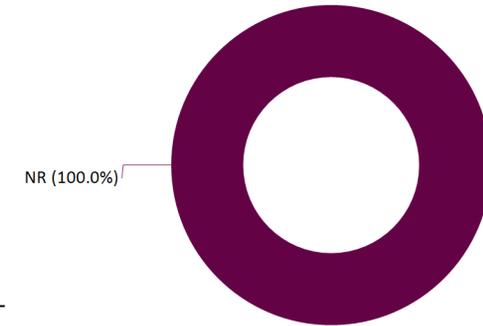
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of November 30, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	19,663.87	Various 3.87%	19,663.87 19,663.87	1.00 3.87%	19,663.87 123.74	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		19,663.87	3.87%	19,663.87 19,663.87	3.87%	19,663.87 123.74	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		19,663.87	3.87%	19,663.87 19,663.87	3.87%	19,663.87 123.74	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						19,787.61			

Income Earned

As of November 30, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 19,663.87	19,663.87 0.00 0.00 19,663.87	61.63 0.00 123.74 62.11	0.00 0.00 0.00 62.11	62.11
Total Local Agency Investment Fund			19,663.87	62.11	62.11	62.11
TOTAL PORTFOLIO			19,663.87	62.11	62.11	62.11

Cash Flow Report

As of November 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF\$00	1,197,211.45	Local Agency Investment Fund State Pool	0.00	121.86	121.86
JAN 2024					0.00	121.86	121.86
TOTAL					0.00	121.86	121.86



Account #10166

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

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

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

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

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