



AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
October 24, 2022
7:00 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

PUBLIC PARTICIPATION

Members of the public can participate in this meeting as follows:

1. Attend In-Person. First-come, first-served seating is available in the Council Chambers. Face coverings are strongly recommended and all in-person attendees must be free of any symptoms associated with COVID-19.
2. Attend Virtually via Webinar. This option provides the ability to provide live public comments during Oral Communications or Public Hearings and view slideshow presentations. Please register at <https://attendee.gotowebinar.com/register/480905921814352656> to receive an email containing a link to join the webinar. Advance registration is recommended.
3. Watch the Meeting. The City Council meeting can be viewed live on Spectrum Cable Channel 36 or on the City's website at www.cypressca.org/watchlive.
4. Listen to the Meeting. The public may participate via the listen-only teleconference mode by calling (415) 655-0060 and entering Access Code 667-817-913 when prompted. No registration or audio pin is necessary.
5. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on October 24, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER

7:00 P.M.

Council Chambers

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

PLEDGE OF ALLEGIANCE

INVOCATION Neighborhood Church

The City Council does not endorse the content of the invocation and does not endorse the invitational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invitational speakers. The City Council's policy on invocations is available from the City Clerk.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION

City Manager/City Attorney

PRESENTATIONS

Recognition of Special Needs Sports Leaders

Law Enforcement Records and Support Personnel Day Proclamation

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.



= Hand Raise



= Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on October 24, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

1. Receive and File Public Comments Submitted for the October 24, 2022 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

2. Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

3. Approve Minutes - Meeting of October 10, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

4. Approve First Reading of Ordinances Adopting the 2022 Model Building, Electrical, Plumbing, and Fire Codes, with City Amendments

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve the first reading, by titles only, of Ordinances adopting the 2022 model Building, Electrical, Plumbing, and Fire Codes, with City amendments.

5. Adopt a Resolution Approving a One-Time Retention Stimulus Payment to Full-Time Employees in the Cypress Employees' Association, Maintenance Employees' Association and Police Management Association

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation:

1. Adopt a Resolution approving a one-time retention stimulus payment of \$1,000 to eligible employees in the Cypress Employees' Association, Maintenance Employees' Association, and Police Management Association, and

2. Authorize the appropriation of \$41,700 in the City's General Fund and \$7,900 in the Cypress Recreation and Park District's General Fund using available FY 2021-22 salary savings to fund the one-time retention stimulus payments.

6. Adopt a Resolution Updating the Public Works Contract Award Thresholds

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution updating the Public Works contract award thresholds.

7. Approve Plans and Specifications for Senior Center Interior Improvements, Project 290

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve Plans and Specifications for Senior Center Interior Improvements, Project 290.

8. Approve an Agreement for On-Call Affordable Housing Consulting Services

Prepared by: Alicia Velasco, Planning Director

Recommendation: Approve an agreement with RSG, Inc. for on-call affordable housing consulting services.

9. Approve the Revised Award of Purchase for One Replacement Police Vehicle

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Authorize the revised award of purchase for one replacement police vehicle, including partial upfitting, for \$72,480.56 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and

2. Authorize an appropriation increase in the amount of \$11,421.

10. Approve an Update to the Fiscal Strategies

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve an update to the Fiscal Strategies to establish annual discretionary payments to CalPERS using a portion of available year-end operating surpluses.

11. Award Contracts for Oak Knoll Park Parking Lot Resurfacing, Project 332

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for the Oak Knoll Park Parking Lot Resurfacing, Project 332; and

2. Award a contract to J B Bostick Company, Anaheim, CA, for \$53,000, and authorize a contingency of \$7,950; and

3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$16,550, and authorize a contingency of \$1,700.

12. Certify a Special Assessment Against 8121 Gay Street for the Collection of Nuisance Abatement Costs

Prepared by: Alicia Velasco, Planning Director

Recommendation: Adopt a Resolution certifying a special assessment against 8121 Gay Street (APN: 262-031-41) for collection of delinquent city nuisance abatement costs.

13. Approve the Urban Area Security Initiative Sub-Recipient Agreement with the City of Santa Ana

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Approve the Fiscal Year 2021 Urban Area Security Initiative (UASI) Sub-Recipient Agreement with the City of Santa Ana; and
2. Authorize the City Manager to execute all UASI related documents.

14. Proclaim November 8, 2022 as Law Enforcement Records and Support Personnel Day

Prepared by: Alisha Farnell, City Clerk

Recommendation: Proclaim November 8, 2022 as Law Enforcement Records and Support Personnel Day.

15. Receive and File the Investment Report for the Month Ended September 30, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached investment reports.

16. Approve Register of Warrants, Transfers, and Wires Issued for the Period of September 24, 2022 through October 7, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the attached payment register summarized below for the period of September 24, 2022 through October 7, 2022:

- Electronic Funds Transfers 11941 through 11985
- Warrants 60660 through 60774
- Payroll Transfers W1485

NEW BUSINESS

None.

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.



= Hand Raise



= Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than five minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on October 24, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, November 14, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 21st day of October, 2022.

Alisha Farnell, City Clerk

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

1.

FROM: Alisha Farnell, City Clerk

DATE: 10/24/2022

SUBJECT: Receive and File Public Comments Submitted for the October 24, 2022 City Council Meeting

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

3.

FROM: Alisha Farnell, City Clerk
DATE: 10/24/2022
SUBJECT: Approve Minutes - Meeting of October 10, 2022

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

October 10, 2022 Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
OCTOBER 10, 2022
6:00 P.M.

A regular meeting of the Cypress City Council was called to order at 6:00 p.m. by Mayor Morales in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez – arrived at 6:05 p.m.
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

ORAL COMMUNICATIONS

None.

CLOSED SESSION

The City Attorney announced the City Council would convene in Closed Session regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Fortis LLP v. France Marquez, City of Cypress
Case No. 30-2022-01277792-CU-WM-CJC
Orange County Superior Court

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation – one potential case
Claimant: BKK Working Group

Mayor Morales recessed the meeting at 6:02 p.m.

RECONVENE

Mayor Morales reconvened the City Council meeting at 7:10 p.m.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Community Outreach Officer Julie Marquez

PLEDGE OF ALLEGIANCE Mayor Pro Tem Hertz-Mallari led the Pledge of Allegiance.

INVOCATION Pastor Trevor Cooper, First Baptist Church of Cypress, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session and discussed the two items listed on the Closed Session Agenda.

Regarding the first item listed on the agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Fortis LLP v. Frances Marquez, City of Cypress. He reported that the City Council held a discussion and by motion of Mayor Pro Tem Hertz-Mallari, seconded by Council Member Minikus, and carried 4-1-0 with Council Member Marquez voting No, the City Council declined to provide a defense in that matter to Council Member Marquez but reserves the right to provide indemnification in the future depending on the outcome of the matter.

Regarding the second Closed Session item listed on the agenda, Conference with Legal Counsel – Anticipated Litigation, the matter of BKK Working Group, significant exposure to litigation. He reported the City Council received an update and held a discussion. A motion was made by Council Member Minikus, seconded by Council Member Marquez, and carried 4-0-1 with Mayor Pro Tem Hertz-Mallari abstaining and not participating in the vote, to approve a three-year tolling agreement with BKK working group.

PRESENTATION

The City Manager provided a presentation on the Certificate of Achievement for Excellence in Financial Reporting.

The City Council presented Cypress Police Department with a “Red Ribbon Week” Proclamation. Community Outreach Officer Julie Marquez accepted the Proclamation on behalf of the Police Department.

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

Edwin Kraemer, Cypress, spoke regarding agenda item no. 13.

Shelley Henderson, Cypress, spoke on behalf of the Cypress Chamber of Commerce regarding the Candidate Forum.

Bob Youngsma, Cypress, spoke regarding California Voting Rights Act litigation, a fallen tree that blocked a residential street, and alleged bias on the City Council.

Lianne Osendorf, Cypress, apologized for a social media post she unintentionally posted on the City’s page and spoke regarding the visit to Cypress High School by Council Member Marquez and two candidates.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

Mayor Pro Tem Hertz-Mallari commented on Agenda Items No. 9 and 11.

Council Member Marquez commented on Agenda Item No. 9 and requested to pull the item for further discussion.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve Consent Calendar Items No. 1 through 8, 10 through 12.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Item No. 1: Receive and File Public Comments Submitted for the October 10, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 2: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 3: Approve Minutes – Meeting of September 21, 2022 and September 26, 2022

Recommendation: Approve as submitted.

Item No. 4: Accept Katella Avenue Median Restoration, Project 267

Recommendation:

1. Accept the Katella Avenue Median Restoration Project 267, in the amount of \$436,224.03 and approve the final payment of \$21,811.20 to Marina Landscape Inc.; and
2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

Item No. 5: Adopt a Resolution Amending Hourly Pay Ranges for Temporary Part-Time and Seasonal Employees

Recommendation: Adopt a Resolution amending hourly pay ranges for temporary part-time and seasonal employees.

RESOLUTION NO. 6906

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING
RESOLUTION NO. 6866 ESTABLISHING HOURLY PAY RANGES FOR
TEMPORARY PART-TIME AND SEASONAL POSITIONS

Item No 6: Adopt a Resolution Establishing Salary and Benefits for non-Represented Confidential Positions

Recommendation: Adopt a Resolution amending Resolution No. 6850 establishing salary and benefits for non-represented Confidential positions.

RESOLUTION NO. 6907

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING
RESOLUTION NO. 6850 ESTABLISHING SALARY RANGES AND
BENEFITS FOR CONFIDENTIAL POSITIONS

Item No. 7: Adopt Resolutions Establishing Salary and Benefits for Executive Management and Mid-Management Positions

Recommendation:

1. Adopt a Resolution establishing salary ranges for Executive Management positions; and
2. Adopt a Resolution establishing salary ranges for Mid-Management positions; and
3. Adopt a Resolution approving the Schedule of Benefits (Exhibit A) for Executive Management and Mid-Management positions.

RESOLUTION NO. 6908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND
ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE
CYPRESS RECREATION AND PARK DISTRICT, AMENDING RESOLUTION
NO. 6851 ESTABLISHING SALARY RANGES FOR EXECUTIVE
MANAGEMENT POSITIONS

RESOLUTION NO. 6909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, AMENDING
RESOLUTION NO. 6898 ESTABLISHING SALARY RANGES FOR
MID-MANAGEMENT POSITIONS

RESOLUTION NO. 6910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING
RESOLUTION NO. 6859 ESTABLISHING BENEFITS FOR
MANAGEMENT EMPLOYEES

Item No 8: Adopt a Resolution Delegating Certain Oversight Responsibilities for the Office of the City Clerk to the City Manager

Recommendation: Adopt a Resolution delegating certain oversight responsibilities for the Office of the City Clerk to the City Manager.

RESOLUTION NO. 6911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, DELEGATING TO THE CITY MANAGER CERTAIN
OVERSIGHT RESPONSIBILITIES FOR THE OFFICE OF THE CITY
CLERK

Item No. 10: Award a Contract for Sewer Relining, Project 317

Recommendation:

1. Approve Plans and Specifications for Sewer Relining, Project 317; and
2. Award a contract to Nu Line Technologies, LLC, CA for \$163,129 and authorize a contingency of \$24,500; and
3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$25,090, and authorize a contingency of \$3,750.

Item No. 11: Proclaim the week of October 23-29, 2022 as Red Ribbon Week

Recommendation: Proclaim the week of October 23-29, 2022 as Red Ribbon Week.

Item No. 12: Approve Register of Warrants, Transfers, and Wires Issued for the Period of September 10, 2022 through September 23, 2022

Recommendation: Approve the attached payment register summarized below for the period of September 10, 2022 through September 23, 2022

- Electronic Funds Transfers 11819 through 11940
- Warrants 60558 through 60659
- Payroll Transfers W1484

END OF CONSENT CALENDAR

Regarding Item No. 9: Approve an Amendment to the Agreement for City Attorney Services

Council Member Marquez stated she will be voting no on this item.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve Amendment No. 5 to the Amended and Restated Agreement with Aleshire & Wynder, LLP for City Attorney Services and increase appropriations \$35,000 in the General Fund to provide for additional FY 2022-23 costs resulting from Amendment No. 5 to the agreement for City Attorney Services.

The motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Minikus, Peat, Hertz-Mallari and Morales
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

NEW BUSINESS

Item No. 13: Neighborhood Preservation Pilot Program Update

The Planning Director provided a presentation on this item.

City Council discussion ensued.

A motion was made by Council Member Peat, and seconded by Council Member Minikus, to receive the Neighborhood Preservation Pilot Program update.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Item No. 14: Adopt the Strategic Plan and Six Month Objectives

The City Manager provided a report on this item.

Council Member Peat commented on this item.

A motion was made by Council Member Peat, and seconded by Council Member Minikus, to adopt the Strategic Plan and six month objectives.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

Lianne Osendorf, Cypress, spoke regarding misrepresentation of what occurs at City Council meetings, in opposition to district voting, and contention on the City Council.

Bob Youngsma, Cypress spoke regarding trash can placement at Rosen Acacia Park and government/politics class in high school.

Edwin Kraemer, Cypress, spoke regarding Agenda Item No. 13, Arnold Cypress Park renovation, and Cypress High School visit by Council Member Marquez and two candidates.

Maria Campos, Cypress, spoke regarding Cypress High School visit by Council Member Marquez and two candidates.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Minikus:

Attended the Cypress Community Festival and Cypress Run.

Council Member Peat:

Attended the Regional Military Affairs Committee meeting. Attended the Cypress Run and Cypress Community Festival.

Council Member Marquez:

Attended the Cypress Community Festival. Thanked the Cypress Police Department for their participation in National Walk to School Day.

Mayor Pro Tem Hertz-Mallari:

Thanked the Cypress Chamber of Commerce and Cypress College for hosting the City Council Candidate Forum. Thanked the League of Woman Voters for hosting the Cypress School District Board Member Candidate Forum. Shared voter registration information. Attended a Celebration Event at Cypress College Veterans Resource Center. Attended the Cypress Run and Cypress Community Festival. Participated in the Community Indicators Report regarding conditions of children in Orange County. Attended a tour of Earth Friendly Products' headquarters. Will attend an upcoming event for an Orange County Fire Authority wildland hand crew station. Spoke regarding information available on the City's website on the redesign of Arnold Cypress Park.

The City Manager stated the last day to register to vote is October 24.

Mayor Morales:

Spoke regarding Celebrate Cypress Month events that have occurred and those still to come.

CITY MANAGER REMARKS

The City Manager provided information on the State of the City and Mayor's Prayer Breakfast. Spoke regarding Red Ribbon Week and partnership with Anaheim Union High School District to address the Fentanyl crisis. Spoke regarding West Cities Police Communications Center's contract renewal with the County of Orange. Congratulated Recreation Coordinator Ervy Rodriguez for winning his age division and finishing second overall in the Cypress 10k Run. Congratulated his wife for finishing third in her age division and 9th overall in the Cypress 5k Run. Wished his wife a Happy Anniversary.

Council Member Marquez interjected to give a shout out to a resident and thanked her for her support. Further, Council Member Marquez requested to place a letter regarding the June 27, 2022 censure resolution of herself on a future agenda.

Discussion ensued between the City Council, City Attorney, and City Manager.

The City Attorney stated the discussion would be relative to a potential reconsideration of an issue the City Council has already decided and is outside the policy to request an item on the agenda.

ADJOURNMENT

A motion was made by Council Member Peat, seconded by Council Member Minikus, and carried 4-1-0, with Council Member Marquez voting No, to adjourn the meeting at 8:32 p.m. Mayor Morales announced the next Regular City Council Meeting will be held on Monday, October 24, 2022, beginning at 5:30 p.m. in the Executive Board Room.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/24/2022

SUBJECT: Approve First Reading of Ordinances Adopting the 2022 Model Building, Electrical, Plumbing, and Fire Codes, with City Amendments

RECOMMENDATION

Approve the first reading, by titles only, of Ordinances adopting the 2022 model Building, Electrical, Plumbing, and Fire Codes, with City amendments.

SUMMARY

All private construction must comply with the State building codes adopted every three years. Once the State adopts the code and State amendments, local agencies must then adopt the State codes along with any local amendments. Local amendments require findings related to specific local topographic, climatic or geographic conditions. These findings are part of the code adoption documents as justification for the local amendments. The public hearing for this item will be held at the November 14, 2022 City Council meeting.

DISCUSSION

The City Council last revised and accepted the current model building codes in November 2019. The State adoption of the 2022 California Building Codes goes into effect on January 1, 2023. The Orange County Fire Authority (OCFA) has prepared the attached Fire Ordinance and amendments, based on local conditions.

The City's amendments to the State mandated model codes are due to the existence of unique local conditions. For example, due to unique soil properties in Cypress, the Ordinance includes an amendment requiring the use of sulfate resistant concrete with a moisture barrier in residential slabs and foundations to protect them from deterioration.

As in the example above, most of the amendments are not new and therefore repeated from previous code cycles. There were fewer amendments this cycle with no major issues of note. State updates are also few and minor in nature.

Examples of changes in this cycle include items regarding energy, including new homes

must be:

- Prewired for future electric appliances.
- Prewired for energy storage devices such as solar batteries.
- Minimum larger 225 amp main panels to handle future electrical appliance loads.

Although the Codes become effective January 1, 2023, plans submitted to plan check prior to January 1, 2023, will not be subject to the new code requirements. All projects submitted on or after January 1, 2023, will be subject to the new codes. The City will provide a notice to all contractors and developers through the City's website and at the public counter.

Once adopted, the attached Ordinances with amendments become the City's Building, Electrical, Plumbing, and Fire Codes. If the City does not take action, State Codes go into effect January 1, 2023, without City or OCFA amendments. The Orange County Building Industry Association (OCBIA) received a notice and copy of the proposed amendments. The Building Division will also notify the State Building Standards Commission of the adopted Code Amendments and Findings as required by State Law.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

2022 Building Code
2022 Electrical Code
2022 Plumbing Code
2022 Fire Code

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SECTIONS 5-1 AND 5-2 OF CHAPTER 5 OF THE CYPRESS MUNICIPAL CODE, THEREBY ADOPTING BY REFERENCE THE FOLLOWING CODES WITH CERTAIN AMENDMENTS THERETO: THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE, THE 2022 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2022 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2022 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 1997 EDITION OF THE UNIFORM HOUSING CODE, THE 2022 EDITION OF THE CALIFORNIA ADMINISTRATIVE CODE, THE 2022 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, AND REPEALING ORDINANCE NO. 1178.

THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I: Section 5-1 of Chapter 5 of the Cypress Municipal Code hereby is amended, in its entirety to read as follows:

“SECTION 5-1 California Building Codes - Adopted, where filed.

The following hereby are adopted by reference and as amended by Section 5-2 of this Chapter, as the Building Codes of the City of Cypress, one (1) copy of each which is on file in the Office of the City Clerk:

- a. California Building Code, 2022 edition, Part 2, Volumes I and II, (Based on the 2021 International Building Code) including appendices I and J.
- b. California Residential Code, 2022 edition, (Based on the 2021 International Residential Code) including appendix V.
- c. California Green Building Standards Code, 2022 edition.
- d. California Mechanical Code, 2022 edition. (Based on the 2021 Uniform Mechanical Code)
- e. Uniform Housing Code, 1997 edition
- f. California Administrative Code, 2022 edition.

- g. California Existing Building Code, 2022 edition.

SECTION II: Section 5-2 of Chapter 5 of the Cypress Municipal Code hereby is amended to read as follows:

“SECTION 5-2 California Building Codes - Amendments, additions and deletions.

(a) *Findings:* The following amendments and modifications to the 2022 editions of the California Building Codes are hereby found to be reasonably necessary due to consideration of specific local climatic, geological, or topographical conditions as follows:

CALIFORNIA BUILDING CODE, 2022 EDITION

1. Climatic Condition: Hot, dry, and strong Santa Ana winds directly impact the City of Cypress, particularly during the fall and spring seasons. The winds pose a substantial threat in contributing to the rapid spread of fire, particularly within the city, where there are high density apartments and condominium complexes. The condition necessitates an increased level of fire protection and on-site, automatic fire sprinklers systems.
2. Climatic Condition: The City of Cypress is located in a semi-arid, Mediterranean climate, which predisposes all fuels, including wood shingles, to rapid ignition of fire. Exacerbated by the condition of the high winds, the danger of rapid spread of fire creates the need for additional fire protection measures.
3. Geographic Condition: The City of Cypress lies, geographically, within Seismic Zone No. 4. A zone 4 region evidences the existence of fault lines, which are susceptible to seismic activity. This condition can impede fire department activity to mitigate damages. Therefore, there exists a need for both additional fire protection measures and automatic, on-site protection for property occupants.
4. Geographic and Topographic Conditions: Traffic and circulation congestion presently exist in Orange County and place fire department response time to emergencies at risk. This condition makes the need for automatic, on-site fire protection for property occupants necessary.

Placement of multiple-occupancy buildings, location of arterial roads, and fire department staffing constraints due to revenue-

limiting state legislation have made it difficult for the fire department to locate additional fire stations and provide manpower sufficient to concentrate fire apparatus and personnel to control fires in high density apartment or condominium complexes. This condition creates the need for on-site automatic fire sprinkler systems.

5. Modification to Section 105.2, 115 and 1511 are administrative amendments of local discretion.

(b) *Amendments:* The following amendments are made to the California Building Code, 2022 edition adopted by this Chapter:

1. Section 105.2 is amended to read as follows:

Exempted work. A building permit shall not be required for the following:

1. One-story, detached accessory buildings used as tool or storage sheds, playhouses, or similar uses, provided the projected roof area does not exceed one hundred twenty (120) square feet.
2. Block walls three (3) feet, five (5) inches or less.
Wood fences not over 6 feet high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons and the ratio of height to diameter or width does not exceed two to one (2:1).
6. Sidewalks and driveways not more than (30) thirty inches above adjacent grade, and not over any basement or story below and are part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.
13. Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches in height.

Unless otherwise exempted, separate plumbing, electrical and mechanical permits may be required for the above exempted items.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

2. Section 115 is hereby amended to add the following:

When a building, structure, or construction project has been deemed a public nuisance by the Building Official, the entire lot shall be fenced along its perimeter with a minimum six foot (6') high chain link fence. The enclosure shall contain gates to allow construction traffic through. When not in use, such gates shall be closed and locked.

3. Section 202 Definitions is adopted in its entirety with the following amendments: General Definitions is hereby revised by adding "Spark Arrestor" as follows: Spark Arrestor is a listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

- a. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
- b. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

4. Section 501.2 is hereby amended to read as follows:

Section 501.2. Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the

property.

Said numbers shall contrast with their background. Any commercial building occupied by more than one business shall have numbers or addresses placed on or immediately adjacent to all doors that would allow fire department access in an emergency. In no case shall the numbers be less than four (4) inches with a one-half inch stroke for residential and six (6) inches for commercial or multifamily residential with a one (1) inch stroke.

Multiple units (i.e., apartments, condominium, townhouses, businesses, etc.) having entrance doors not visible from the street or road shall have approved numbers grouped for all businesses within each structure and positioned to be plainly visible from the street or road. Said numbers may be grouped on the wall of the structure or on a substantial mounting post independent of the structure.

5. Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square feet (465 m²) or more than two stories in height, regardless of fire areas or allowable area.
2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet (465 m²) as defined in Section 202; or
 - b. When an addition exceeds 2000 square feet (186 m²) and the resulting building area exceeds 5000 square feet (465 m²) as defined in Section 202.

- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with Section 903.2.8.

- 6. Section 903.2.8 Group R is hereby revised as follows with no change to the exceptions:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

- 1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
- 2. Existing Buildings: An automatic sprinkler system shall be installed throughout when the building area exceeds 3,600 square feet (334 m²) and when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, within a two-year period; or
 - b. An addition when the existing building is already provided with automatic sprinklers; or
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.
- 7. Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.5.3 The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.5.3.

8. Section 1505.1 is hereby amended to the following:

Minimum Class B Roof Covering. The roof covering on any structure regulated by this code shall be as specified in amended table 1505.1 and shall be classified not less than Class B.

9. Table 1505.1 is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

10. Section 1505.1.3 is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

11. Section 1511.3 is hereby amended by adding the following:

Not more than one (1) overlay of asphalt shingles shall be applied over an existing asphalt shingle roof.

Not more than one (1) overlay of asphalt shingle roofing shall be applied over wood shingles. Asphalt shingles applied over wood shingles shall have an overlay underlayment of not less than type 30 non-perforated felt.

12. Section 1907 is hereby amended by adding the following:

Type V cement complying with table No. 1904A.2 for severe sulfate exposure or equal is required for use in all R-1, R-3 and U-1 Occupancies footings and slabs on grade. Slabs on grade shall be protected from exposure to moisture by not less than a 10 mil. thick moisture barrier.

13. Section 3109.2 is hereby amended by adding the following definition:

PRIVATE POOL is any constructed pool, permanent or portable, which is intended for non-commercial use as a swimming pool by not more than three owner families and their guests.

14. Section 3109.2 is amended to clarify that pool barriers which are already in the Code are scoped so as to apply on all private swimming pools and shall be amended as follows:

The top of the pool barrier shall be not less than 5' (60") above grade measured from the side of the barrier that faces away from the swimming pool.

15. Chapter 35 Referenced Standards

Refer to OCFA fire Code Local Amendments Chapter 80 for Referenced Standards.

(c) The following amendments are added to the 2022 California Residential Code:

16. Chapter 2 Section 202 Definitions is hereby revised by adding "OCFA" and "Spark Arrestor" as follows:

Spark Arrestor. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with the California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning is adopted in its entirety with the following amendments and additions:

17. Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program."

18. Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic residential fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

19. Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

20. Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments Section 903.2.8.

21. Section R313.3.6.2.2 Calculation procedure is hereby revised as follows:

Section R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.

22. R319 Site Address is hereby revised as follows:

R319 Site Address. New and existing buildings shall have approved

address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm), and 6" letters with a 1" stroke for commercial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

23. Section R337.1.3 Application is hereby revised as follows:

R337.1.3 Application. New buildings located in any Fire Hazard Severity Zone, or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from an applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located at least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

24. Section R902.1 through 902.2 is hereby amended as follows: Not less than Class B roofing permitted. A minimum of Class A or B roof covering is required.

25. Chapter 10 Chimneys and Fireplaces is adopted in its entirety

and newly amended this code cycle by adding section 1001.13 as follows:

Section R1001.13 Chimney spark arrestors is hereby added as follows:

R1001.13 Chimney spark arresters. All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrester. Chimneys serving outdoor appliances or fireplaces shall be equipped with a spark arrester. The spark arrester shall meet the requirements of Section 2113.9.2 of the California Building Code.

Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices is hereby added as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Chapter 44

Referenced Standards

(R-3 Occupancy related standards are included)

26. Chapter 44 Referenced Standards is adopted in its entirety with the following amendments:

Section 8.15.1.2.7 is hereby revised as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433.
- 2) Use a maximum of 40 psi, if available.

3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

27. NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

28. 2022 CRC Appendix V is hereby amended to conform with 2022 CBC section 3109.2 as amended in items 13 and 14 above. Enclosure height shall be 60" minimum.

(d) The 2022 California Green Building Code is hereby amended as follows:

29. Section 202 is amended to add the following definition:

Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

(e) The following amendment is made to the California Mechanical Code, 2022 edition, adopted by this Chapter.

30. Section 301.0 is hereby amended by adding the following paragraph:

Equipment regulated by this Code shall not be located in any required front yard as established by the building code or zoning ordinances. Equipment may be located in a required side yard subject to Cypress Zoning Ordinance.

(f) The following amendment is made to the Uniform Housing Code, 1997 edition, adopted by this Chapter:

31. Chapter 2 is hereby amended by adding thereto the following sections:

Section 201.1 - Authority. The Building Official and the health

officer are hereby authorized and directed to administer and enforce all of the provisions of this Code. For such purposes, they shall have the powers of law enforcement officers.

Section 201.2. Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this code and the technical codes, or whenever the Building Official or health officer or their authorized representatives have reasonable cause to believe that there exists in any building, or upon any premises, any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, the health officer or their authorized representatives may enter such building or premises at all reasonable times, to inspect the same or to perform any duty imposed upon the Building Official or the health officer by such codes, provided that if such building or premises be occupied, the Building Official, the health officer or their authorized representatives, shall first present proper credentials and demand entry; and if such building or premises be unoccupied, they shall first make reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official, the health officer or their authorized representatives shall have recourse to every remedy provided by law to secure entry.

No owner or occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official, the health officer or their authorized representatives for the purpose of inspection and examination pursuant to this code. Any person violating this subdivision shall be guilty of a misdemeanor, and subject to punishment in accordance with Section 1-7 of the Code of the City of Cypress.

(g) The following amendments are added to California Administrative Code, 2022 edition:

32. Chapter 1 is amended to add the following:

(a) Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this code and the technical codes, or whenever the Building Official or health officer or their authorized representatives have reasonable cause to believe that there exists in any building, or upon any premises, any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, the health officer or their authorized representatives may enter such building or premises at all reasonable times, to inspect the same or to perform any duty imposed upon the Building Official or the

health officer by such codes, provided that if such building or premises be occupied, the Building Official, the health officer or their authorized representatives, shall first present proper credentials and demand entry; and if such building or premises be unoccupied, they shall first make reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official, the health officer or their authorized representatives shall have recourse to every remedy provided by law to secure entry.

No owner or occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official, the health officer or their authorized representatives for the purpose of inspections and examination pursuant to this code. Any person violating this subdivision shall be guilty of a misdemeanor, and subject to punishment in accordance with Section 1-7 of the Code of the City of Cypress.

SECTION III: This Ordinance is exempt from the provisions of the California Environmental Quality Act, ("CEQA"), 14 California Code of Regulations Section 15061(b)(3).

SECTION IV: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Cypress hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion hereof, irrespective of the fact that any one or more section, subsections, clauses phrases, or portions be declared invalid or unconstitutional.

SECTION V: The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the 24th day of October 2022, and finally adopted and ordered posted at a regular meeting held on the 14th day of November 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the City Council of the City of Cypress held on the 14th day of November 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

CITY CLERK OF THE CITY OF CYPRESS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 8 OF THE CYPRESS CITY MUNICIPAL CODE AND THEREBY ADOPTING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION, WITH CERTAIN AMENDMENTS AND REPEALING ORDINANCE NO. 1179

THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I: Section 8-1 of Chapter 8 of the Municipal Code of the City of Cypress is hereby amended to read as follows:

“ARTICLE I. IN GENERAL,”

Section 8-1 California Electrical Code - Adopted, where filed.

There hereby is adopted by reference, as the Electrical Code of the City of Cypress, the California Electrical Code, 2022 edition, (based on the 2017 National Electrical Code), as amended by Sections 8-2 and 8-3 of this chapter, one (1) copy of which is on file in the office of the City Clerk.”

SECTION II: Section 8-2 of Chapter 8 of the Municipal Code of the City of Cypress is hereby amended to read as follows:

“Section 8-2 Amendments.

(a) *Findings.* The following amendments and modifications to the 2022 edition of the California Electrical Code are hereby found to be reasonably necessary due to consideration of specific local climatic, geological, or topographical conditions as follows:

1. Local climatic conditions necessitate that residential dwelling units be protected from construction practices and electricity usage practices that have had a history of causing or contributing to the cause of fire related damage to residential dwelling structures in the City of Cypress. (Affects Section 110-5, 210-1, 300-6, 334-12, and 422-4)
2. Local geological conditions in the City of Cypress, require that grounding electrodes be manufactured of corrosion-resistant material to protect the grounding electrode from deterioration due to high sulfate levels found in the soil. [Affects Section 300-6]

(b) *Amendments.* The following amendments are made to the California Electrical Code, 2022 edition as adopted by this Chapter.

Section 90-4 is hereby amended to add the following paragraphs:

1. The Building Official of the City of Cypress, or the Building Official's authorized representative, is hereby designated as the enforcing authority and vested with the authority to enforce all of the provisions of this Code. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official or the Building Official's authorized representative have reasonable cause to believe that there exists in any building, or upon any premises, any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official by such codes, provided that if such building or premises be occupied, the Building Official or the Building Official's authorized representative shall first present proper credentials and demand entry; and if such building or premises be unoccupied, they shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official, or the Building Official's authorized representative shall have recourse to every remedy provided by law to secure entry.

No owner or occupant or any other person having charge, care or control of any building or premises shall fail to neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official or the Building Official's authorized representative for the purpose of inspection and examination pursuant to this Code. Any person violating this subdivision shall be guilty of a misdemeanor, and subject to punishment in accordance with Section 1-7 of the Code of the City of Cypress.

2. Section 110-5 is hereby amended to add the following:

Notwithstanding any provision or provisions to the contrary, no aluminum conductors smaller than #8 A.W.G. shall be used.

3. Section 210-1 is hereby amended to add the following:

Accessory uses or other buildings, signs, etc., separately located on the same lot or premises, shall have connecting conductors run underground.

Where spare circuit protective devices are provided or space for future circuit protective devices is provided on the bus in

any flush or semi-flush mounted panel, then raceways of sufficient capacity to permit utilization of such space or spaces shall be provided to an approved accessible location. Such accessible location is normally defined as follows: Where sufficient attic space is available or under floor space is available, a raceway shall terminate conveniently for future use in each such space. Where this condition does not exist or other factors govern, then such terminations shall be approved by the enforcing authority.

4. Section 300-6 is hereby amended to add the following:

a. A minimum of 10 mil pipe wrap must be installed on all metallic conduit installed underground and must extend 6" inches above grade.

5. Section 334 is hereby amended by adding Section 334-12 (A) 11:

334-12(A) Uses Not Permitted. (11) Nonmetallic-sheathed cable shall not be used for exposed wiring in unfinished garages and basements. Nonmetallic cable shall only be used for concealed wiring in one- and two-family dwellings or multi-family dwellings (apartment houses) not exceeding three floors above grade.

6. Section 422-4 is hereby amended to add subsection (a) to read as follows:

(a) In every dwelling unit, fixed appliances, such as food grinders, dishwashers, washing machines, dryers, laundry tray locations, built-in heaters, or any other fixed appliances with 1/4 H.P. motor or larger shall be on a separate branch circuit supplied by a minimum No. 12 A.W.G. wire. Each dwelling unit shall have installed therein an individual food waste grinder branch circuit. Said circuit shall be supplied with a minimum No. 12 A.W.G. wire and a 15-ampere indicating type switch. Said switch shall be located in the wall adjacent to the sink. Food waste grinder shall be wired with a minimum of No. 16 A.W.G. 3-wire S.P.T.-33 thermo-plastic, hard-finish cord or equal and an approved grounding type cord grip cap must be used.

SECTION III Section 8-3 of Chapter 8 of the Municipal Code of the City of Cypress is hereby amended to read as follows:

"Section 8-3. Additional Provisions

(a) In addition to the California Electrical Code, 2022 edition, adopted by reference herein as the Electrical Code of the City of Cypress, the following provisions shall be applicable in the City of Cypress:

1. Further Scope. All electrical, telephone, C.A.T.V. and similar service wires or cables, carrying below 34 K.V. capacity, which provide direct service to the property being developed, shall, within the exterior boundary lines of such property, be installed underground. Risers on existing poles and buildings are permitted and shall be provided by the developer or owner onto the pole, which provides service to said property. Utility service poles may be placed on the rear of the property to be developed, only for the purpose of terminating underground facilities. The developer or owner is responsible for complying with the requirements of the utility companies for the installation of such facilities.

For the purpose of this Section, appurtenances, and associated equipment such as, but not limited to, surface mounted transformers, pedestal mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground. The City Council may waive the requirements of this Section if topography, soil, or any other conditions make such underground installation impossible or impractical.

2. Concealed Wiring. When any part of a wiring installation is to be hidden from view by the permanent placement of parts of the building, the person, firm, or corporation installing the wiring installation shall notify the Building Official and such parts of the wiring installation shall not be concealed until they have been inspected and approved by the Building Official.

3. Inspections and Corrections. Upon completion of the work which has been authorized by issuance of any permit, except an annual permit, it shall be the duty of the person, firm, or corporation installing the same to notify the Building Official, who shall inspect the installation as soon thereafter as practicable. If, upon inspection, the installation is not found to be in conformity with the provisions of this Code, or any other applicable statute, the Building Official shall notify the person, firm, or corporation making the installation, stating the defects, which have been found to exist. All defects shall be corrected within ten (10) days after inspection and notification, or within a time period authorized by the Building Official. No electrical installation shall be energized until inspected and approved by the Building Official.

4. Temporary Connection. When authorizing the connection and use of temporary or incomplete work, such authorization shall expire at a time stated by the Building Official.

5. Standards for the Installation of Electrical Equipment. All industrial, commercial, and residential electrical installations within the governmental jurisdiction covered by this Code, shall be in conformity with the provisions of this Code, all applicable State laws, and in accordance with the National Fire Protective Association standards for safety to life and property.

6. Listing or Labeling. Listing or labeling as conforming to the standards of Underwriters Laboratories, Inc., as approved by the United States Bureau of Mines, the American Standards Association, the United States Bureau of Standards, or other similar institutions of nationally recognized standing, shall be prima facie evidence of conformity with approved standards of safety to life and property.

SECTION IV: This Ordinance is exempt from the provisions of the California Environmental Quality Act, ("CEQA"), 14 California Code of Regulation 15061(b)(3).

SECTION V: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION VI: The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the 24th day of October, 2022 and finally adopted and ordered posted at a regular meeting held on the 14th day of November, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the City Council of the City of Cypress held on the 14th day of November, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

CITY CLERK OF THE CITY OF CYPRESS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 19 OF THE CYPRESS MUNICIPAL CODE AND THEREBY ADOPTING BY REFERENCE THE FOLLOWING CODES WITH CERTAIN AMENDMENTS THERETO: THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2018 EDITION OF THE INTERNATIONAL SWIMMING POOL, SPA, AND HOT TUB CODE, AND THE UNIFORM PLUMBING CODE MATERIAL AND INSTALLATION STANDARDS AND REPEALING ORDINANCE NO. 1180.

THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION I: Section 19-1 of Chapter 19 of the Cypress Municipal Code is hereby amended to read as follows:

SECTION 19-1 California Plumbing Codes - Adopted; where filed.

The following are hereby adopted by reference as the Plumbing Codes of the City of Cypress, one (1) copy of each which is on file in the office of the City Clerk:

- a. California Plumbing Code, 2022 edition, with appendices; (Based on the 2019 Uniform Plumbing Code)
- b. International Swimming Pool, Spa and Hot Tub Code, 2018 edition.
- c. Uniform Plumbing Code Material and Installation Standards, 2021 edition.

SECTION II: Section 19-2 of Chapter 19 of the Cypress Municipal Code is hereby amended as follows:

Section 19-2 California Plumbing Codes; amendments, additions, and deletions.

- a) The following amendments and modifications are hereby found to be reasonably necessary due to consideration of specific local climatic, geological, or topographical conditions as follows:

CALIFORNIA PLUMBING CODE, 2019 EDITION

1. Section 411 is amended by adding Section 411.4 as follows:

The Building Official may allow the use of standard flush toilets or urinals, when, in the opinion of the Building Official, the

configuration of the building drainage system requires a greater quantity of water to adequately flush the system.

This amendment is necessary due to the extremely flat topography within the city, which may require the use of decreased slopes with increased volume on drainage systems.

2. Section 610.8 is hereby amended to add the following:

Not less than one (1) hose bib in rear yard area must be piped in $\frac{3}{4}$ " inch supply pipe.

This amendment is necessary to provide consistency with the zoning provisions of the Cypress Municipal Code and to provide additional fire suppression capacity for the rear yard.

3. All other modifications to this Code are administrative in nature.

SECTION III: Section 19-3 of Chapter 19 of the Cypress Code is amended as follows:

SECTION 19-3 - International Swimming Pool Code; Amendments.

The following amendments are made to the International Swimming Pool Code, 2018 edition, adopted by this Chapter:

4. Swimming Pools/Spas - Enclosures Required.

No person shall maintain a swimming pool/spa in the City unless an enclosure, as provided for in this article, is maintained on the lot or premises upon which such pool/spa is situated.

Upon commencement of excavation for a new pool/spa, temporary fencing shall be installed.

Enclosure Specifications shall comply with 2022 California Building Code, Section 3109 as amended, and Cypress Municipal Code section 19-10 through 19-12.

SECTION IV: This Ordinance is exempt from the provisions of the California Environment Quality Act, ("CEQA"), 14 California Code of Regulation 15061(b)(3).

SECTION V: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such

decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Cypress hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion hereof, irrespective of the fact that any one or more section, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION VI. The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the 24th day of October, 2022 and finally adopted and ordered posted at a regular meeting held on the 14th day of November, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the City Council of the City of Cypress held on the 14th day of November, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

CITY CLERK OF THE CITY OF CYPRESS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING SECTIONS 5-3 OF CHAPTER 5 OF THE CYPRESS MUNICIPAL CODE, AND THEREBY ADOPTING BY REFERENCE THE FOLLOWING CODE WITH CERTAIN AMENDMENTS THERETO: THE 2022 EDITION OF THE CALIFORNIA FIRE CODE AND REPEALING ORDINANCE NO. 1181

THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Section 5-3 of Chapter 5 of the Municipal Code of the City of Cypress is hereby amended to read as follows:

“Sec. 5-3” California Fire Code, Adoption, Amendments.

(a) Section 5-3.010. *Adopted.* An ordinance of the City of Cypress adopting the California Fire Code, 2022 Edition, based on the 2021 International Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Cypress; providing for the issuance of permits and collection of fees therefore; repealing Ordinance No. 1161 of the City of Cypress and all other ordinances and parts of the ordinances in conflict therewith.

For the purpose of prescribing regulations and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided, the following fire codes subject to the modifications set forth in this Chapter, are hereby adopted: the California Fire Code, 2022 Edition, based on the 2021 International Fire Code as published by the International Code Council as amended by this chapter shall constitute the Fire Regulations of the City of Cypress. Where the California Code of Regulations and State Building Standards Code of Regulations differ from any sections of the Fire Code, State regulations shall prevail over the Fire Code.

One (1) copy of all the above codes and standards therefore are on file in the office of the fire code official pursuant to Health and Safety Code Section 18942 (d) (1) and are made available for public inspection.

Notwithstanding the provisions of the above-referenced construction codes, all fees for services provided pursuant to the Fire Code shall not take effect until a resolution for such fees is adopted by the Orange County Fire Authority Board of Directors pursuant to California Government Code Sections 66016 and 66020.

(b) *Section 5-3.020 Enforcement and inspections.* The California Fire Code with amendments shall be enforced by the Orange County Fire Authority, which shall be operated under the Fire Chief of the Orange County Fire Authority. The Fire Chief of the Orange County Fire Authority may detail such members of the fire authority as inspectors as shall be necessary from time to time.”

SECTION II. Section 5-3.030 of Chapter 5 of the Municipal Code of the City of Cypress is hereby repealed. In its place, Section 5-3.030 shall include the following amendments to the California Fire Code, and shall read as follows:

(c) *Section 5-3.030 Amendments and Findings.*

FINDINGS

I. Climatic Conditions

- A. The jurisdiction of Cypress is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority’s ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing

and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

- A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change cause by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur steeper slopes and greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size that the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both

additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street, and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5-minute goal.
- C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes in contact with soils are utilized.
- D. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary implement appropriate mitigation.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zone described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Amendments

Chapter 1 Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the exception of Section 110, and with the following amendments:

Section 112.4 Violation penalties is hereby revised as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2 Infraction and misdemeanor is hereby added as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 Definitions

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Sections 202 General Definitions is hereby revised by adding “OCFA,” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements

Chapter 3 General Requirements. Adopt Chapter 3 in its entirety, with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2 Vegetation is hereby revised as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.

3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.1 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows:

327.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the

- fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2 Spark Arresters is hereby added as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 Emergency Planning and Preparedness

Chapter 4: Emergency Planning and Preparedness. Adopt only the sections, subsections adopted by SFM with the following amendment:

Section 407.5 is revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder radio coverage in new buildings is revised as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public

safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
 - d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.
- Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6
Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety without amendments:

Chapter 7
Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by SFM.

Chapter 8
Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by SFM.

Chapter 9
Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202, exceeds 5,000 square-feet (465 square-meters), or more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows (Subject to possible modification for each city).

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

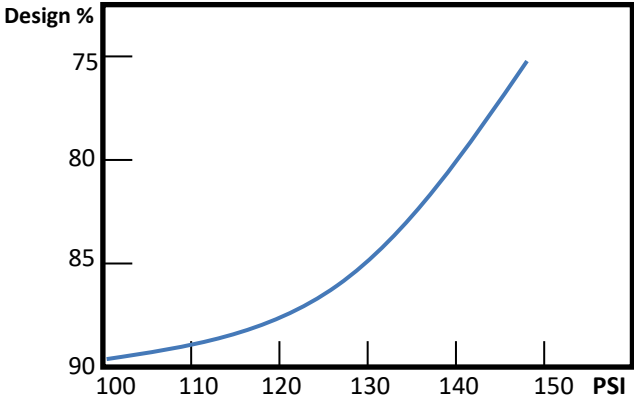
1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing R-3 Buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
 2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10
Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by SFM.

Chapter 11
Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by SFM:

Chapter 12
Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by SFM:

Chapter 20
Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Chapter 21
Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by SFM.

Chapter 22
Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety as amended by SFM.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by SFM.

Chapter 24
Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by SFM.

Chapter 25
Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26
Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28
Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring ~~wood~~ products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the

entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30 Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by SFM.

Chapter 32 High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by SFM.

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety as amended by SFM.

Chapter 35
Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Chapter 36
Marinas

Chapter 36 Marinas is adopted in its entirety.

Chapter 37
Combustible Fibers

Chapter 37 Combustible Fibers is adopted in its entirety.

Chapter 39
Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40
Storage of Distilled Spirits and Wines

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved Production
Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 49
Requirements for Wildland-Urban Interface Fire Areas

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendment:

Section 4903.3 Fuel Modification Plans is hereby added as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program

Chapter 50
Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority's–Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51
Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53
Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54
Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by SFM.

Chapter 55
Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56
Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids. Adopt Chapter 57, as adopted and amended by SFM.

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids. Adopt Chapter 58 in its entirety as amended by SFM.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted.

Appendices

Appendix A is deleted in its entirety without amendments.

Appendix B is adopted in its entirety with amendments outlined in Guideline B-09.

Appendix BB is adopted in its entirety without amendments.

Appendix C is adopted in its entirety without amendments.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety without amendments.

Appendix E is deleted in its entirety without amendments.

Appendix F is deleted in its entirety without amendments.

Appendix G is deleted in its entirety without amendments.

Appendix H is adopted in its entirety without amendments.

Appendix I is deleted in its entirety without amendments.

Appendix J is deleted in its entirety without amendments.

Appendix K is deleted in its entirety without amendments.

Appendix L is deleted in its entirety without amendments.

Appendix M is deleted in its entirety without amendments.

Appendix N is deleted in its entirety without amendments.

Appendix O is deleted in its entirety without amendments.

SECTION III: This ordinance is exempt from the provisions of the California Environmental Quality Act, (CEQA), 14 California Code of Regulations Section 15061(b)(3).

SECTION IV: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held out to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Cypress hereby declares that it

would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsection, sentence clause, phrases or portions be declared valid or unconstitutionally.

SECTION V: The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the 24th day of October, 2022 and finally adopted and ordered posted at a regular meeting held on the 14th day of November, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk for the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the City Council of the City of Cypress held on the 14th day of November, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/24/2022

SUBJECT: Adopt a Resolution Approving a One-Time Retention Stimulus Payment to Full-Time Employees in the Cypress Employees' Association, Maintenance Employees' Association and Police Management Association

RECOMMENDATION

1. Adopt a Resolution approving a one-time retention stimulus payment of \$1,000 to eligible employees in the Cypress Employees' Association, Maintenance Employees' Association, and Police Management Association, and
2. Authorize the appropriation of \$41,700 in the City's General Fund and \$7,900 in the Cypress Recreation and Park District's General Fund using available FY 2021-22 salary savings to fund the one-time retention stimulus payments.

DISCUSSION

The Cypress Employees' Association (CEA), Maintenance Employees' Association (MEA) and Police Management Association (PMA) collectively bargain for salary and benefits. The associations entered into multi-year agreements in spring 2021 which include FY 2022-23 cost of living adjustments (COLA) between 2.5 and three percent. At the time the agreements were made, the COLAs were in line with recent and anticipated Consumer Price Index (CPI) increases. The agreements also reflect the ongoing trend of employee groups working with the City during periods of financial uncertainty which have yielded modest compensation increases and positive relationships between the City and the associations.

In recent months, inflation has reached its highest rate in 40 years and CPI is hovering around 7.5%. The City Council discussed the impacts of inflation on the employees represented by the associations and directed a \$1,000 one-time retention stimulus payment for each employee to help offset the impacts of inflation, recognize the outstanding work the City's employees do on the community's behalf, and strengthen employer-employee relations.

The retention stimulus will be provided to CEA, MEA and PMA employees hired prior to July 1, 2022, and employed on October 28, 2022. Of the 57 budgeted positions in the

associations, 51 positions are filled and eligible for the payment. One permanent part-time employee in CEA will receive a prorated payment. The retention stimulus payments are not pensionable compensation are not provided to the City Manager, department directors, management employees, or employees in the Police Officers' Association who have reached a tentative four-year agreement with the City that will appear on the November 14 City Council agenda.

Association	Eligible Members
CEA	35
MEA	12
PMA	4
Total	51

BUDGET IMPACT

The retention stimulus, including payroll taxes, costs approximately \$41,700 for the City and \$7,900 for the District. Sufficient budget savings from FY 2021-22 are available in the City and District General Funds to pay the retention stimulus to the 51 eligible employees.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - One-Time Payment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING A ONE-TIME RETENTION STIMULUS FOR ELIGIBLE EMPLOYEES IN THE CYPRESS EMPLOYEES' ASSOCIATION, MAINTENANCE EMPLOYEES' ASSOCIATION, AND POLICE MANAGEMENT ASSOCIATION

WHEREAS, the City Council appreciates employees' continued service to the City and their willingness to partner with the City in periods of financial uncertainty to ensure high quality and high value services continue to be provided to the community; and

WHEREAS, the Cypress Employees' Association (CEA), Maintenance Employees' Association (MEA) and Police Management Association (PMA) entered into multi-year agreements in 2021 which included FY 2022-23 cost-of-living adjustments (COLA) between two and one-half percent and three percent which were in line with the recent and anticipated Consumer Price Index (CPI) increases at that time; and

WHEREAS, in recent months, the inflation rate is the highest it has been in over four decades with CPI averaging seven and one-half percent; and

WHEREAS, the City Council desires a \$1,000 one-time retention stimulus payment be made to eligible employees in the CEA, MEA, and PMA to help alleviate the impacts of inflation; and

WHEREAS, the three-quarter (3/4) time employee in the CEA will receive a prorated retention stimulus in the amount of \$750; and

WHEREAS, to be eligible for the payment, individuals must have been employed prior to July 1, 2022 and remain employed through October 28, 2022; and

WHEREAS, the payment is not performance based and is not considered pensionable compensation; and

WHEREAS, the retention stimulus will be paid with the regular payroll on November 4, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, and acting as the ex-officio Board of Directors of the Cypress Recreation and Park District, does hereby approve a one-time retention stimulus in the amount of \$1,000 for eligible employees in the CEA, MEA, and PMA.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 24th day of October, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 24th day of October, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/24/2022

SUBJECT: Adopt a Resolution Updating the Public Works Contract Award Thresholds

RECOMMENDATION

Adopt a Resolution updating the Public Works contract award thresholds.

DISCUSSION

Municipal Code Section 21A-19 requires public works project approval thresholds be updated annually based on the Los Angeles area Construction Cost Index published by the Engineering News-Record (ENR) by City Council resolution. As a result of slow Index growth and the City's need to reduce staffing costs, the last time the thresholds were updated was 2008.

The Index measures the change in construction and labor costs and is the industry standard for tracking construction costs over time. Construction costs have gone up nationally over 50% since 2008 and inflation and Federal infrastructure spending has increased construction price and bidding volatility. Updating the thresholds improve efficiency and reduces the time and cost to administer the bidding process.

The current ENR Index increases the City Manager's contract award threshold 34.2% from \$100,000 to \$134,000 for public works projects and from \$50,000 to \$67,000 for professional services contracts related to public works projects. City Council approval is required above the City Manager's authority. To ensure the Municipal Code requirement that the, "... limits shall be updated annually before July 1 of each year ...," Public Works will incorporate the Index update into the annual Capital Improvement Program development process.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Resolution

ENR Index (October 2008 to 2022)

Municipal Code 21A-19. Contracts for public works

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, TO UPDATE
THE FORMAL BID LIMIT FOR PUBLIC WORKS PROJECTS

WHEREAS, the City updated the contract limits in 2008 to \$100,000 for the construction, improvement, repair, or maintenance of public works and \$50,000 for professional services contracts related to public works projects; and

WHEREAS, these limits shall be updated, based on the cost index for construction costs in Los Angeles area as published by ENGINEERING NEWS-RECORD, New York, New York, by resolution of city council; and

WHEREAS, the index increased by 34.2% from 2008 to 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress updates public works contract limits as follows:

1. Contracts for the construction, improvement, repair, or maintenance of public works is \$134,000.
2. Professional services contracts related to public works is \$67,000.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 24th day of October, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that

the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 24th day of October, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

CITY CLERK OF THE CITY OF CYPRESS

Public Works Contract Award Limits

Adjustment Factor = (Current Year Index / Base Year Index) x 100

Adjustment Factor = (13278/ 9895) x 100 = 134.2%

Calendar Year	Index	Limits	
		Public Works Projects	Professional Services
2008	9895	\$100,000	\$50,000
2022	13278	\$134,000*	\$67,000*

* Rounded to the nearest thousand

Sec. 21A-19. Contracts for public works.

Every project involving an expenditure of more than one hundred thousand dollars (\$100,000.00) for the construction, improvement, repair, or maintenance of public works shall be let in accordance with the procedures set forth in the Charter of the City of Cypress. Such projects involving an expenditure of one hundred thousand dollars (\$100,000.00) or less may be affected by the use of city forces or let through informal bid procedures applicable to the purchase of supplies and equipment. For professional services contracts under fifty thousand dollars (\$50,000.00) related to public works projects, the city manager is authorized to enter into contract. Contracts in excess of fifty thousand dollars (\$50,000.00) shall be approved by city council. These limits shall be updated annually before July 1 of each year, based on the cost index for construction costs in Los Angeles area as published by ENGINEERING NEWS-RECORD, New York, New York, by resolution of city council.

(Ord. No. 877, § 1, 1-27-92; Ord. No. 985, § 1, 1-25-99; Ord. No. 1102, § 1, 10-27-08.)



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/24/2022

SUBJECT: Approve Plans and Specifications for Senior Center Interior Improvements, Project 290

RECOMMENDATION

Approve Plans and Specifications for Senior Center Interior Improvements, Project 290.

DISCUSSION

The Senior Center was constructed in 1993. It is approximately 15,500 square feet and has gone through several improvements over the years, the latest being the restroom remodel in 2021 and the atrium skylight and roof replacement and heating and air conditioning upgrade in 2019.

In May, City Council awarded a design contract to BOA Architecture to improve the remaining portions of the Senior Center. Public Works worked with Recreation and Community Services to develop the project scope that will address various interior improvements to the most heavily used areas to provide an updated and modern look.

This project will include new paint, flooring, lighting and ceilings, a reconfigured reception desk, refinished wood cabinets and doors, and other miscellaneous improvements to the kitchen, lobby, and multi-purpose room. Due to the volatility in construction costs and contractor availability, the project has additive bid items for the remainder of the facility (see attached layout and cost table). This will allow for improvements such as additional flooring, ceiling, lighting, paint, and cabinetry, depending on the bid amounts received.

Public Works will solicit bids in November and will bring a recommendation for a construction contract to City Council in February. Work is estimated to take eight weeks to complete. Public Works will coordinate with Recreation and Community Services to minimize the construction impacts.

BUDGET IMPACT

None. The District's General Fund budget includes \$500,000 for Senior Center Interior Improvements.

LEGAL REVIEW

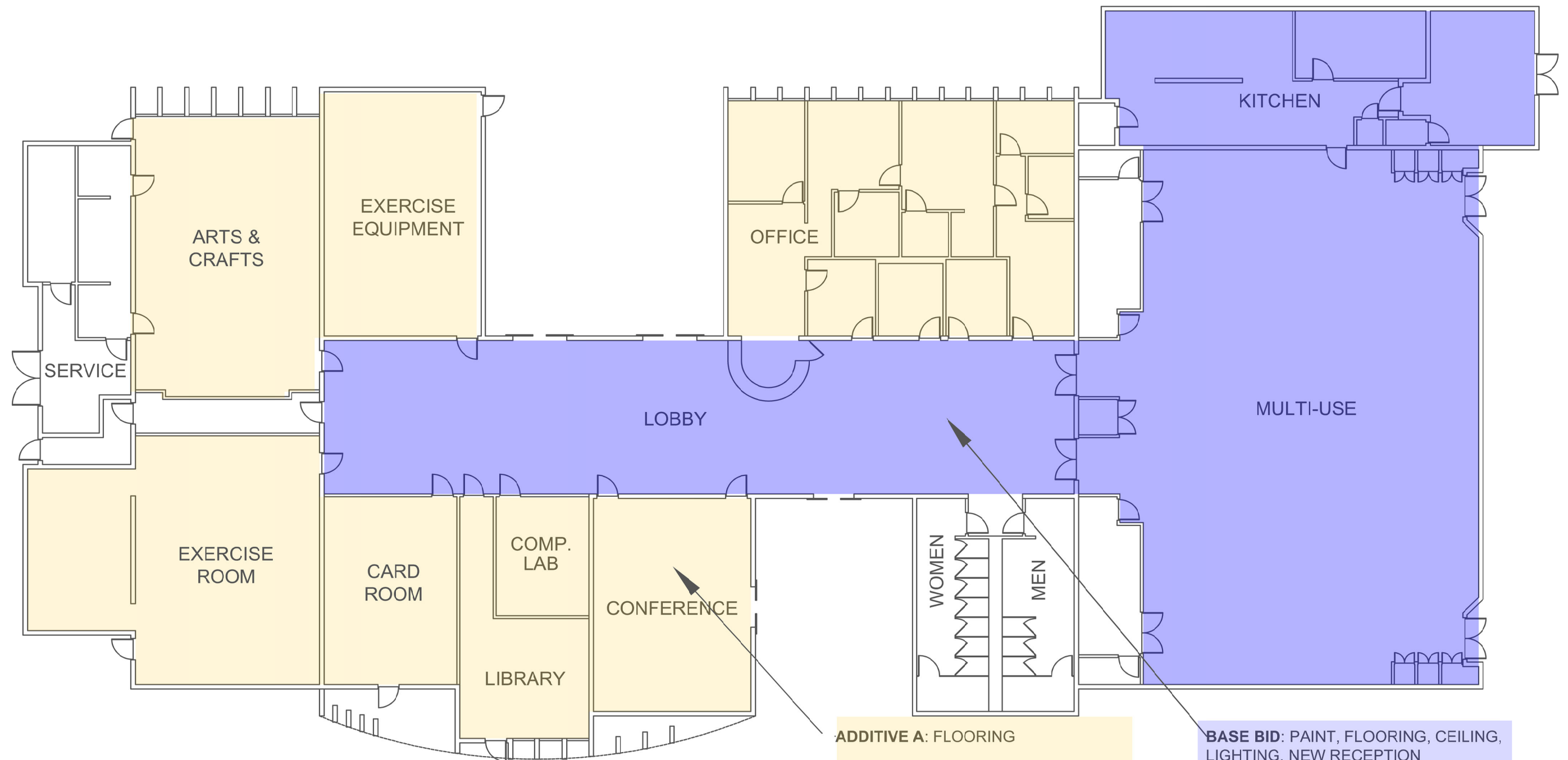
None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Layout

Cost Table



ADDITIVE A: FLOORING
ADDITIVE B: CEILING AND LIGHTING
ADDITIVE C: PAINT AND CABINETRY

BASE BID: PAINT, FLOORING, CEILING,
LIGHTING, NEW RECEPTION
DESK AND REFINISH WOOD

Senior Center Interior Improvements - Project 290

Project Estimate (Approved Budget: \$500,000)

Staff Time/Labor	\$	20,000
Construction - Base Bid Only	\$	380,000
Construction Contingency	\$	57,000
Inspection	\$	38,000
Inspection Contingency	\$	5,000
Project Total	\$	500,000

Construction Estimate

Base Bid - Kitchen, Lobby, Multi-Purpose Room	\$	380,000
Additive 1 - Flooring throughout	\$	60,000
Additive 2 - Ceiling and Lighting	\$	120,000
Additive 3 - Paint and Cabinetry	\$	75,000
Construction Total	\$	635,000



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Alicia Velasco, Planning Director

DATE: 10/24/2022

SUBJECT: Approve an Agreement for On-Call Affordable Housing Consulting Services

RECOMMENDATION

Approve an agreement with RSG, Inc. for on-call affordable housing consulting services.

DISCUSSION

Implementation of the 2021-2029 Housing Element and the resulting affordable housing activity require additional resources and expertise. On-call, or as-needed, contracts provide the City with the flexibility to complete specialized tasks and supplement staff resources. The City uses on-call contracts for environmental review, plan check, and engineering among other services.

In July, the Planning department issued a request for proposals (RFP) for on-call affordable housing consulting services. The required services include monitoring of affordable for-sale and rental units consistent with State laws and preparation of Federal and State mandated affordable housing compliance reports. The RFP was published in the Orange County Register, posted on the City's website, and sent to eight qualified firms. The City received one response from RSG, Inc. RSG is highly qualified, with decades of expertise and experience in affordable housing program development, administration, and monitoring, and it has assisted numerous cities including Murrieta, Santa Ana, Westminster, and El Monte.

The contract is for three years with a two-year extension at the City's option. Prior to starting a project, RSG will provide a scope of work, schedule, and cost proposal for review. Projects with a cost of \$25,000 or more will be brought to the City Council for consideration.

BUDGET IMPACT

Expenditures for the on-call services will be included the Planning department budget or reimbursed by developer under separate agreements.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Service Agreement

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

RSG, INC.

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
RSG, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 24th day of October, 2022 by and between the City of Cypress, a California municipal corporation (“City”) and RSG, Inc., a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress’s Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Tara Matthews, Principal	
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Planning Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance

written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City’s choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Cypress, a municipal corporation

Paulo Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

RSG, Inc.

By: Tara E Matthews

Name: Tara Matthews
Title: Principal and Vice President

By: Jim Simon

Name: Jim Simon
Title: President and Secretary

Address: 17872 Gillette Ave.,
Suite 350
Irvine, CA 92614

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

Task 1. Affordable Housing Program Development and Monitoring

Create program policies, guidelines, and procedures for the development and ongoing monitoring of for-sale and rental affordable units consistent with State laws, including but not limited to Density Bonus, and Surplus Lands Act. Tasks may include:

- Create systems for ongoing administration and monitoring of regulatory agreements.
- Create flowcharts and protocols for the monitoring of title transfers, loan payoff/subordination, default remedies, and other processes associated with ownership and rental programs.
- Create program agreement templates that align with industry best practices.
- Create a database of housing loans in order to monitor loan agreement, insurance, and residency requirements.
- Provide Community Development Block Grant Program Administration Support. Conduct income verifications, inspections, audits, close-outs, performance reports, and other record keeping tasks as necessary. Provide technical guidance on eligible and ineligible CDBG activities, including eligible project costs, eligible administrative and planning costs, and other program criteria.
- Assist the City with administration and monitoring of regulatory agreements, eligibility requirements and other programs.
- General Technical Assistance. As needed, provide staff with support, guidance, and resources for housing related questions or issues.
- Provide training to City staff to implement program guidelines and meet best practices.

Task 2. As-Needed Affordable Housing, Economic Development, and SB 341 Compliance Assistance

- Preparation and/or review of Affordable Housing Compliance Reports.
- Review affordable housing agreements to analyze conditions, terms, covenants, and affordable housing restrictions.
- Provide affordable housing project tenant and/or homebuyer qualification and eligibility.
- Assistance and guidance on Federal requirements such as: affirmative marketing; environmental review; displacement; relocation; acquisition; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free work place.
- Site Assembly Coordination. Assist with the review of development proposals, title reports, and any other documents associated with disposition of real estate property.
- Evaluation of Affordable Housing Projects. Provide technical assistance and feasibility analysis in evaluating affordable housing projects.
- Provide project-specific advice and analysis for real estate assembly and development projects.
- Prepare fiscal impact analyses.
- Prepare and recommend fee waiver options for affordable housing developments.
- Prepare inclusionary housing and motel conversion feasibility studies and reports.

- Identify, and assist in the application of, potential economic development and housing funding opportunities.
- Provide advice, negotiation assistance and analysis for proposed affordable housing developments.
- Prepare audits of SB 341 reports, affordable housing projects, and affordable housing agreements including residual receipts and loan documents.
- General Technical Assistance. As needed, provide staff with support, guidance, reports, educational materials, and resources for housing and economic development related questions or issues.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. DELETE subsection 2.1 and REPLACE with the following:

2.1 Contract Sum.

For on-call services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference.

II. DELETE subsection 3-4 and REPLACE with the following:

3.4 Term & Extended Term.

Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding three (3) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of one (1) extended term of two (2) years. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Consultant written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of two (2) additional calendar years, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

RSG proposes the below rate schedule for these services.

Hourly Billing Rates

Principal / Director \$ 275

Senior Associate \$ 200

Associate \$ 185

Senior Analyst \$ 150

Analyst \$ 135

Research Assistant \$ 125

Technician \$ 80

Clerical \$ 60

Reimbursable Expenses Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs, and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance.

Invoices identify tasks completed to date, hours expended and the hourly rate.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- D-1 Hourly rates set forth in Exhibit “C”, may be modified upon approval of the Contract Officer and Director of Finance, on an annual basis.
- D-2 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Consultant, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.
- D-3 The Consultant shall provide a detailed schedule, in a format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

9.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/24/2022

SUBJECT: Approve the Revised Award of Purchase for One Replacement Police Vehicle

RECOMMENDATION

1. Authorize the revised award of purchase for one replacement police vehicle, including partial upfitting, for \$72,480.56 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and
2. Authorize an appropriation increase in the amount of \$11,421.

DISCUSSION

In May, City Council approved the replacement purchase of a Police Interceptor SUV involved in a traffic collision. The \$61,060 purchase was from Wondries Fleet Group via the National Auto Fleet Group through the Sourcewell cooperative purchasing program. Municipal Code Section 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective method of procurement by receiving volume type pricing. Such cooperative agreements provide the same terms and prices offered to other government agencies through a competitive bid process.

The vehicle order was placed in May, however, National Auto Fleet Group recently notified Public Works that Ford canceled the order and is canceling all remaining 2022 orders (see attachment). The price for a 2023 Police Interceptor SUV increased by \$11,421 and all necessary upfitting costs remain the same. Since the City had an order placed, Ford will expedite the order, and delivery is expected in early 2023.

BUDGET IMPACT

The revised total cost to purchase and fully upfit the replacement vehicle is \$73,747, which is \$11,421 more than the amount previously by the City Council. The additional \$11,421 is available in the City's Capital Replacement Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Agenda Report - May 23, 2022

Ford Letter

Updated Vehicle Cost Estimate with Original Upfit Bids

Cost Summary



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

Item # 12.

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Approve the Purchase of One Replacement Police Vehicle**

RECOMMENDATION

1. Authorize the purchase of one replacement police vehicle, including most upfitting, for \$61,060 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and
2. Authorize an appropriation increase of \$62,326 in the City's Capital Replacement Fund to purchase and fully upfit the replacement police vehicle; and
3. Authorize a transfer of \$51,160 from the General Liability Fund to the City's Capital Replacement Fund for available insurance proceeds received.

DISCUSSION

In May 2021, a Police Interceptor SUV was involved in a traffic collision and after several months was considered a total loss by the City's insurance provider and \$51,160 was received as reimbursement for the loss.

Public Works will purchase a replacement vehicle from Wondries Fleet Group via the National Auto Fleet Group through the Sourcewell cooperative purchasing program. Municipal Code Section 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective method of procurement by receiving volume type pricing. Such cooperative agreements provide the same terms and prices offered to other government agencies through a competitive bid process.

The purchase price and all necessary upfitting for one vehicle is \$62,326. None of the specialized equipment on the totaled vehicle was salvageable and cannot be used on the replacement vehicle. While most of the necessary upfitting costs will be incorporated into the purchase from Wondries, the vehicle will require some additional aftermarket installation of specialized equipment. The vehicle should arrive within 160 days of initiating the purchase.

BUDGET IMPACT

The total cost to purchase and upfit the replacement vehicle is \$62,326. The City received insurance proceeds of \$51,160 and the remaining \$11,166 is available in the City's Capital Replacement Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

[Vehicle Cost Estimate With Upfit Bids](#)

[Cost Summary](#)



Nathan Oscarson
Commercial and Government Sales

16800 Executive Plaza Dr
Dearborn, MI 48126

Dear Valued Government Partner:

First, I'd like to thank you for your continued support over the years as we have worked together to provide for the vehicle needs of our communities. We have always tried to place our government partners first in all our decision making.

As you know, this past year has presented an extremely challenging environment for the global automotive industry due to the continuing global microchip shortage, major disruptions in the supply chain due to the war in Eastern Europe and other factors and the lingering impact of Covid. This unprecedented combination of events has contributed to logistical challenges and unpredictable manufacturing plant downtime. Given the high order submissions and unforeseen plant downtime, we will not be able to build all the unscheduled 2022 MY vehicles currently in the Government order bank. We will be prioritizing all 2022 MY vehicles that have been Purchase Order verified and re-submitted as a 2023 MY. Please work with your dealership contact to verify which orders will need to be carried over from one year to the next.

Compounding matters, we are experiencing record inflation, greater than at any time in the last forty years. Inflation, as well as significant impacts on raw material costs are affecting new vehicle pricing. Given these circumstances, we will not guarantee price protection on unscheduled 2022 MY orders that are re-entered into the 2023 MY order bank. We appreciate your understanding as we work through these challenging times, and you can be assured that we are closely monitoring such global events and will communicate any implications beyond the 2023 MY at the appropriate time.

Please contact your dealership representative for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

Nathan Oscarson

National Government Sales Manager



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

March 30, 2022

Mr. Jose Guerra
City of Cypress
5275 Orange Ave
Cypress, Ca 90630
Delivery Via Email

Dear Mr. Guerra,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Cypress new/unused 2023 Ford Police Interceptor Utility Non-Hybrid responding to your requirement with the attached specifications for \$ 47,134.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAFG. Unit includes Ballistic Doors.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2023 Ford Police Interceptor Utility Non Hybrid	51,770.00	47,134.00	8.95%	4,636.00
Black and White Paint		1,250.00		
Dana Safety Upfit QT 435356		18,620.00		
Sub Total		67,004.00		
Sales Tax		5,192.81		
Transportation		275.00		
Tire Tax		8.75		
Total		72,480.56		

Terms are net 30 days.

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard

National Law Enforcement Sales Manager

National Auto Fleet Group

626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com



Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	435356
Customer No.	CYPRESS

Bill To

City of Cypress
 5285 Cypress Street
 Cypress, CA 90630

Ship To

(For Pickup - LOSA)
 Canoga Park, CA
 9035 Independence Avenue
 Canoga Park, CA 91304

Contact: Larry Campus
Telephone: 562-553-2355
E-mail: lcampos@cypressca.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/30/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Project Name
Chris Degioanni			Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION Warehouse: LOSA Vin #: 2022 PIU		0.0000	0.00
1	1	Y	27-30483-CM CODE3 LIGHTBAR DUAL COLOR MATRIX Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	Z3SXP-1 CODE 3 Z3 SIREN W SERIAL INTERFACE PBCH W BNSHE Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	S13971M CODE3 Solar panel Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	SWITCHNODE CODE 3 SWITCHNODE Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	Z3S-OBD-PIUEXP CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EX Warehouse: LOSA Vin #: CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EXP		0.0000	0.00
2	2	Y	C3900L CODE Slimline speaker with universal "L" bracket Warehouse: LOSA Vin #:		0.0000	0.00

Print Date	03/30/22
Print Time	12:09:45 PM
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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	435356
Customer No.	CYPRESS

Bill To

City of Cypress
 5285 Cypress Street
 Cypress, CA 90630

Ship To

(For Pickup - LOSA)
 Canoga Park, CA
 9035 Independence Avenue
 Canoga Park, CA 91304

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Telephone: 562-553-2355
E-mail: lcampos@cypressca.org

Contact:
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E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/30/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ULTMC-RB CODE 3 MEGA THIN 12-LED SURFACE MOUNT - RED/BLUE Warehouse: LOSA Vin #:	0.0000	0.00
2	2	Y	MR6LBKT CODE3 90° 'L' shaped bracket (MR6) Warehouse: LOSA Vin #:	0.0000	0.00
6	6	Y	MR6MC-RB CODE 3 MR6 MULTI-COLOR LIGHT RED/BLUE Warehouse: LOSA Vin #: 4 Mounted in push bumper 1 Mounted in each cargo window	0.0000	0.00
1	1	Y	CD9012-PI-BW CODE 3 12 LED HIDE-A-BLAST T-LOCK BLUE/WHITE Warehouse: LOSA Vin #: TWIST LOCK	0.0000	0.00
1	1	Y	MISC CODE3 (CD9012-PI-RW) Warehouse: LOSA Vin #: CODE 3 12 LED HIDE-A-BLAST T-LOCK BLUE/WHITE TWIST LOCK	0.0000	0.00
1	1	Y	42-3PRBA-CM CODE3 CITADEL,EZ 2T,MNT,PIU20,RBA,MATRIX Warehouse: LOSA Vin #:	0.0000	0.00

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/30/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	CW0411-WR CODE 3 400 SERIES COMPARTMENTAL LIGHTS WHITE/RED Warehouse: LOSA Vin #: 1 Mounted in rear cargo area 1 Mounted on rear hatch	0.0000	0.00
2	2	Y	M180SMC-RB CODE 3 M180 LIGHT HEAD RED/BLUE Warehouse: LOSA Vin #: Mounted under side mirrors	0.0000	0.00
2	2	Y	BSM-BKT-PIU20 CODE 3 BELOW SIDE MIRROR MTG PIU 2020 Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: LOSA Vin #: Mounted above center console	0.0000	0.00
1	1	Y	CC-20-UV10-L8 TROY CONSOLE Warehouse: LOSA Vin #: 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM USB RELOCATION	0.0000	0.00

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03/30/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: LOSA Vin #: 800 LUMEN LIGHT OUTPUT *****	0.0000	0.00
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN Warehouse: LOSA Vin #: CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****	0.0000	0.00
1	1	Y	AC-TB-ARMMNT-58 TROY bolt to back of consoles Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	CM-UV20-SL-LED TROY COMPUTER PACKAGE Warehouse: LOSA Vin #: CM-UV20-SL-LED	0.0000	0.00

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DANA SAFETY SUPPLY, INC
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Telephone: 800-845-0405

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03/30/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Project Name
Chris Degioanni			Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INV-ES-ORG-FB-PIU20 INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	INV-ES-ORG-FB-PIU20 ACCESSORY, ELECTRONIC STORAGE, ORGANIZER, DUAL FLARE BOX, PIU 2020, POLY COATED INV-ES-FF-ET-PIU20 INNOVATIVE ELETRONIC STORAGE, FALSE FLOOR, ELECTRONICS Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	INV-ES-FF-ET-PIU20 ELETRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020, POLY COATED PK1134ITU20TM SMC FORD PI SUV 2020 1/2 & 1/2 Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	QK2141ITU20 SMC Full Replacement Transport Seat TPO Plastic with # Warehouse: LOSA Vin #:		0.0000	0.00

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03/30/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	MISC SETINA (BK2102ITU20PB6) Warehouse: LOSA Vin #: PB450L4 Aluminum Bumper, CODE3 MR6 Light Type Variation MULTI COLOR All 4 MR6 Red/Blue	0.0000	0.00
1	1	Y	OK1304ITU SMC PUSHBUMPER BIKE RACK Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	GK11211B1USSCAXL SMC Dual T-Rail Mount 1 1082E Blac-Rac, 1 Universal XL Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	AC-CVLTBOX TRO CROWN VIC TRUNK ORGANIZER W/ LOCKABLE GUN LOCKER Warehouse: LOSA Vin #:	0.0000	0.00

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4809 KOGER BLVD
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03/30/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Project Name	
Chris Degioanni			Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	SC-1 SANTA CRUZ SHOT GUN LOCK Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	SS0009 PRO GARD SAFESTOP, 2020 PI-UTILITY Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	6001-3001B CE TH Series Time Delay Relay, 200 A Warehouse: LOSA Vin #:		0.0000	0.00
2	2	Y	MISC ANTENNA KIT Warehouse: LOSA Vin #: Antenna, Cable & Adapter		0.0000	0.00
1	1	Y	1016B BLUE SEAS, USB CHARGER Warehouse: LOSA Vin #:		0.0000	0.00
2	2	Y	CM006385 HAVIS CM006385 HEAVY DUTY GAS SPRING Warehouse: LOSA Vin #: CM006385		0.0000	0.00
1	1	Y	8028B CE RT Fuse Block 6 Pos w/ LED Indication, Bulk Warehouse: LOSA Vin #:		0.0000	0.00

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Telephone: 800-845-0405

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Contact: Larry Campus
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Contact:
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/30/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	8029B CE RT Fuse Block 12 Pos w/ LED Indication, Bulk Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	8030B CE RT Screw Terminal 12 Circuit Dual Level Busbar, Bul Warehouse: LOSA Vin #:	0.0000	0.00
1	1	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: LOSA Vin #:	15,385.0000	15,385.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LOSA Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	185.0000	185.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: LOSA Vin #:	350.0000	350.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LOSA Vin #:	2,700.0000	2,700.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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03/30/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Project Name	
Chris Degioanni		Chris Degioanni - LA				
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	03/30/22
Print Time	12:09:45 PM
Page No.	9

Printed By: Chris Degioanni

Subtotal	18,620.00
Freight	0.00
Order Total	18,620.00

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD



National Auto Fleet Group

Prepared By:

Kevin Buzzard
National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2023 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE

CODE	DESCRIPTION
500A	Order Code 500A

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black

SEAT TYPE

CODE	DESCRIPTION
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17621, Data updated Oct 3, 2022 6:48:00 PM PDT

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
76D	Underbody Deflector Plate -inc: Engine and transmission shield

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	Keyed Alike - 1284x
90E	Ballistic Door-Panels (Level III+) -inc: Driver and passenger front-doors

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	Rear Auxiliary Air Conditioning
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
76R	Reverse Sensing System
60R	Noise Suppression Bonds (Ground Straps)
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring

Options Total

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Exterior

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Remote Releases -inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$47,165.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD	\$47,165.00
OPTIONS		
17A	Rear Auxiliary Air Conditioning	\$610.00
19V	Rear Camera On-Demand	\$230.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
52P	Hidden Door-Lock Plunger	\$160.00
59B	Keyed Alike - 1284x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
76D	Underbody Deflector Plate	\$335.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate	\$45.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
87R	Rear View Camera	\$0.00
90E	Ballistic Door-Panels (Level III+)	\$3,170.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$2,830.00)
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17621, Data updated Oct 3, 2022 6:48:00 PM PDT

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

SUBTOTAL	\$50,275.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$51,770.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



LINE-X of Orange County

1104 W. Collins Ave.

Orange, CA 92867

Email: LineXOC@gmail.com

Phone:714-744-8428 Fax:714-632-5757

Estimate

Date	Estimate #
1/20/2022	778

Customer Name:

City of Cypress
5275 Orange Ave
Cypress, CA 90630
714-229-6769

Project

Terms

Quoted By:

Police Hoods

Net 30

Noah

Item	Description	Quantity	Price Each	Amount
RLM	LINE-X Application to Hood		300.00	300.00
RMMPRE	LINE-X Material for Hood, Premium		200.00	200.00T
			Subtotal	\$500.00
			Sales Tax (7....	\$15.50
			Total	\$515.50

Please contact us to schedule work or to make changes to this estimate. This estimate is subject to change. An invoice will be created upon job completion. All invoices must be paid in accordance with the terms listed above. Please reference this estimate number on all correspondence.

Full Sail Graphics & Marketing

15632 Product Lane, Ste. A
Huntington Beach, CA 92649
(714) 451-8428
Peterb@fullsailgraphics.com
www.fullsailgraphics.com



Estimate

ADDRESS

Larry Campos
City of Cypress
5285 Cypress St.
Cypress,
Cypress, CA 90630

SHIP TO

Larry Campos
City of Cypress
5285 Cypress St.
Cypress,
Cypress, CA 90630

ESTIMATE # 126-2299**DATE** 01/20/2022**EXPIRATION DATE** 07/31/2022**SHIP VIA**

Field Install

ACTIVITY	QTY	RATE	AMOUNT
Digital Print Cypress Police Graphics Kit for Ford Explorer Includes Door Logos, Uni Numbers, Roof Graphics, Flag and rear graphics	1	325.00	325.00T
Installation Labor Install Graphics for Multiple units or shop install	1	300.00	300.00
Installation Labor trip charge for single unit at Cypress location	1	100.00	100.00
SUBTOTAL			725.00
TAX			25.19
TOTAL			\$750.19

Accepted By

Accepted Date

Cost Breakdown Summary

2022 Vehicle Replacement Cost

Vehicle	\$42,440
Upfit	\$19,886
Total	\$62,326

2023 Vehicle Replacement Cost

Vehicle	\$53,861
Upfit	\$19,886
Total	\$73,747

Difference	\$11,421
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CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/24/2022

SUBJECT: Approve an Update to the Fiscal Strategies

RECOMMENDATION

Approve an update to the Fiscal Strategies to establish annual discretionary payments to CalPERS using a portion of available year-end operating surpluses.

DISCUSSION

In 2018, the City Council approved strategies for ensuring the City's short-term and long-term fiscal health in reaction to projected budget deficits. The strategies evolve over time to guide recommended responses to financial uncertainty and are monitored throughout the year, reviewed annually by the City Council as part of the budget process, and updated as necessary.

The strategies inform development of the Budget and Capital Improvement Program and provide policies and practices which guide the City's response to financial uncertainty. The strategies are:

1. The Budget will be balanced and focus on long-term sustainability
2. Reserves and fund balances will be maintained prudently
3. Available resources and the Strategic Plan will determine service levels
4. Continue to invest in the maintenance of facilities and infrastructure
5. Financial decisions will be transparent to the public

The strategies are comprised of policies (formal actions taken by the City Council) and practices (actions City management and City Council undertake to promote and protect financial resiliency). The strategies are intended to:

- Ensure Cypress remains financially resilient and provides necessary services to the community
- Allow time to affect change and adapt to financial challenges
- Enhance transparency and encourage community involvement
- Create methods to analyze the costs and benefits of services over the long-term
- Help the City Council, City management, the community, and employee associations

balance competing demands for scarce resources

The strategies do not provide specific solutions to the financial challenges; rather they represent an approach to navigating important and difficult decisions necessary to maintain the City's sound fiscal health.

Pension Liability Mitigation

Anticipating financial uncertainties from rising inflation and recession worries, the FY 2022-23 Budget Message discussed the need to review options to enhance and expand the City's CalPERS pension liability mitigation strategies. As a first step, the City Council's Strategic Plan includes an objective to update the Fiscal Strategies to establish annual discretionary payments (ADP) to CalPERS using a portion of available year-end operating surpluses.

The most recent CalPERS actuarial valuation sets the City's unfunded pension liability at \$32.7 million. Due to investment declines since the date of the last actuarial valuation (June 30, 2021), the unfunded pension liability is expected to increase in the coming year(s).

Over the last several years, the City Council has repeatedly examined the potential for pension liabilities to strain City resources, and has implemented several pension mitigation efforts:

- A pension trust was established in 2018; trust assets exceed \$20 million and effectively reduce the unfunded pension liability reported at June 30, 2022 to about \$13 million
- Employee groups agreed to make larger contributions toward the costs of their pensions
- The City prepays its annual CalPERS payment, earning a discount

Recommended Update to Fiscal Strategies

An ADP is an optional payment to CalPERS that increases the City's pension assets and decreases the City's net unfunded pension liability. An ADP is in addition to the City's required annual payment to CalPERS against its unfunded liability. In FY 2022-23, the unfunded liability payment to CalPERS is \$4.4 million. The unfunded liability payment is recalculated as part of the actuarial valuation and changes from year to year based on many factors, including incorporating investment returns for the past year.

In many ways, an ADP is similar to an additional mortgage payment, where, over the long-term, additional payments reduce the loan principal and the mortgage is paid-off earlier, saving interest costs. In the City's case, each ADP will lower future annual minimum unfunded liability payments. It is important to note that, unlike funds invested in the City's pension trust, an ADP is permanently invested with CalPERS and subject to the same risk as CalPERS's overall portfolio. There is also no method to accurately predict the exact impact of an ADP on future year's unfunded liability payments.

Annual discretionary payments would be made using a portion of available year-end General Fund surpluses, which are currently dedicated to future facility and infrastructure improvements and invested in the pension trust. Approving the ADP strategy would create a third investment option for available surplus amounts. The year-end surplus is determined at the conclusion of the annual audit (typically in December), and recommendations for investing the surplus are considered by the City Council as part of the Mid-Year Budget Report in February. Any transfers to the Infrastructure Fund, investments in the pension trust or ADP to CalPERS require City Council approval.

BUDGET IMPACT

None.

LEGAL REVIEW

Not applicable.

APPROVED BY: Peter Grant, City Manager

Attachments

Fiscal Strategies - Revised October 2022

Fiscal Strategies - Revised October 2022 (Redline Version)

BUDGET OVERVIEW

FISCAL STRATEGIES OVERVIEW

Purpose of Fiscal Strategies

Primary among the responsibilities the City of Cypress has to its citizens is the care of public funds and wise management of its assets while providing for the adequate funding of the services desired by the public and the maintenance of public facilities. Financial management strategies, designed to ensure the fiscal stability of the City, have been implemented to provide guidance for the development and administration of the annual operating and capital budgets.

Fiscal Strategies

1. The Budget will be balanced and focus on long-term sustainability
2. Reserves and fund balances will be maintained prudently
3. Available resources and the Strategic Plan will determine service levels
4. Continue to invest in the maintenance of facilities and infrastructure
5. Financial decisions will be transparent to the public

These strategies are a foundation for protecting and assessing Cypress' financial well-being. They do not provide specific solutions to arising financial challenges; rather they represent an approach to navigating important and difficult decisions necessary to address Cypress' changing cost structure and ever more scarce resources.

The strategies are comprised of policies (formal actions previously taken by the City Council) and practices (actions management and City Council undertake to promote and protect financial resiliency).

Strategy Objectives

- Ensure Cypress provides necessary services to the community and remains financially resilient
- Allow time to affect change and adapt to financial challenges
- Enhance transparency and encourage community involvement
- Create methods to analyze the costs and benefits of services over the long-term
- Help the City Council, City Management, the community, and employee associations balance competing demands for scarce resources

Reflecting the city's limited ability to control revenues, the objectives focus on service levels, efficiencies, expenditures control, and performance measure-based evaluation of programs and services.

BUDGET OVERVIEW

FISCAL STRATEGIES

1. The Budget will be balanced and focus on long-term sustainability

Policies

- 1.1. The Budget presented to City Council will be balanced (current year revenues fund current year operating expenses)

Practices

- 1.2. Reserves (excluding amounts accumulated for capital projects or capital outlay) will only be used to address extraordinary, short-term circumstances
- 1.3. The Budget will include a Five-Year Financial Projection
- 1.4. Ongoing operations will be funded with ongoing revenues
- 1.5. Expenditure growth will be limited to essential/necessary increases
- 1.6. Fees will be evaluated annually to identify the full cost of providing services
- 1.7. Sales tax revenue budgeted to support City operations will be estimated using a baseline calculation to manage risk and volatility. The baseline calculation will incorporate a four-year average¹ of sales tax revenues and be reviewed (and adjusted if necessary) annually. Revenues above the baseline will be available for one-time expenditures. When sales tax revenues are projected to decrease, the baseline calculation approach may be supplanted with a more conservative projection methodology.
- 1.8. New programs/services must be revenue neutral, resulting in no impact to fund balance in the General Fund
- 1.9. Performance measures will be presented in the Budget and used to evaluate the effectiveness of programs and services
- 1.10. “Mini-financial statements” will identify the net costs of revenue generating programs and services
- 1.11. Pension trust investments will be reviewed annually to determine if adjustments to the investments or deposits/ withdrawals are warranted

¹ The four-year average includes projections for Proposed Budget (i.e. FY 2022-23); estimates from the current fiscal year Amended Budget (i.e. FY 2021-22), and the actual revenue in the two prior fiscal years (i.e. FY 2020-21 and FY 2019-20).

BUDGET OVERVIEW

FISCAL STRATEGIES

2. Reserves and fund balances will be maintained prudently

Policies

2.1. The City will maintain the following contingency reserves:

- Reserve for Economic Uncertainty. Equal to 25% of General Fund expenditures, the reserve stabilizes City services should General Fund revenues decrease by greater than 10% or estimated General Fund expenditures increase by more than 10% and when the City Council determines the City's ability to provide basic service to the community is threatened
- Reserve for Emergency/Disaster Recovery. Equal to 30% of General Fund expenditures, the reserve pays for capital needs in response to an emergency or natural disaster and provides resources to begin recovery prior to FEMA assistance or insurance proceeds become available

2.2. The City will maintain fully funded replacement accounts for capital including: equipment, vehicles, and technology

2.3. The City will maintain fully funded internal service funds for: workers' compensation and general liability insurance; employee benefits; and central services (the ongoing maintenance of equipment, vehicles and facilities and print shop and information technology operations)

2.4. The City will conform to the Governmental Accounting Standards Board Fund Balance Policy Statement 54 which defines fund balance categories and creates the authority necessary to establish them

Practices

2.5. Maintain a \$2.5 million Stabilization Reserve designed to provide a period of adjustment should a major tax generating business relocate or cease operations or at the City Council's discretion in response to other economic shocks

2.6. Maintain a \$2.0 million Budget Stabilization Reserve which can be used in the short-term to assist with budget shortfalls due to forecasted financial challenges

2.7. Fiscal year end General Fund savings or unappropriated revenues will be:

1. Used to replenish any reserves used to fund operations during the fiscal year
2. Transferred to internal service funds to address unfunded liabilities, including pension and retiree health liabilities. Such transferred amounts will be invested in a manner consistent with offsetting or reducing these liabilities and may include pension trust investment and additional discretionary payments to CalPERS.
3. Transferred for future facility and infrastructure projects

BUDGET OVERVIEW

FISCAL STRATEGIES

- 2.8. The General Fund will maintain an unassigned fund balance sufficient to account for unforeseen revenue shortfalls or unanticipated expenditures that may arise during the fiscal year
- 2.9. The City will identify its long-term liabilities and obligations and develop policies to address them including a mitigation plan for unfunded pension liabilities. Such pension mitigation matters include a commitment to annually contribute funding for investment in the City's pension trust and additional discretionary payments to CalPERS over and above the minimum required actuarial funding levels established by CalPERS.

3. Available resources and the Strategic Plan will determine service levels

Policies

- 3.1. The City Council will conduct Strategic Plan workshops at least twice a year
- 3.2. Programs, services, and staffing will be evaluated annually as part of the Budget process
- 3.3. Employee compensation will be competitive and sufficient to attract, motivate and retain high-quality employees committed to Cypress' success

Practices

- 3.4. The Budget will recommend programs, services and staffing using the following criteria:
 - Is it necessary for public health or safety?
 - Is it mandated by the State or Federal government?
 - Does it accomplish a Strategic Plan goal or objective?
 - Does it result in operating savings (or additional costs) in the future?
 - Is significant outside/restricted funding available?
 - Does it promote economic development?
- 3.5. Employees and employee associations are important partners and the City will engage them in the Budget process
- 3.6. The city will complete development of, and annually update, a Succession Plan
- 3.7. All staffing vacancies will be evaluated through the Succession Plan prior to a decision to fill the position

BUDGET OVERVIEW

FISCAL STRATEGIES

4. Continue to invest in the maintenance of facilities and infrastructure

Policies

- 4.1. Accumulated facility and infrastructure funding will be allocated through the Seven-Year Capital Improvement Program (CIP)
- 4.2. The General Fund will make minimum annual contributions of \$1.8 million for Capital Improvements. Included in the \$1.8 million will be contributions for facility and infrastructure improvements as follows:
 - Storm drain improvements and operations \$500,000
 - Facility improvements \$250,000Additionally, \$1,050,000 will be transferred from the General Fund for either current year or future expenditures depending on availability of restricted revenues for transportation purposes and the ability to meet associated Maintenance of Effort (MOE) requirements.

Practices

- 4.3. Facilities and infrastructure will be maintained to extend their useful life
- 4.4. The infrastructure reserve will maintain a balance sufficient to construct at least 115% of the projects included in the Seven-Year CIP funded by the General Fund
- 4.5. When practical, capital projects should be financed on a pay-as-you-go basis without issuing debt
- 4.6. Capital projects will prioritize the use of restricted funds (those other than the General Fund) and seek outside funding
- 4.7. The CIP will be guided by existing infrastructure system master plans
- 4.8. Options for ongoing revenue sources to support Recreation and Park District facilities and infrastructure improvements will be identified
- 4.9. Long-term facility and infrastructure needs beyond the Seven-Year CIP will be identified

BUDGET OVERVIEW

FISCAL STRATEGIES

5. Financial decisions will be transparent to the public

Policies

- 5.1. The Budget, CIP, audit/Comprehensive Annual Financial Report, and financial policies will be considered by the City Council annually and available on the City's website

Practices

- 5.2. The City Council will review the City's finances at its regular meetings:
- | | |
|----------------|--|
| January | Fiscal year end, audit, and Comprehensive Annual Financial Report presentation |
| February | Mid-year Budget review |
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BUDGET OVERVIEW

FISCAL STRATEGIES OVERVIEW

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BUDGET OVERVIEW

FISCAL STRATEGIES

1. The Budget will be balanced and focus on long-term sustainability

Policies

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¹ The four-year average includes projections for Proposed Budget (i.e. FY 2022-23); estimates from the current fiscal year Amended Budget (i.e. FY 2021-22), and the actual revenue in the two prior fiscal years (i.e. FY 2020-21 and FY 2019-20).

BUDGET OVERVIEW

FISCAL STRATEGIES

2. Reserves and fund balances will be maintained prudently

Policies

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- Reserve for Emergency/Disaster Recovery. Equal to 30% of General Fund expenditures, the reserve pays for capital needs in response to an emergency or natural disaster and provides resources to begin recovery prior to FEMA assistance or insurance proceeds become available

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2.4. The City will conform to the Governmental Accounting Standards Board Fund Balance Policy Statement 54 which defines fund balance categories and creates the authority necessary to establish them

Practices

2.5. Maintain a \$2.5 million Stabilization Reserve designed to provide a period of adjustment should a major tax generating business relocate or cease operations or at the City Council's discretion in response to other economic shocks

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BUDGET OVERVIEW

FISCAL STRATEGIES

- 2.8. The General Fund will maintain an unassigned fund balance sufficient to account for unforeseen revenue shortfalls or unanticipated expenditures that may arise during the fiscal year
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Practices

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BUDGET OVERVIEW

FISCAL STRATEGIES

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Policies

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Storm drain improvements and operations	\$500,000
Facility improvements	\$250,000

Additionally, \$1,050,000 will be transferred from the General Fund for either current year or future expenditures depending on availability of restricted revenues for transportation purposes and the ability to meet associated Maintenance of Effort (MOE) requirements.

Practices

- 4.3. Facilities and infrastructure will be maintained to extend their useful life
- 4.4. The infrastructure reserve will maintain a balance sufficient to construct at least 115% of the projects included in the Seven-Year CIP funded by the General Fund
- 4.5. When practical, capital projects should be financed on a pay-as-you-go basis without issuing debt
- 4.6. Capital projects will prioritize the use of restricted funds (those other than the General Fund) and seek outside funding
- 4.7. The CIP will be guided by existing infrastructure system master plans
- 4.8. Options for ongoing revenue sources to support Recreation and Park District facilities and infrastructure improvements will be identified
- 4.9. Long-term facility and infrastructure needs beyond the Seven-Year CIP will be identified

BUDGET OVERVIEW

FISCAL STRATEGIES

5. Financial decisions will be transparent to the public

Policies

- 5.1. The Budget, CIP, audit/Comprehensive Annual Financial Report, and financial policies will be considered by the City Council annually and available on the City's website

Practices

- 5.2. The City Council will review the City's finances at its regular meetings:
- | | |
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- 5.6. The City Council will receive and file investment reports and warrants, transfers, and wires reports at its regular meetings



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

11.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/24/2022

SUBJECT: Award Contracts for Oak Knoll Park Parking Lot Resurfacing, Project 332

RECOMMENDATION

1. Approve Plans and Specifications for the Oak Knoll Park Parking Lot Resurfacing, Project 332; and
2. Award a contract to J B Bostick Company, Anaheim, CA, for \$53,000, and authorize a contingency of \$7,950; and
3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$16,550, and authorize a contingency of \$1,700.

DISCUSSION

The Seven-Year Capital Improvement Program includes resurfacing the south parking lot at Oak Knoll Park in FY 2022-23. Public Works last resurfaced the parking lot in 2015. The project includes the removal and replacement of failed asphalt pavement, striping, markers and signage. Work is anticipated to start in December and will last approximately two to three weeks.

On October 5, seven contractors submitted bids with J B Bostick Company as the low bidder. Ardurra Group, Inc., the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

BUDGET IMPACT

Estimated project costs will not exceed \$79,200 and sufficient amounts are budgeted in the Recreation and Park District's General Fund.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Award Information and Bid Proposals

Task Order

Project Award Information Checklist

Description of Project:

This project will repair areas of failed asphalt, seal cracks, resurface and restripe the existing parking lot, and other incidental items of work.

Contract Working Days: Ten (10) working days

Advertisement Date: September 15, 2022

Notice Inviting Bids Sent to: CIPList.com, McGraw-Hill Construction, Orange County Register, Construction Bid Source, Construction Bid Board, Association General Contractors of America

Bid Opening Date: October 5, 2022

No. of Bid Packets Distributed: Twenty-three (23)

Bidding Transparency: [Bid Proposals](#)

	Bidders	Bid Amount
1.	J B Bostick Company, Anaheim, CA	\$ 53,000.00
2.	Prestige Striping Services, Corona, CA	\$ 66,442.04
3.	Century Paving, La Mirada, CA	\$ 69,677.00
4.	EC Construction, El Monte, CA	\$ 92,957.00
5.	Asphalt Fabric and Engineering, Signal Hill, CA	\$ 97,351.89
6.	Onyx Paving Co., Anaheim, CA	\$ 111,000.00
7.	PaveWest Inc., Artesia, CA	\$ 120,288.00

Apparent Low Bidder: J B Bostick Company - \$53,000

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:

Valid at Time of Award: Yes

Valid at Time of Bid: Yes

Registration with DIR:

Contractor: Yes

Sub-Contractor: Yes

Experience:

The apparent low bidder has performed this type of work for multiple clients in Southern California.

**Construction Management/
Inspection Firm:** Ardurra Group, Inc.

On-Call Contract Date: June 27, 2022

Amount of Task Order: \$16,550

PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: J B Bostick Company, Inc.

Address: 2870 E. La Cresta Avenue - Anaheim, CA 92806

Telephone: (714) 238-2121

Email: greg@jbbosick.com jim@jbbostick.com

Contractor's License No. and Class: 341573 - C12 Earthwork & Paving and C-8 Concrete - exp: 12/31/2022

Contractor's DIR Public Works Registration No: 1000000734 exp: 6/30/2025

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4)	\$ 2,000.00	\$ 2,000.00
			(Not to exceed 5% of total bid amount excepting Item 1) PER LS		
2.	70,000	SF	Parking Lot Seal Coat (2-coats)	\$ 0.05	\$ 3,500.00
			PER SF		
3.	200	TON	Remove and Replace 2" AC (Section 302)	\$ 165.00	\$ 33,000.00
			PER TON		
4.	1	LS	Striping, Markings and Markers (2-coats)	\$ 11,500.00	\$ 11,500.00
			PER LS		
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303)	\$ 62.50.	\$ 2,000.00
			PER SF		
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post	\$ 500.00	\$ 1,000.00
			PER EA		

TOTAL AMOUNT OF BASE BID: \$ 53,000.00

TOTAL AMOUNT OF BID IN WORDS: _____

Fifty Three Thousand Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

- November 28- December 9
- December 12- December 23

No weekend work is allowed due to scheduled park activities. Any seal coating or striping work that begins during the week shall be completed prior to the end of that week.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: Prestige Striping Services, Inc. DBA: Prestige Paving Company

Address: 1054 Railroad Street., Corona, CA 92882

Telephone: (951) 270-2999

Email: compliance@prestigecompany.net

Contractor's License No. and Class: 827632 C12, C32, A, B, C8

Contractor's DIR Public Works Registration No: 10000267

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) <i>Three Thousand Eight Hundred and Twenty Two</i> (Not to exceed 5% of total bid amount excepting item 1) PER LS	\$3,822	\$ 3,822
2.	70,000	SF	Parking Lot Seal Coat (2-coats) <i>Twenty Six Cents</i> PER SF	\$.26	\$ 18,200
3.	200	TON	Remove and Replace 2" AC (Section 302) <i>One Hundred and Eighty dollars and Seventy Cents</i> PER TON	\$ 180.70	\$ 36,140
4.	1	LS	Striping, Markings and Markers (2-coats) <i>Five Thousand Seven Hundred and Thirty Two</i> PER LS	\$5,732	\$ 5,732
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303) <i>Fifty Nine Dollars and Seventy Two Cents</i> PER SF	\$ 59.72	\$ 1,911.04
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post <i>Three Hundred and Eighteen dollars and Fifty Cents</i> PER EA	\$ 318.50	\$ 637

TOTAL AMOUNT OF BASE BID: \$ 66,442.04

TOTAL AMOUNT OF BID IN WORDS: Sixty Six Thousand Four Hundred and Forty Two dollars and Four cents Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

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BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: Century Paving Inc.

Address: 14630 Firestone Blvd. La Mirada, CA 90638

Telephone: 714-522-2910

Email: robert@paveit.com

Contractor's License No. and Class: 311456 C12-A-C32

Contractor's DIR Public Works Registration No: 1000002297

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4)		
			One thousand Five hundred dollars zero cents	\$ 1,500.00	\$ 1,500.00
			(Not to exceed 5% of total bid amount excepting Item 1) PER LS		
2.	70,000	SF	Parking Lot Seal Coat (2-coats)		
			Twenty one cents	\$.21	\$14,700.00
			PER SF		
3.	200	TON	Remove and Replace 2" AC (Section 302)		
			Two hundred thirty five dollars with fifty two cents	\$ 235.52	\$47,104.00
			PER TON		
4.	1	LS	Striping, Markings and Markers (2-coats)		
			Three thousand Seven Hundred and fifty dollars zero cents	\$3,750.00	\$3,750.00
			PER LS		
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303)		
			Sixty Six Dollars zero cents	\$ 66.00	\$ 2,112.00
			PER SF		
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post		
			Three hundred dollars zero cents	\$ 300.00	\$ 600.00
			PER EA		

TOTAL AMOUNT OF BASE BID: \$ 69,766.00

TOTAL AMOUNT OF BID IN WORDS: Sixty Nine thousand Seven Hundred

Sixty Six Dollars with zero cents

Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

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- December 12- December 23

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PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: EC Construction Co
Address: 2213 Chico Ave S El Monte, CA 91733
Telephone: 626 444-9596
Email: jkw@ecconst.com
Contractor's License No. and Class: 366814 A
Contractor's DIR Public Works Registration No: 1000003118

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) <u>Two thousand & no/100</u> (Not to exceed 5% of total bid amount excepting Item 1) PER LS	\$ 2,000.00	\$ 2,000.00
2.	70,000	SF	Parking Lot Seal Coat (2-coats) <u>Forty-seven & a half cents</u> PER SF	\$.475	\$ 33,250.00
3.	200	TON	Remove and Replace 2" AC (Section 302) <u>Two hundred thirty-six & no/100</u> PER TON	\$ 236.00	\$ 47,200.00
4.	1	LS	Striping, Markings and Markers (2-coats) <u>Two thousand one hundred thirty-five & no/100</u> PER LS	\$ 2,135.00	\$ 2,135.00
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303) <u>Two hundred thirty-six & no/100</u> PER SF	\$ 236.00	\$ 7,552.00
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post <u>Four hundred ten & no/100</u> PER EA	\$ 410.00	\$ 820.00

TOTAL AMOUNT OF BASE BID: \$ 92,957.00

TOTAL AMOUNT OF BID IN WORDS: Ninety-two thousand nine hundred fifty seven & no/100 Dollars
(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

- November 28- December 9
- December 12- December 23

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PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: Asphalt Fabric and Engineering, Inc.

Address: 2683 Lime Ave. Signal Hill, CA 90755

Telephone: 562-997-4129

Email: estimating@afesports.com

Contractor's License No. and Class: 747934 A, B, C-61, D12, HAZ

Contractor's DIR Public Works Registration No: 1000004130

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4)	\$ 3,499.22	\$ 3,499.22
			(Not to exceed 5% of total bid amount excepting Item 1) PER LS		
2.	70,000	SF	Parking Lot Seal Coat (2-coats)	\$ 0.38	\$ 26,403.30
			PER SF		
3.	200	TON	Remove and Replace 2" AC (Section 302)	\$ 297.50	\$ 59,499.74
			PER TON		
4.	1	LS	Striping, Markings and Markers (2-coats)	\$ 4,065.67	\$ 4,065.67
			PER LS		
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303)	\$ 82.50	\$ 2,640
			PER SF		
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post	\$ 522.50	\$ 1,045
			PER EA		

TOTAL AMOUNT OF BASE BID: \$ 97,152.93

TOTAL AMOUNT OF BID IN WORDS: Ninety-seven thousand, one hundred and
fifty-two dollars with ninety-three cents Dollars
(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

- November 28- December 9
- December 12- December 23

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PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Telephone: 714-632-6699

Email: BIDS@ONYXPAVING.NET

Contractor's License No. and Class: 630360; A, C-12

Contractor's DIR Public Works Registration No: 1000004798

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4)		
			(Not to exceed 5% of total bid amount excepting Item 1) PER LS	\$ 5,000	\$ 5,000
2.	70,000	SF	Parking Lot Seal Coat (2-coats)		
			PER SF	\$ 0.40	\$ 28,000
3.	200	TON	Remove and Replace 2" AC (Section 302)		
			PER TON	\$ 321	\$ 64,200
4.	1	LS	Striping, Markings and Markers (2-coats)		
			PER LS	\$ 5,900	\$ 5,900
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303)		
			PER SF	\$ 200	\$ 6,400
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post		
			PER EA	\$ 750	\$ 1,500

TOTAL AMOUNT OF BASE BID: \$ 111,000

TOTAL AMOUNT OF BID IN WORDS: one hundred, eleven thousand dollars

Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

- November 28- December 9
- December 12- December 23

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PROPOSAL BID SHEET
PROJECT 332
OAK KNOLL SOUTH PARKING LOT SEAL COAT

Date: Wednesday, October 5, 2022, at 2:00 P.M

Company Name: PaveWest, Inc.
Address: 11700 166th Street, Artesia, CA 90701
Telephone: 562.694.3113
Email: pauline@pavewest.com
Contractor's License No. and Class: 968049, Class A
Contractor's DIR Public Works Registration No: 1000007773

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 332, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4)	\$5,728.00	\$5,728.00
			(Not to exceed 5% of total bid amount excepting Item 1) PER LS		
2.	70,000	SF	Parking Lot Seal Coat (2-coats)	\$0.40	\$28,000.00
			PER SF		
3.	200	TON	Remove and Replace 2" AC (Section 302)	\$390.00	\$78,000.00
			PER TON		
4.	1	LS	Striping, Markings and Markers (2-coats)	\$3,500.00	\$3,500.00
			PER LS		
5.	32	SF	Remove and Replace Detectable Warning Surface (Section 303)	\$130.00	\$4,160.00
			PER SF		
6.	2	EA	Install New R100B, and Drug-Free Zone Sign on New Post	\$450.00	\$900.00
			PER EA		

TOTAL AMOUNT OF BASE BID: \$ 120,288.00

TOTAL AMOUNT OF BID IN WORDS: one hundred twenty thousand
two hundred eighty-eight Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TEN (10)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

Work shall be performed on any of the following dates:

- November 28- December 9
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October 10, 2022

Nick Mangkalakiri, PE
City Engineer
Engineering Division
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal for Inspection of Oak Knoll South Parking Lot Seal Coat Project 332

Dear Mr. Mangkalakiri,

Ardurra Group, Inc. is pleased to present this proposal to the City of Cypress to provide professional construction inspection for Oak Knoll South Parking Lot Seal Coat Project 332. Ardurra's project understanding, scope of services, staffing, and estimated fee are presented below for your consideration.

Project Understanding

The City wishes to engage Ardurra in providing inspection services for Oak Knoll South Parking Lot Seal Coat Project 332. The work consists of the rehabilitation of the entire parking lot surface, replacement of signs, and other incidental items of work. It is our understanding that the project duration is ten (10) working days following written Notice to Proceed from the City.

Scope of Services

The scope of services includes part-time inspection services and some hours for project controls to assist our inspector in the field. Below is a list of services included in this proposal:

1. Represent the City's interests with the overall construction inspection of this project.
2. Monitor the contractor's compliance with the project contract, specifications and National Pollutant Discharge Elimination System (NPDES).
3. Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
4. Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
5. Assist in the coordination and review of contractor's submittals, including proposed construction schedules and other submittals required by the project plans and specifications.
6. Assist the City's construction manager to monitor and document that the contractor adheres to the approved construction schedule.
7. Be present on the job site when construction is in progress and when inspection is required. Part-time inspection work is proposed as requested by the City. Ardurra will not be responsible for observing construction activities that are implemented when its inspector is not scheduled/present on site.
8. Provide assistance and direction to technicians performing materials tests, as needed.
9. Measure and verify the project pay item quantities, in-place. All pay item quantities must be confirmed with the contractor prior to submission of invoice for payment.
10. Review the contractor's invoices.
11. Assist in the review and processing of requests for information (RFI), change orders, and approved time and materials work.
12. Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.), as required for this project.



13. Review traffic control and coordinate any adjustments, as needed.
14. Identify items requiring corrective action by either the contractor or City. Monitor and document completion of corrective actions.
15. Develop "punch list" items and monitor corrections made.

Proposed Staffing

Ardurra proposes **Arash Rostamian, PE** as the inspector for this task order. Arash is familiar with City of Cypress personnel and procedures.

Ardurra's estimated fee to provide the services outlined in this proposal follows this letter.

Please feel free to contact me should you have any questions or require additional information. We look forward to continuing to work closely with the City on this important and timely project.

Ardurra's Contractual Contact

Omar Alameddine
Project and Construction Management Group Leader
Ardurra Group, Inc.
1960 E. Grand Street, Suite 300, El Segundo, CA 90245
Cell: (949) 533-3012
Email: oalameddine@ardurra.com

Respectfully submitted,
Ardurra Group, Inc.

Omar Alameddine
Project and Construction Management Group Leader

Estimated Fee

City of Cypress
Construction Inspection Services for Oak Knoll South Parking Lot Seal Coat Project 332
10 Working Day Construction Duration

Pre-Construction		2 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	8.00	\$ 170.00	\$ 1,360.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	1.00	2.00	\$ 145.00	\$ 290.00
Submittal Review Allowance				\$ 5,000.00
Subtotal Pre-Construction				\$ 6,650.00
Construction		10 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	40.00	\$ 170.00	\$ 6,800.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	1.00	10.00	\$ 145.00	\$ 1,450.00
Subtotal Construction				\$ 8,250.00
Post-Construction		2 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	8.00	\$ 170.00	\$ 1,360.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	1.00	2.00	\$ 145.00	\$ 290.00
Subtotal Post-Construction				\$ 1,650.00
Total Estimated Fee				\$ 16,550.00

Notes: Terms and conditions shall be pursuant to the City of Cypress On-Call Construction Management and Inspection Contract dated June 27, 2022.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

12.

FROM: Alicia Velasco, Planning Director

DATE: 10/24/2022

SUBJECT: Certify a Special Assessment Against 8121 Gay Street for the Collection of Nuisance Abatement Costs

RECOMMENDATION

Adopt a Resolution certifying a special assessment against 8121 Gay Street (APN: 262-031-41) for collection of delinquent city nuisance abatement costs.

DISCUSSION

Pursuant to Cypress Municipal Code Section 13-20, the City may enter a special assessment against a property to collect costs associated with nuisance abatement. On April 11, 2018, the City removed junk and debris stored in public view from 8121 Gay Street. The City incurred \$9,838.71 in abatement costs, and an invoice was sent to the property owner on June 25, 2019. After many attempts to collect the incurred costs, on June 2, 2022, the City informed the property owner of its intent to place a special assessment against the property via certified mail, regular mail, and email. The notice provided the property owner with information on paying off the delinquent costs or filing an appeal within 15 days of notice. The property owner has neither made a payment nor filed an appeal. The Orange County Tax Assessor requires adoption of the attached resolution to place the lien on the property.

BUDGET IMPACT

Placement of the lien is necessary for the City to eventually recover the \$9,838 cost of the nuisance abatement.

LEGAL REVIEW

The attached resolution was reviewed and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
CERTIFYING SPECIAL ASSESSMENTS FOR COLLECTING
DELINQUENT CITY NUISANCE ABATEMENT COSTS FOR NUISANCE
VIOLATIONS OF THE MUNICIPAL CODE

WHEREAS, the City Council has adopted Cypress Municipal Code (“CMC”) sections 13-20(a-d), authorizing the City to keep a record of expenses, including administrative and legal costs, incurred by the City in its removal of the nuisance and provide notice to the Property Owner of the costs owed to the City, with an opportunity to appeal the assessment of a lien of City’s abatement costs of the property-related nuisance violations of the CMC; and

WHEREAS, under CMC section 13-20(d), the City may enter a special assessment against the parcel of property in order to collect the cost of abatement, and transmit it to the County assessor and tax collector for inclusion on tax rolls; and

WHEREAS, to compel code compliance, the City may seek to abate the nuisance and collect the costs incurred by means of a special assessment against the property where a property-related violation occurred as part of the nuisance abatement procedures authorized by Government code section 38773.5 and CMC section 13-20(d); and

WHEREAS, the City Council desires to certify certain-property related nuisance abatement costs as delinquent and have them collected as a special assessment against the real property involved, for collection in the same manner as ordinary municipal ad valorem taxes, as provided in Section 38773.5 of the Government Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated within this Resolution.

Section 2. The special assessments designated in “Exhibit A,” which is attached and incorporated herein by this reference, are hereby certified as being delinquent fines, penalties, and abatement costs owing to the City of Cypress and qualified for collection as special assessments under CMC section 13-20(d).

Section 3. The City Council, as part of the City’s nuisance abatement, program orders that these delinquent fines, penalties, and costs of abatement be collected as special assessments against the respective properties shown in “Exhibit A” pursuant to the provisions of CMC section 13-20(d) and Government Code section 38773.5.

Section 4. The City Council of the City of Cypress orders a copy of this Resolution

to be transmitted to the Orange County Treasurer-Tax Collector, who shall enter the amounts of the respective assessments against the respective parcels of land as they appear in the current assessment roll, and shall collect said assessments at the same time in the same manner as ordinary municipal ad valorem taxes, as provided in Section 38773.5 of the Government Code.

Section 5. The costs against any parcel of land listed in Exhibit "A" attached hereto shall be deemed discharged and released upon payment for said parcel of the property taxes for the above-referenced fiscal year.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th day of October, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 24th day of October, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

List of Costs of Abatement and Respective Parcel of Land

Parcel Number	Owner of Record	Amount of Cost of Abatement
262-031-41	Anna Makkouk	\$9,838.71



CITY of CYPRESS

5275 Orange Avenue, Cypress, California 90630

Phone 714-229-6700 www.cypressca.org

June 2, 2022

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED & U.S. MAIL

Anna Makkouk
13750 Kyle Drive
Cerritos, CA 90703
&
8121 Gay St.
Cypress CA 90630

Dear Ms. Makkouk:

As you may recall, pursuant to a warrant issued by the Orange County Superior Court on April 3, 2018, the City abated a public nuisance at 8121 Gay St. (the "Property"). The City removed the junk, trash, and debris stored on the property in public view on April 11, 2018.

As a result, and as previously advised in both the Notice to Abate Nuisance posted at the Property, and in the attached invoice sent to you on June 25, 2019, the City incurred \$9,838.71 in costs associated with the abatement. The purpose of this letter is to notify you pursuant to Section 13-20 of the Cypress Municipal Code that the City intends to place a special assessment against the Property to recover the unpaid costs of enforcement. If you wish to pay off the costs incurred by the City prior to an assessment being entered against the Property, you may contact me via email at avelasco@cypressca.org.

If you wish to file a written appeal with the City Clerk regarding the amount owed to the City, you must do so within fifteen (15) calendar days from the date of this notice. Upon expiration of the fifteen (15) calendar day period to appeal, the City will proceed with entry of the special assessment against the property per the Municipal Code process outlined in Section 13-20.

If you have any questions regarding this matter, you may contact me via email at avelasco@cypressca.org.

Regards,

Alicia Velasco
Planning Director
City of Cypress

Attachment

CC: Peter Grant, City Manager
Alisha Farnell, City Clerk
Fred Galante, City Attorney



CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CALIFORNIA 90630
(714) 229-6711

INVOICE #

12043

MAKKOUK, ANNA
8121 GAY STREET
CYPRESS, CA 90630

IMPORTANT NOTICE

TO INSURE PROPER CREDIT, PLEASE MAIL
CHECK PAYABLE TO "CITY OF CYPRESS"
WITH COPY OF INVOICE TO:

CITY OF CYPRESS
ATTN: FINANCE DEPARTMENT
P.O. BOX 609
CYPRESS, CALIFORNIA 90630

DATE
06/25/19

TERMS:
PAYMENT DUE WITHIN 10
DAYS FROM DATE OF INVOICE

ACCOUNT
111-99999.3711

DEPARTMENT
COMM. DEV'T./CODE ENF.

DESCRIPTION	AMOUNT
Reimburse the City of Cypress for the costs of cleaning up and removing excessive debris at property address 8121 Gay Street on April 11, 2018.	
Labor Costs	\$ 4,511.01
- CD/PW Maintenance	4,171.53
- CD/Code Enforcement	339.48
Equipment Costs	\$ 750.40
Material Costs	\$ 4,577.30
Total Amount Due Upon Receipt	\$ 9,638.71

For Office Use Only:

Payment Code = EX REIMB-GF

CITY OF CYPRESS REQUEST FOR BILLING FORM

BILLING INFORMATION

BILL TO	NAME	Anna Makkouk	DATE	6/20/2019
	ADDRESS	8121 Gay Street Cypress, CA 90630	DEPARTMENT REQUESTING BILLING	
			Community Development Code Enforcement	
	PHONE NO.		GL ACCOUNT NUMBER	
	FAX NO.		111 - 99999 - 3711	

DESCRIPTION OF WORK PERFORMED	AMOUNT
Billing for Abatement debris removal at 8121 Gay Street on 4/11/18	
Labor hours cost from Public Work Department	4171.53 4,921.93
Debris and hazardous material removals	~~5327.70~~ 4,577.30
Labor hours cost from Code Enforcement Department	339.48
Total	9,838.71



ADDITIONAL INFORMATION

☒ SUPPORTING DATA ATTACHED

DIRECTOR OF FINANCE APPROVAL

REQUESTED BY

[Signature] *[Signature]*

4/12/2018

2:57 PM

Work Order Number

18-000482

Start Date : 4/11/2018**Start Time :** 8:00 AM**End Date :** 4/11/2018**End Time :** 4:30 PM**Status:** Complete**Address :** 8121 GAY ST 1**Total Work Order Cost:** \$9,498.23**And :****& :****Comments From Request:**

Code Enforcement / Court Ordered Excessive Debris Removal.

Supervisor's Comments:

Task : 1809 Debris Removal
Task Crew :
Task Supervisor : 8198 Greg Woods

Task Cost: \$4,921.93 **Program #** 193**Task Start:** 4/11/2018 8:00 AM**Task End:** 4/11/2018 4:30 PM**UOM:** Total**Labor Hr** 90.00**Task Comments From Crew:**

Resource Type	Code	Description	Unit of Measure	Units	Time Code	Total Cost
Employee	1391	Matthew Maher	Labor Hr	1.00	2	\$16.50
Employee	1391	Matthew Maher	Labor Hr	8.00	1	\$140.80
Employee	7519	Dean A Manuel	Labor Hr	1.00	2	\$42.23
Employee	7519	Dean A Manuel	Labor Hr	2.00	1	\$90.09
Employee	7625	Simon Vera	Labor Hr	7.50	1	\$372.60
Employee	7913	Peter M Bradley	Labor Hr	7.50	1	\$321.85
Employee	7937	Thaddeus W Sawyer	Labor Hr	7.50	1	\$337.85
Employee	7969	Mark Nordby	Labor Hr	7.50	1	\$306.48
Employee	7970	Chip Gross	Labor Hr	1.00	2	\$41.30
Employee	7970	Chip Gross	Labor Hr	2.00	1	\$101.86
Employee	7979	Kevin Jones	Labor Hr	9.00	1	\$386.22
Employee	7986	Larry Campos	Labor Hr	8.00	1	\$514.56
Employee	8009	Thomas Norcia	Labor Hr	1.00	1	\$42.91
Employee	8062	Thomas Murray	Labor Hr	3.00	1	\$141.89
Employee	8197	Kirk Streets	Labor Hr	8.00	1	\$741.56
Employee	8198	Greg Woods	Labor Hr	8.00	1	\$415.53
Employee	8242	Justin Hamilton	Labor Hr	8.00	1	\$140.80
Employee	8242	Justin Hamilton	Labor Hr	1.00	2	\$16.50
Equipment	103	Propane 3/4 Ton Truck	Hours	8.00	4	\$64.80
Equipment	132	Pickup	Hours	8.00	4	\$161.60
Equipment	135	3/4 Ton truck with lift bed	Hours	8.00	4	\$204.00
Equipment	141	Chevy HD 2500 3/4 ton w.	Hours	8.00	4	\$161.60
Equipment	201	Mohawk Tandem Axle Bo	Hours	8.00	4	\$79.20
Equipment	250	Selma Single Axle Trailer	Hours	8.00	4	\$79.20

Task : 1809 Debris Removal
Task Crew :
Task Supervisor : 8198 Greg Woods

Task Cost: \$4,577.30 **Program #** 193**Task Start:** 4/11/2018**Task End:** 4/11/2018**UOM:** Total**Labor Hr** 0.00**Task Comments From Crew:**

HazMat removal cost itemized

Resource Type	Code	Description	Unit of Measure	Units	Time Code	Total Cost
Material	999	Misc. Material	Roll Off Bins	Each	5.00	\$3,232.30
Material	999	Misc. Material	Alkaline Batteries 5 gallon buck	Each	1.00	\$30.00
Material	999	Misc. Material	5 gallon bucket Light Bulbs	Each	1.00	\$25.00
Material	999	Misc. Material	Miscellaneous lab pack	Each	1.00	\$275.00
Material	999	Misc. Material	Medicine liquid (toxic lab pack)	Each	1.00	\$275.00

4/12/2018

2:57 PM

Work Order Number

18-000482

Start Date : 4/11/2018**Start Time :** 8:00 AM**End Date :** 4/11/2018**End Time :** 4:30 PM**Status:** Complete**Address :** 8121 GAY ST 1**Total Work Order Cost:** \$9,499.23**And :****& :****Comments From Request:**

Code Enforcement / Court Ordered Excessive Debris Removal.

Supervisor's Comments:

Material	999	Misc. Material	Propane Cylinder	Each	1.00	\$20.00
Material	999	Misc. Material	NiCad Batteries	Each	20.00	\$20.00
Material	999	Misc. Material	Auto Batteries	Each	2.00	\$40.00
Material	999	Misc. Material	Pesticides	Each	1.00	\$135.00
Material	999	Misc. Material	5 gallon Oil	Each	7.00	\$525.00

Date:Comments:

CODE ENFORCEMENT Pgt = $37.72 \times 9 = 339.48$



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

13.

FROM: Mark Lauderback, Chief of Police

DATE: 10/24/2022

SUBJECT: Approve the Urban Area Security Initiative Sub-Recipient Agreement with the City of Santa Ana

RECOMMENDATION

1. Approve the Fiscal Year 2021 Urban Area Security Initiative (UASI) Sub-Recipient Agreement with the City of Santa Ana; and
2. Authorize the City Manager to execute all UASI related documents.

DISCUSSION

The Urban Area Security Initiative provides federal funding to cities to prevent, respond to, and recover from threats or acts of terrorism. In Orange County, the cities of Anaheim and Santa Ana, in their capacity as a "Core City" for the Anaheim/Santa Ana Urban Area, received and accepted a FY 2021 Urban Area Security Initiative grant. Anaheim and Santa Ana have the responsibility to enhance the preparedness and response capabilities of the entire urban area of Orange County by administering grant-supported training and funding. In odd years such as FY 2021, the City of Santa Ana acts as the lead fiscal agent. Each city in Orange County, including Cypress, as a sub-recipient, may receive UASI funding for projects, services, and training based on availability.

Several years ago Cypress received UASI funding for personal protective equipment for first responders, security technology for critical asset protection, and terrorism-related training. However, in recent years Cypress has not received any UASI funding for equipment purchases but has attended a variety of training sessions in which UASI participation is required. The FY 2021 UASI provides the Police Department with the opportunity to attend regional training exercises and request equipment purchases. The current performance period for the FY 2021 UASI Grant runs through March 31, 2024. To be eligible for potential funding, all grant related documents are due back to the Anaheim UASI Grant Office by November 18, 2022.

BUDGET IMPACT

A total of \$4.3 million in FY 2021 UASI funding is available to the Anaheim and Santa Ana working group. While Cypress has not received funding for equipment purchases in the past several years, participation in the grant program allows the City to request funding for identified equipment needs and attend UASI trainings. If Cypress is ultimately allocated FY 2021 UASI funding, a recommendation to approve additional appropriations and increase estimated revenues will be presented to the City Council for consideration.

LEGAL REVIEW

The agreement was reviewed by the City Attorney and approved as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

UASI Subrecipient Agreement

AGREEMENT

SUB-RECIPIENT: CITY OF CYPRESS

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2021 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2021 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF CYPRESS

THIS AGREEMENT is made and entered into this 29 day of April 2022 by and between the CITY OF CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF CYPRESS (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2021 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2021 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/sites/default/files/documents/FEMA_FY2021-HSGP-NOFO_02-19-21.pdf

California Office of Emergency Services "FY2021 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2021-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in

Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2021 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2021 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF CYPRESS ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF CYPRESS, a municipal corporation, 5275 Orange Ave, Cypress, CA 90630

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Richard Weber, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8730
rweber@santa-ana.org

- 2. The representative of CITY OF CYPRESS

shall be: Name: _____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt

requested and shall be deemed communicated as of the date of mailing.

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

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2021 and end on 3/31/2024 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB- RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2021 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2021 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2020-0095; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide CITY OF CYPRESS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the CITY OF CYPRESS and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination

clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF CYPRESS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the CITY OF CYPRESS and understands and agrees that the CITY OF CYPRESS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the CITY OF CYPRESS and understands and agrees that the CITY OF CYPRESS will, in turn, report each violation as required to assure notification to the CITY OF CYPRESS, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if

applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures

for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY OF CYPRESS. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF CYPRESS, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the CITY OF CYPRESS, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF CYPRESS or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF CYPRESS data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF CYPRESS.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means

the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-one (31) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF CYPRESS have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal Corporation
of the State of California

By: _____

Clerk of the Council

By: _____

Kristine Ridge
City Manager

RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF CYPRESS
DUNS # 01-0680866

By: _____

David Valentin
Chief of Police

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM:

By:  _____

Tamara Bogosian
Senior Assistant City Attorney

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

EXHIBIT A

California Governor's Office of Emergency Services FY2021 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

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2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

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- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

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in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

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25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials _____

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Initials _____

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2021 ,Version 11.4, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

14.

FROM: Alisha Farnell, City Clerk

DATE: 10/24/2022

SUBJECT: Proclaim November 8, 2022 as Law Enforcement Records and Support Personnel Day

RECOMMENDATION

Proclaim November 8, 2022 as Law Enforcement Records and Support Personnel Day.

DISCUSSION

Periodically, the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. As the City's past practice has established, routine and/or internal proclamation requests are placed on an agenda by the City Clerk for consideration by the City Council. Any new proclamation requests may be added to a future agenda in accordance with City Council policy.

The City Clerk received a routine request from the Police Department requesting the City Council officially proclaim November 8, 2022 as Law Enforcement Records and Support Personnel Day. A proclamation has been prepared for the Mayor's signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY
November 8, 2022

WHEREAS, law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

WHEREAS, law enforcement records and support personnel are crucial to helping law enforcement agencies identify, pursue, capture, and process suspected law breakers; and

WHEREAS, these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics and improving apprehension strategies; and

WHEREAS, it is important to recognize California's law enforcement records and support personnel for their valuable contributions to our law enforcement system; and

WHEREAS, the Cypress Police Department Records Bureau staff exhibits compassion, understanding, and professionalism during the performance of their job; and

WHEREAS, the State Executive Board of the California Law Enforcement Association of Records Supervisors has proclaimed November 8, 2022, as Law Enforcement Records and Support Personnel Day.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Cypress does hereby support November 8, 2022, as **LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY** in the City of Cypress and extends gratitude to Cypress Police Department Records Bureau staff for their dedicated service to the safety of the Cypress community.

Paulo Morales
Mayor of the City of Cypress
Dated: October 24, 2022



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

15.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/24/2022

SUBJECT: Receive and File the Investment Report for the Month Ended September 30, 2022

RECOMMENDATION

Receive and file the attached investment reports.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of September 30, 2022, the City had \$183.2 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 1.68%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of September 30, 2022. The Investment Reports consist of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City's Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments result in limited yields on City investments.
4. Interfund Investments - Shows the amount of loans between City funds. There is a loan outstanding from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund related to the construction of Lexington Park.

5. Summary of Cash and Investments Held by Fiscal Agent and In Trust - Shows the investments held by fiscal agents for the benefit of bondholders of City-issued debt as well as investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The amounts held by fiscal agents are restricted to making future debt service payments and the pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the potential for higher yields to be earned on investments held by fiscal agents and in the pension trust.

As mentioned previously, the City had \$183.2 million (current market value) in cash and investments at September 30, 2022. The investments included Federal Agencies Debt (\$41.3 million) and Investment Pools (\$134.5 million). The City's bank accounts held \$7.4 million on September 30, 2022.

The majority of the investment portfolio is with the State Investment Pool (Local Agency Investment Fund or LAIF) in which the State's investment experts provide a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool can provide better yield, liquidity and investment knowledge than otherwise would be available to a single entity. The City has also invested in CalTRUST, which is a joint powers authority (JPA) investment pool option for public agencies. Expanding the pooled investment options provides flexibility and liquidity until market yields increase.

The amount of cash in the City's checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first \$250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Matt Burton, Director of Finance & Administrative Services

Attachments

Investment Report for the Month Ended September 30, 2022

City of Cypress

Summary of Cash and Investments

As of September 30, 2022

Type	Description	Bank/Agent	Investment		Interest		Current Market	
			Date	Maturity Date	Rate	Carrying Value	Value (2)	
(1) Ckg	General Operating Account	Bank of the West		10/1/2022	-	\$ 7,346,046.60	\$ 7,346,046.60	
Pool	Local Agency Investment Fund	State Treasurer		10/1/2022	1.513	57,000,000.00	56,266,148.60	
Pool	Local Agency Investment Fund	State Treasurer		10/1/2022	1.513	56,000,000.00	55,279,023.18	
Pool	CalTRUST Short Term Fund	CSAC Finance		10/1/2022	2.160	1,997,047.17	1,997,047.17	
Pool	CalTRUST Medium Term Fund	CSAC Finance		10/1/2022	1.950	20,930,138.49	20,930,138.49	
FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,647,880.00	
FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,734,830.00	
FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.150	3,000,000.00	2,924,280.00	
FHLB	Federal Home Loan Bank	Bank of the West	5/9/2022	11/9/2023	1.750	5,000,000.00	4,909,550.00	
FHLB	Federal Home Loan Bank	Bank of the West	5/16/2022	2/16/2024	2.650	4,500,000.00	4,383,810.00	
FHLMC	Freddie Mac	Bank of the West	7/28/2022	12/30/2024	3.350	4,000,000.00	3,922,040.00	
FHLMC	Freddie Mac	Bank of the West	9/21/2022	3/31/2025	3.350	5,000,000.00	4,962,800.00	
FHLMC	Freddie Mac	Bank of the West	9/30/2022	9/30/2025	3.350	5,000,000.00	5,000,000.00	
TSY	US Treasury Bill	Bank of the West	4/28/2022	6/30/2023	1.375	4,968,686.11	4,899,218.75	
TSY	US Treasury Bill	Bank of the West	7/28/2022	2/15/2024	2.750	3,987,896.83	3,915,320.00	
Ckg	Worker's Comp Account	Bank of the West		10/1/2022	-	50,000.00	50,000.00	
Ckg	Liability Account	California Bank & Trust		10/1/2022	-	8,500.00	8,500.00	
						<u>\$ 185,788,315.20</u>	<u>\$ 183,176,632.79</u>	

Average Weighted Yield to Maturity: 1.68%

Average Weighted Days to Maturity: 156.50

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.

(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available at the Office of the Finance Director.

The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: 
Finance Director

City of Cypress

Changes in Cash/Investments

		7/31/2022	+RECEIPTS	(DISBURSEMENTS)	8/31/2022	+RECEIPTS	(DISBURSEMENTS)	9/30/2022
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	\$ 28,793,526	\$ 2,651,908	\$ (3,217,140)	\$ 28,228,294	\$ 2,473,415	\$ (4,679,689)	\$ 26,022,020
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	13,421,509	124,715	(343,588)	13,202,636	207,048	(925,521)	12,484,163
213	CRPD-PARK DEVELOPMENT	1,573	702,758	-	704,331	446,842	-	1,151,173
221	TRAFFIC SAFETY	(2)	4,898	-	4,896	4,585	-	9,481
230	STREETS	6,208,987	219,413	(11,923)	6,416,477	434,651	(202,886)	6,648,242
251	LIGHTING DISTRICT #2	5,415,784	4,286	(99,769)	5,320,301	21,074	(84,261)	5,257,114
261	STORM DRAIN	1,192,118	33,158	(31,761)	1,193,515	280,472	(17,778)	1,456,209
262	PLANNED LOCAL DRAINAGE FACILITY	1,050,181	121	-	1,050,302	-	-	1,050,302
271	CORP CNTR MAINT DISTRICT #1	164,148	-	(4,135)	160,013	-	(7,986)	152,027
280	ASSET SEIZURE	1,060,969	44,371	(6,313)	1,099,027	39,971	(4,600)	1,134,398
291	CABLE TV FRANCHISE AGREEMENT	685,753	17,980	-	703,733	-	-	703,733
301	SUPPLEMENTAL LAW ENFORCEMENT	(7,431)	6	(9,187)	(16,612)	-	(10,105)	(26,717)
321	SEWER FUND	6,671,106	169,810	(47,900)	6,793,016	136,678	(53,671)	6,876,023
471	LOW AND MODERATE HSG ASSET	49,476	605	(6,360)	43,722	1,713	(2,696)	42,738
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	17,654,236	-	(403,931)	17,250,305	1,550,000	(496,698)	18,303,607
416	INFRASTRUCTURE RESERVE	67,610,139	9,616	-	67,619,755	-	-	67,619,755
TRUST AND AGENCY								
462	SUCCESSOR AGENCY TO RDA	225,504	438,926	-	664,430	-	-	664,430
600	TRUST AND AGENCY	1,528,013	21,541	(72,273)	1,477,281	25,732	(106,142)	1,396,871
611	BUSINESS ASSESSMENT DISTRICT	5,386	2	-	5,388	386	-	5,774
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	20,656	2	-	20,658	2,500	-	23,158
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,462,213	222,186	(175,702)	3,508,697	231,186	(204,773)	3,535,110
720	CAPITAL REPLACEMENT	15,473,613	64,858	(49,525)	15,488,946	64,858	(83,039)	15,470,765
730	TECHNOLOGY IMPROVEMENT	2,289,081	-	-	2,289,081	-	-	2,289,081
750	EMPLOYEE BENEFITS	700,161	1,089,557	(698,783)	1,090,935	1,276,642	(719,294)	1,648,283
760	LIABILITY SELF INSURANCE	2,767,507	51,128	(3,500)	2,815,135	51,128	-	2,866,263
770	WORKERS COMP SELF INSURANCE	2,285,707	55,672	(86,128)	2,255,251	54,940	(60,982)	2,249,209
OTHER								
811/812	WESTCOMM JPA	4,165,070	72,236	(251,039)	3,986,267	261,056	(263,754)	3,983,569
		<u>\$ 183,054,835</u>	<u>\$ 5,999,753</u>	<u>\$ (5,518,957)</u>	<u>\$ 183,535,631</u>	<u>\$ 7,596,800</u>	<u>\$ (7,955,798)</u>	<u>\$ 183,176,633</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of September 30, 2022

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	\$ 7,404,547	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,404,547	4.04%
FFCB	-	-	-	3,647,880	-	-	-	3,647,880	1.99%
FHLB	-	-	12,217,640	2,734,830	-	-	-	14,952,470	8.16%
FREDDIE MAC	-	-	-	13,884,840	-	-	-	13,884,840	7.58%
JPA POOL	22,927,185	-	-	-	-	-	-	22,927,185	12.52%
STATE POOL	111,545,172	-	-	-	-	-	-	111,545,172	60.89%
TSY	-	4,899,219	3,915,320	-	-	-	-	8,814,539	4.81%
Totals	\$ 141,876,904	\$ 4,899,219	\$ 16,132,960	\$ 20,267,550	\$ -	\$ -	\$ -	\$ 183,176,633	100.00%
Percent	77.45%	2.67%	8.81%	11.06%	0.00%	0.00%	0.00%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of September 30, 2022

Note No.	Note Outstanding		Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding
	To	From					
2	CRPD	City	02/08/21	06/30/25	LAIF	\$ 12,800,000	\$ 6,365,260

Total Interfund Investments

\$ 6,365,260

The City Infrastructure Reserve Fund issued a \$12.8 million promissory note to the Cypress Recreation and Park District General Fund to pay for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. Payments were made against the note in February 2022 and June 2022 in the amounts of \$4,785,916 and \$1,106,889, respectively.

City of Cypress
Summary of Cash and Investments Held In Trust

As of September 30, 2022

<u>Fund</u>	<u>Type</u>	<u>Issuer</u>	<u>Maturity Date</u>	<u>One Year Return *</u>	<u>Cost Amount</u>	<u>Current Market Value</u>
<i>PARS Public Agencies Post-Employment Benefits Trust</i>						
<i>Trustee: Public Agency Retirement Services (PARS)</i>						
Section 115 Trust	Pension Trust	Various	Open	-14.67%	<u>\$ 18,790,000.00</u>	<u>\$ 20,424,272.68</u>
			Total		<u><u>\$ 18,790,000.00</u></u>	<u><u>\$ 20,424,272.68</u></u>

* 12-month period ending with the current month.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

16.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/24/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of September 24, 2022 through October 7, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of September 24, 2022 through October 7, 2022:

- Electronic Funds Transfers 11941 through 11985
- Warrants 60660 through 60774
- Payroll Transfers W1485

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is then presented to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided Payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of September 24, 2022 through October 7, 2022 are \$2,121,710.79.

LEGAL REVIEW

None required.

APPROVED BY:

Matt Burton, Director of Finance & Administrative Services

Attachments

Payment Register for the Period 09-24-22 through 10-07-22

City of Cypress
Payment Register
09/24/22-10/07/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11941	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 10/22	10/22	\$ 56.52
11942	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11943	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11944	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11945	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11946	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11947	128938 - COX, RODNEY	\$ 95.03	Retiree Health Care Benefits 10/22	10/22	\$ 95.03
11948	104003 - ESSEX, CLARE	\$ 403.04	Retiree Health Care Benefits 10/22	10/22	\$ 403.04
11949	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11950	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11951	112129 - HERNANDEZ, ALEX	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11952	109393 - IDOM, MIKE	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11953	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11954	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11955	129700 - MCSHANE, CHRIS	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11956	2017 - MINIKUS, SCOTT	\$ 286.18	Reimb/Medical Premiums 10/22	10/22	\$ 286.18
11957	128832 - MORALES, PAULO	\$ 751.22	Reimb/Medical Premiums 10/22	10/22	\$ 751.22
11958	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11959	129501 - MOUNT, ERIC	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11960	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11961	129865 - PARKER, MARK	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11962	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 10/22	10/22	\$ 125.00

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11963	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11964	196 - SOIFER, DAVID	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11965	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11966	1024 - VALLEY VISTA SERVICES, INC	\$ 277,494.22	Addl Waste Disposal Fee 3/22-4/22 Waste Disposal Fee 8/22	03/01/22 8/22	\$ 55,610.99 \$ 221,883.23
11967	127 - VENESKI, PATRICK	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11968	105121 - VIGIL, FELIX	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11969	129666 - WALQUIST, BRIAN	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11970	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00	Development Assistance 10/22	10/22	\$ 37,500.00
11971	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11972	112204 - WONG, JEFFREY	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11973	342 - WU, ALEX	\$ 300.00	Retiree Health Care Benefits 10/22	10/22	\$ 300.00
11974	128823 - PETTY CASH	\$ 500.00	Petty Cash/2022 5K/10K Run 9/30	9/30/22	\$ 500.00
11975	2139 - RUANO, CARLOS	\$ 500.00	Refund/Recycling Deposit/11685 Lakia Dr	Rfd 9/30/22	\$ 500.00
11976	2140 - TRAN, ANDREW	\$ 132.30	Refund/Business Recovery Program/Permit #BS-22-1290	Rfd 9/30/22	\$ 132.30
11977	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	\$ 151,433.91	Med Insurance/City & Dist 10/22	16938758	\$ 151,433.91
11978	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	\$ 13,139.00	Med Insurance/West Comm 10/22	16938964	\$ 13,139.00
11979	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 5,100.62	W/C Claims/Prof Svcs/#25534-25578	Reimb 9/30/22	\$ 5,100.62
11980	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 8,111.51	W/C Claims/Medical/#25534-25578	Reimb(A) 9/30/22	\$ 8,111.51
11981	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 7,327.42	W/C Claims/Perm Disability/#25534-25578	Reimb(B) 9/30/22	\$ 7,327.42

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11982	961 - VANTAGEPOINT TRANSFER AGENTS-108139	\$ 1,200.00			
			Deferred Comp/Executive Mgmt 9/22	401a-9/22	\$ 1,200.00
11983	120801 - ICMA RETIREMENT TRUST - RHS	\$ 10,501.25			
			Monthly Retiree Health Savings 9/22	9/22	\$ 10,501.25
11984	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,184.40			
			PD Svc/Alarm Permit & False Alarm Collections 8/22	8/22	\$ 1,184.40
11985	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES/HdL	\$ 1,027.84			
			Svc/Business License Tax Admin 8/22	Aug22	\$ 1,027.84
60660	1346 - A1 TEST ONLY & SMOG	\$ 80.00			
			Svc/Smog Test/Unit #165	1250476 9/19/22	\$ 35.00
			Svc/Smog Test/Unit #685	1024015 9/15/22	\$ 45.00
60661	110470 - ADAMSON POLICE PRODUCTS	\$ 446.69			
			PD Duty Holsters(4) 9/2	INV384302	\$ 446.69
60662	106914 - ADMININSURE	\$ 3,376.00			
			Workers Comp Claims Admin 10/22	15393	\$ 3,376.00
60663	123456 - ADS CONSULTING GROUP INC	\$ 910.10			
			Consult/IT Network 9/22	204356	\$ 910.10
60664	100681 - ADVANCED ALARM & FIRE INC	\$ 1,386.00			
			Inspect/Panic Alarm/City Hall 9/15	3480	\$ 260.00
			Repair/Alarm Panel/Comm Center 7/12	2283	\$ 501.00
			Repair/Door Alarm/Sr Center 9/15	3475	\$ 210.00
			Svc/Monitor Alarms/Civic Center & Comm Center & Sr Center 9/22	891672	\$ 415.00
60665	130335 - AKM CONSULTING ENGINEERS	\$ 5,085.00			
			Design/Sewer Rehab/Civic Center 8/22	0011799	\$ 5,085.00
60666	100723 - ALESHIRE & WYNDER, LLP	\$ 35,508.03			
			Legal Svc/CA Aware 8/22	70504	\$ 9,938.55
			Legal Svc/City Council Matters 8/22	70492	\$ 325.00
			Legal Svc/Code Enforcement 8/22	70498	\$ 753.00
			Legal Svc/Engineering 8/22	70495	\$ 225.50
			Legal Svc/Finance 8/22	70496	\$ 20.50
			Legal Svc/General Admin 8/22	70491	\$ 7,503.00
			Legal Svc/Makkouk 8/22	70500	\$ 538.50
			Legal Svc/Planning 8/22	70494	\$ 1,824.50
			Legal Svc/Police 8/22	70497	\$ 3,280.00
			Legal Svc/Refuse 8/22	70499	\$ 405.00
			Lit Svc/Chaney 8/22	70502	\$ 2,146.37
			Lit Svc/CVRA Challenge 8/22	70501	\$ 1,506.00
			Lit Svc/Estrada 8/22	70503	\$ 3,845.27
			Lit Svc/General Admin 8/22	70493	\$ 3,196.84
60667	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 15,610.32			
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 8/21-9/3	79570(A)	\$ 722.70
			Crossing Guard Svcs(618 Hrs) 8/21-9/3	79570	\$ 14,887.62
60668	109240 - AMERICAN ASPHALT SOUTH	\$ 297,856.43			
			Svc/Street Rehab 8/22	2022-759	\$ 297,856.43

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60669	111251 - ANIMAL FRIENDS PET HOTEL	\$ 206.00	PD Svc/K9 Boarding/Bono 9/2-9/5	476735	\$ 206.00
60670	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTI	\$ 36,990.00	Final/Inspect/Concrete Rehab 8/22	128416	\$ 16,490.00
			Inspect/Street Rehab 8/22	128418	\$ 18,836.00
			Inspect/Various Non-CIP Engineering Permits 8/22	128413	\$ 1,664.00
60671	110860 - AT&T	\$ 3,718.07	9391033694-PW Phone Svc 8/22	8/22(J)	\$ 167.08
			9391033696-PD Phone Svc 9/22	9/22(A)	\$ 27.48
			9391033698-PW Phone Svc 8/22	8/22(I)	\$ 27.74
			Phone Svc/Multi-Line 8/13-9/12	8/13/22-9/12/22	\$ 3,495.77
60672	252 - AUTO ZONE, INC	\$ 180.05	Ignition Coils(10) 9/16	5521664345	\$ 180.05
60673	109327 - BEE REMOVERS/HONEYCOTT, INC	\$ 420.00	Emergency Svc/Bee Removal 8/30	600588	\$ 420.00
60674	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 10,654.90	Insurance/Dental & Vision/City & Dist 9/22	B06VTV	\$ 9,664.70
			Insurance/Dental & Vision/West Comm 10/22	B06VXY	\$ 990.20
60675	705 - BOA ARCHITECTURE	\$ 720.00	Design/Sr Center Improvements 8/22	21-2954-2	\$ 720.00
60676	1484 - BONANNI DEVELOPMENT	\$ 23,435.00	Refund/Landscape Improvement Bond/4620 Lincoln Ave	Rfd 9/30/22	\$ 23,435.00
60677	100028 - BURTON, MATT	\$ 290.93	Executive Mgmt Wellness Program 2021-2023	Reimb 9/30/22	\$ 290.93
60678	103197 - CALIFORNIA PARK & REC SOCIETY CPRS	\$ 555.00	Dues/CA Park & Rec Society/RCS 1/1/23-12/31/23	Dues/RCS 2023	\$ 555.00
60679	111882 - CALIFORNIA YELLOW CAB CORP	\$ 2,040.00	Sr Center/Nutrition Program 8/22	8503022	\$ 1,410.00
			Taxi Voucher Program/Sr Center 8/22	8501022	\$ 630.00
60680	2146 - CASTILLO, LUIS	\$ 92.00	Advance/K9 Helper/Decoy Class 10/11-10/12	Adv 10/11-10/12	\$ 92.00
60681	102020 - CELEBRATIONS	\$ 390.00	Rent/Portable Stage/2022 5K/10K Run 9/30-10/1	10/1/22	\$ 390.00
60682	123012 - CHARLES ABBOTT ASSOCIATES	\$ 1,160.00	Svc/Engineering Plan Checks 8/22	64666	\$ 1,160.00
60683	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPE	\$ 1,566.95	Svc/Internet Access 9/15-10/14	9/15/22-10/14/22	\$ 1,566.95
60684	2144 - CHRISTINA'S CONFECTIONS	\$ 379.40	W/C Cupcakes(100)/25th Anniversary Event 9/24	000206	\$ 379.40

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60685	101967 - COHN, BLAIR	\$ 550.00	Consult/2022 5K/10K Run 10/1	10/1/22	\$ 550.00
60686	1134 - CONTINENTAL INTERPRETING SERVICES, INC	\$ 375.00	Svc/Translation/Notice of Nominees(4 Languages) 9/15	I-29289	\$ 375.00
60687	1617 - CONTROL AIR ENTERPRISES LLC	\$ 8,564.00	Replace/HVAC Condenser Coil & Fan Motor/Sr Center	3075899	\$ 8,564.00
60688	629 - COSTCO WHOLESALE #748	\$ 99,262.60	Refund/Business License/Muni Code 15-30 2022-23	Rfd 2022-23	\$ 99,262.60
60689	115003 - COUNTY OF ORANGE	\$ 1,104.51	PD Svc/OC Automated Telecommunication System 9/22	SH63151	\$ 1,104.51
60690	115003 - COUNTY OF ORANGE	\$ 4,089.00	PD Svc/Automated Fingerprint Identification System 9/22	SH62914	\$ 1,855.00
			W/C Svc/Comm Charges/800 MHz Radio 7/1/22-9/30/22	SC13633	\$ 2,234.00
60691	1622 - DANIELS TIRE SERVICE, INC	\$ 883.28	PD Vehicle Tires(6) 9/1	200453725	\$ 883.28
60692	102123 - DELL MARKETING LP-DELL USA LP	\$ 770.74	PD Computer(1)/Jail Booking Area 9/22	10616714568	\$ 770.74
60693	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 390.00	Svc/Fingerprints(2)/City 8/22	603289	\$ 64.00
			Svc/Fingerprints(7)/PD 8/22	603289(A)	\$ 326.00
60694	298 - DIAZ, DARRELL	\$ 12.00	Meal/First Aid-CPR 9/6	Reimb 9/30/22	\$ 12.00
60695	345 - DISCOUNT TIRE STORE	\$ 60.00	Svc/Wheel Alignment/Unit #615	30028753	\$ 60.00
60696	1296 - EDCO CNG	\$ 1,502.66	Natural Gas(102.22 Gls)/Sweepers(2)/Sewer Truck(1) 8/16-8/17	Reissue 9/30/22	\$ 285.19
			Natural Gas(436.37 Gls)/Sweepers(2)/Sewer Truck(1) 8/18-8/31	09142022-6	\$ 1,217.47
60697	2104 - ENGSTROM, DANIEL MAMA SAID ENTERTAINMEN	\$ 1,500.00	Perform/Music/2022 5K/10K 10/1	10/1/22	\$ 1,500.00
60698	2054 - FAST UNDERCAR BM INDUSTRY INC	\$ 515.45	Brake Rotors(4)/Brake Pads(2)/Control Arms(2) 9/12	27EY6781	\$ 515.45
60699	1115 - FRONTIER	\$ 424.27	7148996947 - Phone Svc/Sewers 9/22	9/22(A)	\$ 57.78
			W/C Phone Svc/5624931036 9/22	9/22(B)	\$ 75.45
			W/C Svc/Circuit Line 9/13-10/12	9/13/22-10/12/22	\$ 291.04

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60700	119018 - GOLDEN STATE WATER COMPANY	\$ 50,146.22	Svc/Athletic Fields 8/22	8/22(G)	\$ 4,025.39
			Svc/Civic Center 8/22	8/22(F)	\$ 3,082.29
			Svc/Community Center 8/22	8/22(H)	\$ 34.45
			Svc/Lexington Park 8/22	8/22(K)	\$ 3,270.28
			Svc/Parks Landscaping 8/22	8/22(D)	\$ 28,695.23
			Svc/Parkway Maint 8/22	8/22(E)	\$ 8,429.52
			Svc/Sr Center 8/22	8/22(J)	\$ 862.39
			Svc/Stanton Channel Berm 8/22	8/22(I)	\$ 1,746.67
60701	2093 - GONZALEZ, ALLISON	\$ 92.00	Advance/K9 Helper/Decoy Class 10/11-10/12	Adv 10/11-10/12	\$ 92.00
60702	110049 - GREAT SCOTT TREE SERVICE INC	\$ 78,031.00	Emergency Svc/Tree Trim(1)/Right of Way 9/9	46927	\$ 780.00
			Emergency Svc/Trim Tree(1)/Peppertree Park 8/10	46986	\$ 3,780.00
			Emergency Svc/Trim Tree(1)/Peppertree Park 8/6	46664	\$ 1,650.00
			Emergency Svc/Trim Tree(1)/Right of Way 8/18	46790	\$ 900.00
			Emergency Svc/Trim Tree(1)/Right of Way 9/12	46985	\$ 675.00
			Svc/Remove Trees(12)/Right of Way 8/26	46788	\$ 10,800.00
			Svc/Remove Trees(2)/Cedar Glen Park 8/16	46746	\$ 1,890.00
			Svc/Trim Trees(137)/Right of Way 9/8	46923	\$ 5,185.00
			Svc/Trim Trees(149)/Right of Way 9/12	46983	\$ 6,395.00
			Svc/Trim Trees(154)/Right of Way 9/8	46924	\$ 6,395.00
			Svc/Trim Trees(188)/Right of Way 8/18	46744	\$ 6,363.00
			Svc/Trim Trees(24)/Right of Way 9/14	46987	\$ 705.00
			Svc/Trim Trees(35)/Right of Way 8/19	46748	\$ 2,975.00
			Svc/Trim Trees(438)/Right of Way 9/2	46922	\$ 14,495.00
			Svc/Trim Trees(55)/Cedar Glen Park 8/16	46745	\$ 2,093.00
			Svc/Trim Trees(59)/Right of Way 8/15	46714	\$ 5,043.00
			Svc/Trim Trees(83)/Willow Park 8/19	46747	\$ 4,822.00
			Svc/Trim Trees(85)/Right of Way 9/9	46925	\$ 3,085.00
60703	101982 - HAGEN PLUMBING INC	\$ 622.56	Inspect & Repair/Restrooms/Arnold Cypress Park 8/13	90639	\$ 404.56
			Inspect/Restrooms & Water Fountains/City Hall 8/13	90638	\$ 109.00
			Inspect/Restrooms & Water Fountains/Willow Park 8/13	90641	\$ 109.00
60704	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 2,146.15	Supplies/Maint 8/22	9/30/22	\$ 2,146.15
60705	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 153.61	Supplies/Facility Operations/Comm Center 8/16	0511590	\$ 25.82
			Supplies/Facility Operations/Comm Center 8/16	9510074	\$ 42.93
			Supplies/Facility Operations/Comm Center 8/30	5512386	\$ 21.51
			Supplies/Facility Operations/Comm Center 8/31	4053348	\$ 27.42
			Supplies/Lexington Park 8/29	6611743	\$ 35.93
60706	103024 - JHM & CARSON SUPPLY	\$ 481.80	Irrigation Controllers(2)/Sprinkler Heads(4)/Batteries(4) 9/15	81231/3	\$ 283.36

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			Irrigation Valve(1)/Fittings(50) 9/21	81391/3	\$ 198.44
60707	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 1,503.29	PD Copy Paper(100 Rms) 9/13	11068291	\$ 964.90
			Specialty Paper(8.5 Rms) 9/15	11071538	\$ 538.39
60708	112054 - LAKEWOOD NURSERY	\$ 231.45	Flowers(30 Plants)/Civic Center 9/14	12568	\$ 231.45
60709	122069 - LIEBERT CASSIDY WHITMORE	\$ 1,712.50	Legal Svc/HR Matter #CY020-00001 8/22	225739	\$ 190.00
			Legal Svc/HR Matter #CY020-00040 8/22	225740	\$ 1,522.50
60710	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 1,180.96	PD Svc/18K Mile Tune Up/Motor Unit #663	44466	\$ 1,180.96
60711	933 - LSA ASSOCIATES, INC	\$ 13,012.50	Consult/Enviro Impact Report/Business Park Modernization 8/22	184578	\$ 500.25
			Consult/Housing Element/Enviro Impact Report 8/22	184577	\$ 7,296.50
			Consult/Mitigated Negative Declaration/Goodman Center 8/22	184579	\$ 5,215.75
60712	1973 - MARINA LANDSCAPE, INC	\$ 44,317.50	Final/Construct/Katella Ave Median Restoration 9/22	152116-08	\$ 44,317.50
60713	778 - MERMER, TERRY	\$ 12.00	Meal/Crisis Intervention 9/15	Reimb 9/30/22	\$ 12.00
60714	109269 - MILES, HILDA	\$ 1,267.50	Instruct/Hula Dance 9/6-10/13	10/13/22	\$ 1,267.50
60715	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 829.64	Propane(300 Gls) 9/6	619884	\$ 829.64
60716	1445 - MVP SECURITY SYSTEMS, INC.	\$ 7,568.26	Install/PD Security Cameras/Door Access Control 9/7	2041	\$ 7,568.26
60717	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PAI	\$ 610.05	Brake Rotors(4)/Brake Pads(2) 9/19	419478	\$ 544.09
			Wiper Blades(2)/Oil Filters(2) 9/12	419230	\$ 65.96
60718	985 - NATIONAL AUTO FLEET GROUP	\$ 51,730.93	Ford Truck(1)/Unit #116 9/12	WF4242	\$ 51,730.93
60719	107971 - NOVOTNY, RUDY	\$ 775.00	Svc/Announcer/2022 5K/10K Run 10/1	10/1/22	\$ 775.00
60720	672 - O'REILLY AUTO PARTS	\$ 333.76	Blower Motor(1)/Oil Filters(2)/Lamps(2) 9/14	3078-354120	\$ 228.29
			Seat Cover(1)/Steering Wheel Cover(1) 9/19	3078-355420	\$ 70.02
			Wiper Fluid(6 Gls)/Cabin Filter(1) 9/12	3078-353640	\$ 35.45
60721	1140 - ORTIZ, JESSE	\$ 12.00	Meal/Coaching & Mentoring 8/18	Reimb 9/30/22	\$ 12.00
60722	129575 - PARKHOUSE TIRE INC	\$ 900.26	Sweeper Tires(2) 8/29	1020259921	\$ 900.26
60723	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE H	\$ 704.53	Svc/Car Wash/PD(58)/Parks(2)/PW(1) 8/22	2149	\$ 704.53
60724	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 1,248.00	Instruct/Pickleball 9/7-10/2	10/2/22	\$ 884.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
			Instruct/Pickleball/Private Lessons 9/6-12/9	8/22	\$ 364.00
60725	2026 - PHILLIPS, TROY	\$ 1,000.00	Svc/Audio & Lighting/2022 5K/10K Run 10/1	10/1/22	\$ 1,000.00
60726	2036 - PIPE TEC, INC	\$ 3,448.50	Final/Inspect/CCTV & Sewer Systems/Citywide 8/22	10478	\$ 3,448.50
60727	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 3,500.00	Postage/Voter Outreach Postcards/November Election	9/30/22	\$ 3,500.00
60728	109147 - QUINN POWER SYSTEMS	\$ 378.63	Spark Plug Wires(6)/PS #6 9/7	PC810958948	\$ 378.63
60729	1598 - RBL INC PLUMBING	\$ 2,590.28	Emergency Svc/Clear Plumbing Clog/Right of Way 8/26	467	\$ 271.50
			Repair/Water Heater Check Valve/Sr Center 9/6	464	\$ 618.78
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 9/6	465	\$ 600.00
			Svc/Hydro Jet Sewer Line/PD & Civic Center Green 8/8	445	\$ 850.00
			Svc/Hydro Jet Sewer Line/PD 9/6	466	\$ 250.00
60730	1335 - REVERE, CHRISTOPHER	\$ 46.00	Meals/Peace Officer Certification SB2 9/19-9/20	Reimb 9/30/22	\$ 46.00
60731	1804 - REXEL ENERGY SOLUTIONS-REXEL USA, INC	\$ 15,399.00	Software Maint/Electric Vehicle Charging Stations(9)	S2847569.002	\$ 15,399.00
60732	111301 - S.C. YAMAMOTO, INC	\$ 39,184.39	Install/Mulch(106 Tons)/Parks 8/22	1418803(A)	\$ 3,180.00
			Install/Mulch(225 Tons)/Right of Way 8/22	1418802(A)	\$ 6,750.00
			Svc/Landscape/Citywide 8/22	1418803	\$ 14,820.00
			Svc/Landscape/Right of Way & Berm 8/22	1418802	\$ 14,434.39
60733	1016 - SALAZAR, SARA	\$ 60.66	Reimb/Decor/State of the City 9/6	Reimb 9/30/22	\$ 60.66
60734	130328 - SHOETERIA	\$ 250.00	Safety Shoes(1)/ERodriguez 9/6	0038828IN	\$ 250.00
60735	730 - SIERRA INSTALLATIONS, INC	\$ 840.00	Update Banners(40)/Red Ribbon Week 9/21	210577	\$ 840.00
60736	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	\$ 520.29	Disposable Gloves(2K) 9/19	7058	\$ 520.29
60737	974 - SNIDER AND ASSOCIATES	\$ 6,006.58	Svc/Strategic Planning Facilitation 9/21	04495	\$ 6,006.58
60738	119016 - SO CAL EDISON	\$ 3,672.27	700003851853 Svc/Parkways 8/22	8/22(D)	\$ 581.16
			700428641933 Svc/Mackay Park 8/22	8/22(C)	\$ 127.49
			700564248438 Svc/Traffic Signals 8/22	8/22(E)	\$ 2,963.62
60739	119017 - SO CAL GAS CO	\$ 59.42	08131074000 Svc/Storm Drain 9/22	9/22	\$ 14.79
			14011061398 Svc/Storm Drain 9/22	9/22(A)	\$ 29.84
			16111070716 Svc/Storm Drain 9/22	9/22(B)	\$ 14.79
60740	543 - SORVILLO, BRYAN	\$ 8,534.50	Instruct/Group Tennis 9/6-10/7	10/7/22	\$ 8,534.50

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09/24/22-10/07/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60741	125888 - SPARKLETTS	\$ 238.24	Comm Center Bottled Water 8/22 Maint Bottled Water 8/22 PD Bottled Water 8/22 Sr Center Bottled Water 8/22	4104724 8/22 4106666 8/22 4104648 8/22 4104716 8/22	\$ 24.44 \$ 134.24 \$ 68.12 \$ 11.44
60742	108964 - STAPLES CREDIT PLAN-WEST COMM	\$ 116.52	W/C Envelopes(100)/Invitations(100)/25th Anniversary Event 8/30 W/C Notepads(24)/Pens(8) 9/14 W/C Wrist Rests(2) 9/9	8257 9843671840 9843529979	\$ 42.39 \$ 44.82 \$ 29.31
60743	455 - STORETRIEVE, LLC	\$ 204.64	File Storage/Retrieval 8/22	0183567	\$ 204.64
60744	1133 - SWAGIT PRODUCTIONS, LLC	\$ 695.00	Svc/Video Stream/Council Meetings 8/22	21001	\$ 695.00
60745	1137 - TAOIPU, PATRICK	\$ 1,794.00	Instruct/Basic Hula 9/13-11/29 Instruct/Intermediate Hula 9/13-11/29	11/29/22(A) 11/29/22	\$ 78.00 \$ 1,716.00
60746	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 8/22	83488	\$ 1,000.00
60747	851 - THE UPS STORE, #5882	\$ 80.00	Svc/Fingerprints(2)/City 8/22 Svc/Fingerprints(2)/Rec Volunteers 8/22	9/7/2022 9/7/2022(A)	\$ 40.00 \$ 40.00
60748	105052 - TOPAZ ALARM CORP.	\$ 105.00	Monitor Pumps 10/22	139931	\$ 105.00
60749	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 1,005.38	PD Safety Gear/Aide SGonzalez PD Safety Gear/Trainee JMcCormack PD Uniform/Aide SGonzalez	6672 6671 6670	\$ 196.94 \$ 32.80 \$ 775.64
60750	100308 - UNITED MAINTENANCE SYSTEMS	\$ 7,980.00	Svc/Janitorial/Park & Rec Facilities 8/22	15297	\$ 7,980.00
60751	129595 - VERIZON WIRELESS - CA	\$ 76.57	Cell Svc/Rec 9/22	9/22	\$ 76.57
60752	1992 - VOORHEES, RONDA	\$ 1,212.25	Instruct/Group Piano & Art 9/7-10/13 Instruct/Private Piano 8/22	10/13/22 8/22	\$ 1,134.25 \$ 78.00
60753	2012 - WILLDAN ENGINEERING	\$ 2,240.00	Svc/Neighborhood Preservation/Code Enforcement 8/22	00227366	\$ 2,240.00
60754	101980 - WORTHINGTON FORD	\$ 1,994.62	Replace/Gear Shift Handle/Unit #685 Replace/Oxygen Sensor/Unit #640 Replace/Solenoids/Gaskets/Unit #102 Sensors(2)/Gaskets(2)/Spark Plugs(10)/Misc 9/12 Sensors(2)/Solenoids(2)/Oil(6 Qts)/Misc 9/12 Sensors(4) 9/21	5155121 127400/1 127054/1 5154558 12839 5154564	\$ 10.29 \$ 256.88 \$ 990.00 \$ 193.58 \$ 302.62 \$ 241.25
60755	423 - YORBA REGIONAL ANIMAL HOSPITAL & PET RESO	\$ 270.67			

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
			PD Vet Svc/Bono 8/31	978671368	\$ 270.67
60756	2044 - YOUTH EVOLUTION ACTIVITIES	\$ 1,351.35	Instruct/Youth Basketball 9/8-10/6	10/6/22	\$ 1,351.35
60757	1974 - YUNEX LLC	\$ 189.07	Svc/Street Light Survey 8/22	5610281756	\$ 189.07
60758	0 - ALMAGUER, ELIECER	\$ 300.00	Refund/Facility Deposit/Contract #6367	Rfd 9/30/22	\$ 300.00
60759	0 - CENTURION FOOTBALL BOOSTERS	\$ 500.00	Refund/Facility Deposit/Contract #6245	Rfd 9/30/22	\$ 500.00
60760	0 - CYPRESS INFLUENCE CHURCH	\$ 300.00	Refund/Facility Deposit/Contract #6351	Rfd 9/30/22	\$ 300.00
60761	0 - ETULLE, YARDLEY	\$ 300.00	Refund/Facility Deposit/Contract #6308	Rfd 9/30/22	\$ 300.00
60762	0 - HOME DEPOT	\$ 50.00	Refund/Christmas Tree Lot Clean Up 2004	Rfd 9/30/22	\$ 50.00
60763	0 - JIANG, CHUNYAO	\$ 100.00	Refund/Facility Deposit/Contract #6376	Rfd 9/30/22	\$ 100.00
60764	0 - KANG, DANIEL	\$ 500.00	Refund/Recycling Deposit/5231 Marcella Ave	Rfd 9/30/22	\$ 500.00
60765	0 - LOS ALAMITOS AREA CHAMBER OF COMMERCE	\$ 50.00	Refund/Summerfest Clean Up/Los Alamitos Race Course	Rfd 9/30/22	\$ 50.00
60766	0 - MARROQUIN, ANGELINA	\$ 500.00	Refund/Recycling Deposit/9336 Fernbury St	Rfd 9/30/22	\$ 500.00
60767	0 - MARTINELLI, RAYMOND	\$ 1,000.00	Refund/Recycling Deposit/5178 Cumberland Dr	Rfd 9/30/22	\$ 1,000.00
60768	0 - MERCADO, STEPHANIE	\$ 738.00	Refund/Facility Deposit & Rental Fees/Contract #6148	Rfd 9/30/22	\$ 738.00
60769	0 - MILLER, MATT	\$ 500.00	Refund/Recycling Deposit/6384 Anguilla Ave	Rfd 9/30/22	\$ 500.00
60770	0 - PRECIADO, JOSEEN	\$ 500.00	Refund/Recycling Deposit/5095 Brunswick Dr	Rfd 9/30/22	\$ 500.00
60771	0 - RICHARDSON, JENNIFER	\$ 500.00	Refund/Recycling Deposit/9952 Juanita St	Rfd 9/30/22	\$ 500.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60772	0 - STERLING & REID BROS COMBINED SHOWS INC	\$ 50.00	Refund/Circus Clean Up Deposit/TUP #99-3	Rfd 9/30/22	\$ 50.00
60773	0 - THACKER BERRY FARMS	\$ 50.00	Refund/Strawberry Stand Clean Up/4501 Cerritos Ave	Rfd 9/30/22	\$ 50.00
60774	0 - VAZQUEZ, ASHLY	\$ 500.00	Refund/Recycling Deposit/9672 Glenbrook St	Rfd 9/30/22	\$ 500.00
Total EFTs		\$ 524,369.46			\$ 524,369.46
Total Warrants		935,165.68			935,165.68
Transfer to Payroll (W1485)		662,175.65	Payroll 09/16/22-09/30/22		662,175.65
Grand Totals		\$ 2,121,710.79			\$ 2,121,710.79