AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
April 24, 2023
4:30 P.M. - Workshop/Closed Session
6:00 P.M. - General Session

www.cypressca.org

5275 Orange Avenue
Cypress, California

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda

AGENDA AMENDMENTS

- Agenda Item No. 2 - Submitted public comment attached to report.
- Agenda Item No. 4 - Draft minutes updated to include additional details regarding Workshop item.

CALL TO ORDER

4:30 P.M.
Executive Board Room

ROLL CALL

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

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

ORAL COMMUNICATIONS ON CLOSED SESSION/WORKSHOP ITEMS

(Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on Closed Session/Workshop items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

WORKSHOP SESSION

Southern California Edison LED Streetlight Conversion Project

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Southwest Voter Registration Education Project v. City of Cypress
Case No. 30-2022-01270865-CU-CR-CJC
Orange County Superior Court

LIABILITY CLAIMS
Pursuant to Section 54956.95
Claimant: Council Member Frances Marquez
Agency claimed against: City of Cypress

RECONVENE
6:00 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 Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

PLEDGE OF ALLEGIANCE

INVOCATION Saint Irenaeus Catholic Church

REPORT OF WORKSHOP AGENDA / CLOSED SESSION
City Manager/City Attorney

PRESENTATIONS

Cypress Police Foundation Donation Presentation

Business Environmental Awards Presentation

ORAL COMMUNICATIONS ON AGENDA ITEMS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

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PUBLIC HEARINGS (Three minutes per speaker.)

The public may address the City Council on public hearing items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with member of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first.

Council Members should disclose any communications relevant to a Public Hearing item.

1. **Approve Conditional Use Permit No. 2023-02 for Eight Apartments at 8561 Belmont Street**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation: Adopt a Resolution approving Conditional Use Permit No. 2023-03, subject to the attached conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

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.

2. **Receive and File Public Comments Submitted for the April 24, 2023 City Council Meeting**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Receive and file submitted public comments.

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

4. **Approve Minutes - Meeting of March 28, 2023**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Approve as submitted.

5. Accept a Donation of Police Badges from the Cypress Police Foundation

Prepared by: Mark Lauderback, Chief of Police

Recommendation: Accept a donation of 121 Police badges valued at $10,748 from the Cypress Police Foundation.

6. Accept the Shade Structure Replacement at Manzanita Park, Project 333

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Shade Structure Replacement at Manzanita Park, Project 333, in the amount of $59,940.61 and approve the final payment of $59,940.61 to R.E. Schultz Construction, Inc.; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

7. Approve Purchase of a Cloud-Based Phone System and Services

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

Recommendation:

1. Approve the purchase of a cloud-based telephone system from Ring Central Inc. for $62,405.46; and

2. Award a five-year agreement for phone system service to Ring Central Inc., for annual telephone service, system hosting, maintenance, and support.

8. Approve Plans and Specifications and Award Contracts for Residential Street Resurfacing, Project 314

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for Residential Street Resurfacing, Project 314; and

2. Award a contract to American Asphalt South Inc., for $926,269.43, and authorize a contingency of $139,000; and

3. Approve a Task Order for Construction Inspection Services to Ardurra Group Inc., for $131,300 and authorize a contingency of $13,000.

9. Award a Contract for a Right-of-Way Irrigation System Water Conservation Assessment, Project 340

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a contract to David Evans and Associates for a Right-of-Way Irrigation Systems Water Conservation Assessment for $50,110, and authorize a contingency of $7,500.

10. Award a Contract for a Security System Evaluation of City Facilities, Project 343

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a contract to Triad Consulting Group for a security system evaluation of City facilities, Project 343, for $125,000 and authorize a contingency of $12,500.

11. Receive and File the Investment Report for the Month Ended March 31, 2023

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

Recommendation: Receive and file the attached investment report.

12. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 25, 2023 through April 7, 2023

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

Recommendation: Receive and file the attached payment register summarized below for the period of March 25, 2023 through April 7, 2023:

- Electronic Funds Transfers 12891 through 12929
- Warrants 62070 through 62156
- Payroll Transfers W1499

NEW BUSINESS

13. Adopt the Strategic Plan and Six Month Objectives

Prepared by: Peter Grant, City Manager

Recommendation: Adopt the Strategic Plan and six month objectives.

ITEMS FROM CITY COUNCIL MEMBERS

14. Discuss and Provide Direction Regarding Ordinance No. 1193 and Municipal Code Section 2-1 and 2-2

Prepared by: Peter Grant, City Manager

Recommendation: Discuss and provide direction regarding Ordinance No. 1193 and Municipal Code Section 2-1 and 2-2.

15. Discuss and Potentially Provide Direction Regarding Cablecasting/Streaming and Recording City Council Meetings

Prepared by: Peter Grant, City Manager

Recommendation: Discuss and potentially provide direction regarding cablecasting/streaming and recording City Council meetings.

16. Discuss and Potentially Provide Direction to the City Manager to Provide the City Council a Presentation on Valley Vista Services' Self-Reported Commingling of Refuse and Recycling from Ovation at Flora Park

Agendized by: Frances Marquez, Council Member

Recommendation: Discuss and potentially provide direction to the City Manager to provide the City Council a presentation on Valley Vista Services' self-reported commingling of refuse and recycling from Ovation at Flora Park.

17. Consider Revising the Process for Council Members to Add Items to the City Council Agenda

Agendized by: Anne Hertz-Mallari, Mayor

Recommendation: Consider revising the process for Council Members to add items to the City Council agenda.

ORAL COMMUNICATIONS ON ITEMS NOT ON THE AGENDA (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on any item within the subject matter jurisdiction of the City Council. Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on its agenda. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, May 8, 2023, 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 and City website not less than 72 hours prior to the meeting. Dated this 19th day of April, 2023.

_____

Alisha Farnell, City Clerk

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.

2. Attend Virtually via Webinar. Follow this link: **https://attendee.gotowebinar.com/register/2209730730313708379**. Advance registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items/ Public Hearings/ Oral Communications on Items Not on the Agenda. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.

 = Hand Raise  = Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 2:00 p.m. on the day of the meeting will be added to the City Council agenda as a Consent Calendar item.

4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

5. Listen to the Meeting. Listen-only teleconferencing is available by calling (914) 614-3221 and entering Access Code 485-296-325. No registration or audio pin is necessary.

INVOCATION POLICY

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

AMERICANS WITH DISABILITIES ACT

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: Alicia Velasco, Planning Director

DATE: 04/24/2023

SUBJECT: **Approve Conditional Use Permit No. 2023-02 for Eight Apartments at 8561 Belmont Street**

RECOMMENDATION

Adopt a Resolution approving Conditional Use Permit No. 2023-03, subject to the attached conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

DISCUSSION

This item was continued from the April 10 City Council meeting due to testimony at the public hearing. The resident of 8541 Belmont Street expressed concern that shade from the project would reduce the effectiveness of his solar panels. In response to the neighbor's concerns, the City Council requested the applicant provide a shade study. According to the attached shade study, 8541 Belmont Street will not be affected by shade since it is situated two properties north of the project. The property directly north of the project is affected by winter shade. However, any structure at the permitted height of the zone (outlined in red on the shade study) would have the same effect.

During the public hearing, additional comments were made regarding on-street parking in the neighborhood. Despite meeting parking requirements, the applicant is working with Planning and Public Works to identify an additional parking space. An update will be provided during the public hearing.

The April 10 staff report detailing the project's development standards is attached. This project is recommended for approval because it complies with the Zoning Ordinance, Municipal Code, and State Density Bonus law. In addition, the project provides eight housing units, including two reserved for very-low-income residents, which will be counted toward the City's Regional Housing Needs Assessment.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns and/or require the applicant to modify the project design; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

CUP Resolution
Project Conditions
April 10 City Council Meeting Staff Report
Shade Analysis
Vicinity Map
Project Plans
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 2023-03, FOR THE DEVELOPMENT OF AN EIGHT-UNIT APARTMENT BUILDING, INCLUDING TWO AFFORDABLE UNITS, RESTRICTED TO VERY LOW INCOME HOUSEHOLDS, ON A 10,000 SQUARE FOOT SITE LOCATED AT 8561 BELMONT STREET WITHIN THE RM-20 (RESIDENTIAL MULTIPLE FAMILY) ZONE AND FINDING THE PROJECT EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by 8561 Belmont, LLC ("Developer") for the development of an eight-unit apartment building, including two affordable units, restricted to very low income households, on a 10,000 square foot site located at 8561 Belmont Street within the RM-20 (Residential Multiple Family) zone (the "Project"); and

WHEREAS, the subject site is zoned RM-20 (Residential Multiple Family). Section 2.05.030 of the Cypress Zoning Ordinance states that multi-family developments with three or more units in the RM-20 zone are permitted subject to the approval of a Conditional Use Permit; and

WHEREAS, Section 12 of the Cypress Zoning Ordinance includes provisions for density bonus applications as required by California Government Code Sections 65915-65918 ("State Density Bonus Law"); and

WHEREAS, the Developer has requested a 50 percent density bonus, three concessions, and two waivers in exchange for providing two units affordable to very low income households pursuant to Cypress Zoning Ordinance Section 12 and State Density Bonus Law, as laid out in the City Council staff report dated April 10, 2023; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated April 10, 2023, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on April 10, 2023, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, the Project is categorically exempt pursuant to California Environmental Quality Act Guidelines, Section 15332 - In-fill Development. Section 15332 exempts in-fill projects in urbanized areas on sites less than five acres; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. Findings. Pursuant to the Cypress Zoning Ordinance Section 4.19.070 (Conditional Use Permits), the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the General Plan and the Zoning District in which the site is located.

   The Project is consistent with the intent of the general plan to allow for infill multi-family residential development and to provide for a variety of housing options for Cypress residents. Cypress Zoning Ordinance Section 2.05.030 allows for residential development of three or more units with conditional use permit approval. Further, the project complies with all the requirements of State Density Bonus Law (Government Code Sections 65915-65918).

2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity.

   With approval of the conditions included in Exhibit “A”, the Project will not be materially detrimental to the public health, safety or general welfare. The project is surrounded by other multi-family residential uses and to the extent possible has been designed to avoid negatively impacting adjacent uses by including appropriate setbacks, landscaping, and other features. Although the project includes a concession to allow a reduced north side yard setback, the building design minimizes the impact of this setback by primarily locating hallways and stairways on the north side rather than livable space. The conditions included in Exhibit “A” will further ensure that the construction and ongoing maintenance and operation of the project will not negatively impact public health, safety, or general welfare.

3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

   The applicant has requested three concessions and two waivers pursuant to State Density Bonus Law, which provide relief from the following requirements: 1) maximum height; 2) minimum side yard setback; 3) minimum landscaped area; 4) minimum open space; and, 5) that parking be within an enclosed garage. Without the allowance of these concessions and waiver, the project would not be able to

accommodate the density entitled by State Density Bonus Law in exchange for designating two units as affordable to very-low income households. Other than the standards listed above, the project complies with applicable provisions of the zoning ordinance.

SECTION 2. CEQA The City Council finds that the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 – In-fill Development. The Project is an infill project in an urbanized area on a site less than five acres. The Project is consistent with the applicable general plan land use and zoning designations, will not have an adverse impact on any natural habitats, and will not result in significant effects relating to traffic, noise, air quality, or water quality. Therefore, the City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Conditional Use Permit No. 2023-03, subject to the applicable conditions included in Exhibit “A”. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 10th day of April, 2023.

_____
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 10th day of April, 2023, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

PROJECT TITLE: CUP NO. 2023-03

ADDRESS: 8561 BELMONT STREET, CYPRESS, CA

CONDITIONS OF APPROVAL

1. General Conditions

1.1. Prior to the issuance of building permits, the project applicant and property owner shall sign and return a City-provided affidavit accepting these conditions of approval. *(Planning)*

1.2. This permit is granted for the plans dated March 3, 2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. *(Planning)*

1.3. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*

1.4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than $500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30 day cancellation notice to the City of Cypress. *(City Attorney)*

1.5. All requirements of the Cypress Municipal Code, Orange County Fire Authority (OCFA), Orange County Health Department, and Cypress Building and Safety Division and any other provisions of applicable law shall be satisfied prior to a certificate of occupancy being issued. *(Planning)*

1.6. Any failure of applicant to abide by these conditions of approval or sign and return a City-provided affidavit accepting these conditions of approval shall be grounds for City's initiation of proceedings to revoke this Conditional Use Permit in accordance with the City's Zoning Ordinance.

1.7. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The modification must be approved in writing by the Planning Director (Conditions of Approval Sections 1-7), City Engineer (Conditions of Approval Sections 9-21), and the Orange County Fire Authority (Conditions of Approval Section 23). For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met.

2. Planning

2.1. Any expansion or modification of the approved use beyond what is approved as part of this Conditional Use Permit will require an amendment to the conditional use permit. *(Planning)*

2.2. Utilities shall be released during the normal course of construction; however, they shall not be released until applicable conditions of approval have been met to the satisfaction of the Community Development Department. *(Planning)*

2.3. The developer shall provide mailbox facilities for each residence, to the satisfaction of the Planning Director and the Postmaster. *(Planning)*

2.4. This conditional use permit may be modified or revoked by the City Council should the Council determine that the proposed use or conditions under which it is being operated or maintained is detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity. *(Planning)*

2.5. Parking spaces shall remain available for resident parking at all times. On-site guest parking shall be prohibited. The developer shall erect a sign at the project entrance prohibiting guest parking on-site. *(Planning)*

2.6. Areas subject to vehicle loading, including internal streets, driveways, etc., shall consist of Portland Cement Concrete (PCC) unless an alternative material is approved in the project WQMP for infiltration purposes. *(Planning)*

2.7. A copy of the approved Conditions of Approval shall be included in all development plans submitted to the City. *(Planning)*

2.8. Exterior lighting shall comply with Section 3.11.060 (Exterior lighting) of the Zoning Ordinance. Developer shall submit a lighting plan showing standard heights and light materials and a photometric plan showing light levels on site and at the adjacent property limits. All parking area and exterior structure light fixtures

shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway or cause glare that affects motorists. Illumination levels at the property lines shall not exceed .5 foot candles. *(Planning)*

2.9. The developer shall construct new masonry block walls along the west (rear) and south (side) property lines, except within the front setback. The new wall shall have a height of six feet as measured from the higher grade. The design of the wall shall be consistent with the design of the rest of the development and shall include precast caps. The developer shall submit wall plans for review and approval by the Planning Director or designee. *(Planning)*

2.10. The project shall include two units restricted to rents affordable to very-low income households in exchange for a 50 percent density bonus, three concessions, and two waivers, pursuant to Government Code Sections 65915-65918 and as outlined in the staff report dated April 10, 2023. *(Planning)*

2.11. The developer shall enter into an affordable housing agreement with the City pursuant to Section 3.12.090 of the Cypress Zoning Ordinance. The agreement shall be recorded against the property prior to the issuance of building permits unless otherwise approved by the Planning Director. *(Planning)*

2.12. The developer shall provide a deposit to cover the costs of City review of the affordable housing agreement. Developer shall be charged against the deposit on a time and materials basis. In the event that the cost of review exceeds the deposit amount, developer shall pay an additional fee to cover the remaining cost. Any remaining deposited funds shall be refunded to the developer after the affordable housing agreement has been approved.

2.13. The project shall comply with all development standards for affordable units pursuant to Cypress Zoning Ordinance Section 3.12.080, including that affordable units are comparable in size and quality to market rate units. *(Planning)*

2.14. The developer shall comply with all requirements of Senate Bill 330, including tenant notification requirements and tenant entitlement to relocation benefits and right of first refusal for a comparable unit in the new development.

3. Architectural

3.1. Architectural elevations and site plans shall be reviewed and approved by the Community Development Department prior to the issuance of building permits. *(Planning)*

3.2. All architectural treatments shall be constructed as illustrated on plans and renderings submitted. The final exterior color scheme shall be submitted to the Community Development Department for review and approval prior to actually painting the structure. *(Planning)*

3.3. All equipment, such as heating and air conditioning units, transformer boxes, and water valves shall be adequately screened from public view subject to the approval of the Planning Director. *(Planning)*

3.4. Developer shall incorporate roof and building drainpipes and downspouts in an architecturally compatible manner including location and color to the satisfaction of the Director of Planning. *(Planning)*

4. Signage

4.1. Developer shall not erect or display on the subject property any signs which have not been reviewed and approved by the Planning Director. *(Planning)*

4.2. Signs shall be reviewed under separate permit and pursuant to the requirements of the Cypress Zoning Ordinance. *(Planning)*

5. Landscaping

5.1. A detailed landscape and automatic irrigation plan shall be submitted to the Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*

5.2. All landscape areas shall comply with the City's water efficiency ordinance as well as the water efficient requirements of the Cypress Zoning Code and the City's Drought Response Management Plan. All irrigation shall be provided by a drip or microspray system. *(Planning)*

5.3. Unless otherwise specified, all required trees shall be a minimum 15-gallon in size and of a variety approved by the Director of Planning. *(Planning)*

5.4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Planning Director allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. *(Planning)*

6. Operational

6.1. Parking of recreational vehicles over 20 feet long in the project is prohibited. This restriction shall be included in the lease agreements for the project *(Planning).*

6.2. The exterior storage of property owner or tenant property within parking areas or anywhere else on site is prohibited. This restriction shall be included in the lease

agreements for the project. *(Planning)*

7. Property Maintenance

7.1. All walls and fences shall be maintained free of significant surface cracks, dry rot, warping, missing panels or blocks, which threaten the structure's structural integrity. *(Planning)*

7.2. Parking lot surfaces and pedestrian walkways shall be maintained such that any concrete, asphalt, or other driving or walking surfaces are free of potholes, buckled or cracked surfaces, or raised areas. *(Planning)*

7.3. The property shall be maintained free of the accumulation of trash and debris. Trash and debris are to be stored solely in designated solid waste bins. *(Planning)*

7.4. Exterior building elevations shall be maintained such that the buildings are free of broken, missing, or significantly cracked surface finished materials. *(Planning)*

7.5. The property shall be maintained clear of all graffiti. All graffiti shall be removed within 48 hours once notified in writing by the City. *(Planning)*

8. Fees

8.1. As applicable, the applicant shall pay the following fees, as noted below. *(Engineering)*

- Park and Recreation (Prior to issuance of Building Permit)
- Drainage Fee for Master Drainage Plan (Prior to issuance of Building Permit)
- City-wide Traffic Improvement (Prior to issuance of Building Permit)
- Regional Traffic Improvement (Prior to issuance of Building Permit)
- Final Subdivision Map Check (Prior to submittal of Map)
- Sanitary Sewer Connection (Prior to issuance of Building Permit)
- Grading / On-Site (Non-Structural) Plan Check (Prior to submittal of Grading Plans)
- Grading Permit and Inspection (Prior to Permit issuance)
- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the County Clerk-Recorder in the amount of $50.00 for the County administrative fee,

to enable the City to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines. *(Planning)*

9. Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.4. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

9.5. The applicant will be subject to, but not limited to, the following fees on the attached Cypress Master Fee Schedule (effective 7/1/22):

- building permit and mechanical/electrical/plumbing fees
- citywide and regional traffic improvements fees

- grading and public works permit and plan check fees
- Park Development Fee

(Engineering)

10. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting

13.1. N/A

14. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall resurface Belmont Street (2" grind and overlay asphalt concrete pavement) along the property frontage. Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.

14.2. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install a new driveway approach that is compliant with the American Disabilities Act along the property frontage on Belmont Street. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work.
- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.

(Engineering)

14.3. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.4. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

14.5. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Engineering)*

15. Subdivisions

15.1. N/A

16. Traffic

16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. *(Engineering)*

16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit.
(Engineering) (Driveways)

16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)

17. Utilities

17.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)*

17.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*

18. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long- term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary

to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010- 0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer’s post-construction certification as well as the owner’s post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance

Covenant and Agreement and O&M Plan.

- Demonstrate that the applicant has RECORDED one of the following:

    1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
    2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
    3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Enclosures for air compressors must include a roof installation similar to trash enclosures, and direct water from entering the enclosure. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

19.8 Pet waste collection systems or dispensers, which hold bags for pet owners to use to pick up waste, must be installed in close proximity to trash receptacles in all common use areas. Regular refuse collection and resupply of pickup bags must be conducted by property owner or homeowner's or business owner's association.

19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with

requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.11 Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.

19.12 The owner is responsible for maintaining and operating all on-site private improvements.

19.13 All property areas must be maintained free of litter/debris.

19.14 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

19.15 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

19.16 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.17 Waters from salt-chemistry pools or spas, filter waste and acid-wash or other cleaning wastewater are prohibited and illegal to discharge to the storm drain system. Water from swimming pools may be discharged to the storm drain system as long as the discharge meets the City's Municipal Stormwater Permit requirements. There must not be any swimming pool drains directly connected to the storm drain system.

19.18 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.19 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.20 The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

20. Building and Safety

20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)

20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

20.3. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless permit is obtained from the City Engineer. *(Building & Safety)*

20.4. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the Building Division prior to release of the grading permit. *(Building & Safety)*

20.5. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

21. Solid Waste

21.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

21.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. (Public Works, Water Quality)

21.3. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. (Public Works)

21.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

22. Security

22.1. N/A

23. Fire

23.1. **Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- fire master plan (service code PR145)

Prior to issuance of a building permit:

- architectural (service codes PR264-PR272, full review)
- alternative methods and materials (AM&M) request (service code PR910), if any portion of the structure will be occupied prior to completion of the entire structure. Phased occupancy AM&M requests shall accompany the architectural submittal.

- underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- fire sprinkler system (service codes PR400-PR465)

Prior to concealing interior construction:

- sprinkler monitoring system (service code PR500)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org and clicking on "Business→Planning & Development Services" in the menu bar at the top of the screen.

23.2. **Temporary/Final Occupancy Inspections:** Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

23.3. **Phased Occupancy:** Phased occupancy of this structure shall be permitted only with prior approval from OCFA and the Building Official. Requests for phased occupancy shall be submitted for evaluation by OCFA as an alternate materials and methods proposal (PR910) accompanying the architectural submittal. Such requests shall be made prior to start of construction only.

23.4. **Lumber-drop Inspection:** After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

Effective: _____ (Date of CC Mtg.)

SECTIONS
1. General
2. Planning
3. Architectural

4. Signage
5. Landscaping
6. Operational
7. Property Maintenance
8. Fees
9. Engineering
10. Landscaping in the Public Right-of-Way
11. Sewer and Wastewater
12. Street Trees
13. Street Lighting
14. Streets
15. Subdivisions
16. Traffic
17. Utilities
18. Drainage
19. Storm Water Quality
20. Building & Safety
21. Solid Waste
22. Security
23. Fire

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **Item # 2.**

FROM: Alicia Velasco, Planning Director

DATE: 04/10/2023

SUBJECT: **Approve Conditional Use Permit No. 2023-02 for Eight Apartments at 8561 Belmont Street**

RECOMMENDATION

Adopt a Resolution approving Conditional Use Permit No. 2023-03, subject to the attached conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

DISCUSSION

8561 Belmont, LLC submitted an application for a Conditional Use Permit for the development of eight apartments at 8651 Belmont Street in the RM-20 (Residential Multiple Family) Zone. The application requests a density bonus in exchange for two units affordable for very low-income households in accordance with Zoning Code Section 3.12 (Density Bonus).

Project Description

The project is a four-story apartment building with six market rate and two affordable units. RM-20 zoning requirements allow four units, but eight units are permitted under density bonus provisions, provided two are affordable to households with very-low incomes. A 55-year deed restriction is required for affordable units and details on the density bonus are provided later in this report.

Subject Property and Surrounding Land Uses

The 10,000 square foot site contains two existing units (built in 1931 and 1960) that will be demolished as part of the project.

The project site is bounded by the following uses:

Direction	Land Use	Zoning
North	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)
South	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)
East	Multi-family (2-3 unit properties; condominium complex)	RM-20 (Residential Multiple Family)
West	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)

Regulatory Control and Required Discretionary Actions

The RM-20 Zone is intended for residential development with a density of up to 20 dwelling units per acre. Section 2.05.030 of the Zoning Code requires a CUP for residential development of more than three units. The application requests a density bonus, concession and waivers that the City is required by State law to grant in exchange for the applicant entering into an Affordable Housing Agreement with the City.

Development Standards

The concessions and a waiver from development standards are:

Standards	Required	Proposed

Minimum Parcel Width	100 feet	50 feet[1]
Minimum Parcel Depth	100 feet	200 feet
Maximum Allowable Density	20 du/ac	~35 du/ac[2]
Maximum Height	35 feet	39'-6"[4]
Minimum Side Setback	10 feet	North: 4 feet[4] South: 10 feet
Maximum Lot Coverage	45%	42.6%
Minimum Open Space	400 sf/unit x 8 units = 3,200 sf	1,360 sf[3]
Minimum Landscaped Open Area	35%	13.6%[3]

1. *Legal nonconforming*
2. *Density bonus*
3. *Concession*
4. *Waiver*

SITE PLAN AND DESIGN REVIEW

Building Design and Architecture

The first story of the four-story building contains a lobby with elevator and stair access, a trash room, and tuck-under parking. The second floor includes a studio and three one-bedroom units. The third and fourth floors include two-story, three-bedroom units. Each unit includes an open floor plan living area and laundry hookups.

The building features a modern architectural style with a variety of materials, including stucco, vertical wood siding, and stone veneer. The applicant conducted a window alignment study (see page G011 of the attached plans) to avoid privacy issues for adjacent properties. No windows directly align with windows on adjacent properties. Additionally, the north side of the building (which has a reduced side yard setback) is primarily hallways and staircases, rather than living space.

Access and Parking

The site is accessed by a 24-foot wide driveway, which was reviewed and approved by Orange County Fire Authority. State law allows reduced parking for density bonus projects in addition to any incentives or concessions. The project complies with State parking requirements:

Unit Type	**State Parking Requirement**	**Total Provided**
0-1 Bedroom	1 space x 4 units	4 spaces
2-3 Bedroom	1.5 spaces x 4 units	6 spaces
Total		**10 spaces**

The project provides tuck-under carport parking, a concession from the Zoning Code's garage requirement the City is required to grant.

Landscaping and Open Space

The project provides 1,360 square feet of landscaping (21% less than required) primarily in the front yard setback and along the driveway. The rear yard includes a dog run with synthetic turf. The project includes new block walls along the rear and south property lines. Although the application requests a concession for landscaped area and open space, the provided landscaping complies with the City's Water Efficient Landscape Ordinance and other Municipal Code requirements.

DENSITY BONUS

Density

A project that designates 15 percent of units as affordable is eligible for a 50 percent density bonus under State law. An eight unit project must designate two units for very-low income households.

Base Density (20 du/ac)	Lot size x 20 du/ac = 4.59 units, rounded up = 5 units
Density Bonus (50%)	5 units x 50% = 2.5 units, rounded up = 3 units
Total Units	5 units + 3 units = 8 units
15% VL Income	8 units x 15% = 1.2 units, rounded up = 2 units

15% VL Income	8 units x 15% = 1.2 units, rounded up = 2 units

Affordable housing income limits (very low, low, moderate) are set by the State Department of Housing and Community Development. Very-low income households have an income between 30 and 50 percent of the area median income. For 2022, the annual income limit for very-low income households in Orange County ranged from $47,450 to $89,450, depending on household size. The two units in the project are restricted for very-low income tenants for 55 years.

Incentives and Concessions

The project is entitled to three concessions, or modifications of the development standards and code requirements. The application requests:

1. Parking in a carport rather than an enclosed garage (Zoning Code Section 2.05.050)
2. Reduction in open space from 3,200 sf to 1,360 sf (Zoning Code Section 2.05.040)
3. Reduction in landscaped area from 35% to 13.6% (Zoning Code Section 2.05.040)

Waivers and Reductions

State law also allows waivers from standards that prevent development at the permitted density. In order for a city to reject a waiver, it must identify a specific, adverse impact on health or safety that cannot be avoided or mitigated. The application requests a waiver from the 35-foot maximum height and 10-foot side yard setback required by the Zoning Ordinance to accommodate the eight units permitted by the density bonus.

Affordable Housing Agreement/Local Requirements

The Zoning Code requires an affordable housing agreement, which is recorded against the property. The agreement specifies:

1. The density bonus, incentives, concessions, and waivers granted
2. The location, size, and bedroom count of affordable units
3. The affordability level and term
4. An affirmative marketing plan to ensure advertising of units to a wide spectrum of residents

Additionally, affordable units must be distributed throughout the development, have similar finishes, and be a comparable size to market rate units. These requirements are included as conditions of approval.

ENVIRONMENTAL REVIEW

The project is categorically exempt from further California Environmental Quality Act (CEQA) review, pursuant to the CEQA Guidelines, Section 15332, to promote infill development in urbanized areas. The project is consistent with the applicable General Plan and zoning designations and is located on a lot smaller than five acres. Further, the project is surrounded by urban uses, and will not result in significant effects relating to traffic, noise, air quality, or water quality.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

The applicant hosted a virtual community meeting on March 30 and sent notice to adjacent property owners, including all 60 condominiums across the street from the project. No one attended the meeting. Public hearing notices were posted and mailed to all property owners within 500 feet of the project. All written communication related to the public hearing received prior to publishing the City Council agenda is attached. Written communication submitted by 3:00 p.m. on April 10 will be part of the public hearing administrative record.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns and/or require the applicant to modify the project design; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

None.

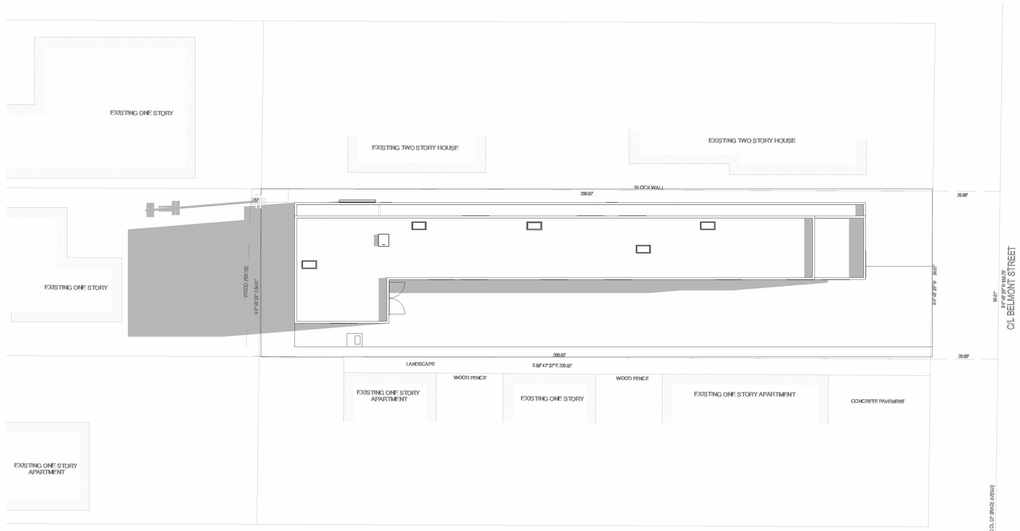
LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

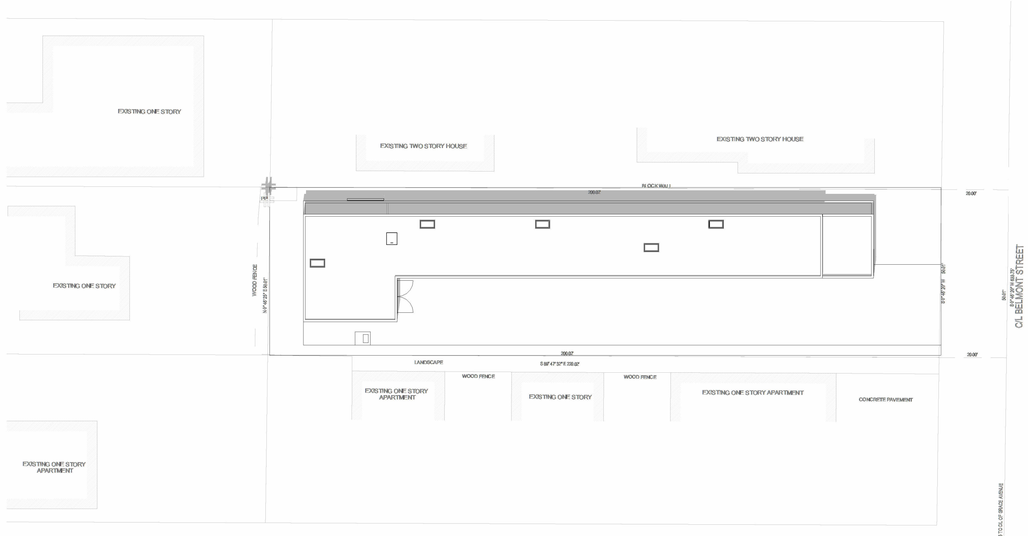
Attachments

CUP Resolution
Project Conditions
Vicinity Map
Project Plans
Notice of Exemption



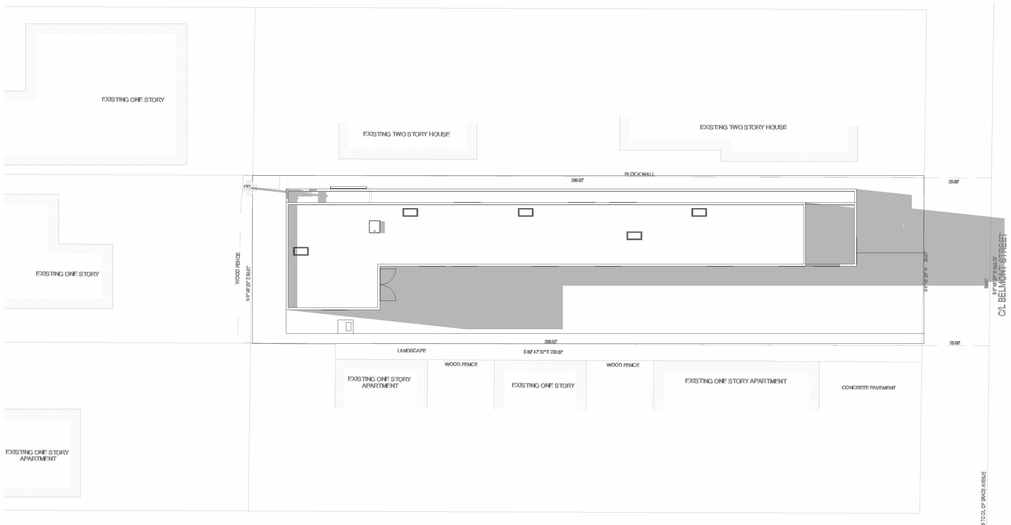
G013
1

SOLAR SUMMER SOLSTICE (JUNE AT 8.00AM)



G013
3

SOLAR SUMMER SOLSTICE (JUNE AT 12.00PM)



G013
2

SOLAR SUMMER SOLSTICE (JUNE AT 4.00PM)

NOTES

1. ALL DIMENSIONS ARE IN IMPERIAL
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GENERAL NOTES:

N

KEY

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SEAL

SUBMISSION	DATE	DESCRIPTION
01	12/09/2022	CITY OF CYPRESS REVIEW
02	01/17/2023	CITY OF CYPRESS REVIEW
03	01/20/2023	CITY OF CYPRESS REVIEW
04	02/02/2023	CITY OF CYPRESS REVIEW
05	02/15/2023	CITY OF CYPRESS REVIEW
06	03/02/2023	CITY OF CYPRESS (ENTITLEMENT)

REV	DATE	DESCRIPTION

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KAP.

T +1 (213) 268 8821
E hello@kapstudios.com
W www.kapstudios.com
A 5150 Wilshire Boulevard
Suite 404
Los Angeles, CA 90036

ARCHITECT

T
E
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A

CLIENT

JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

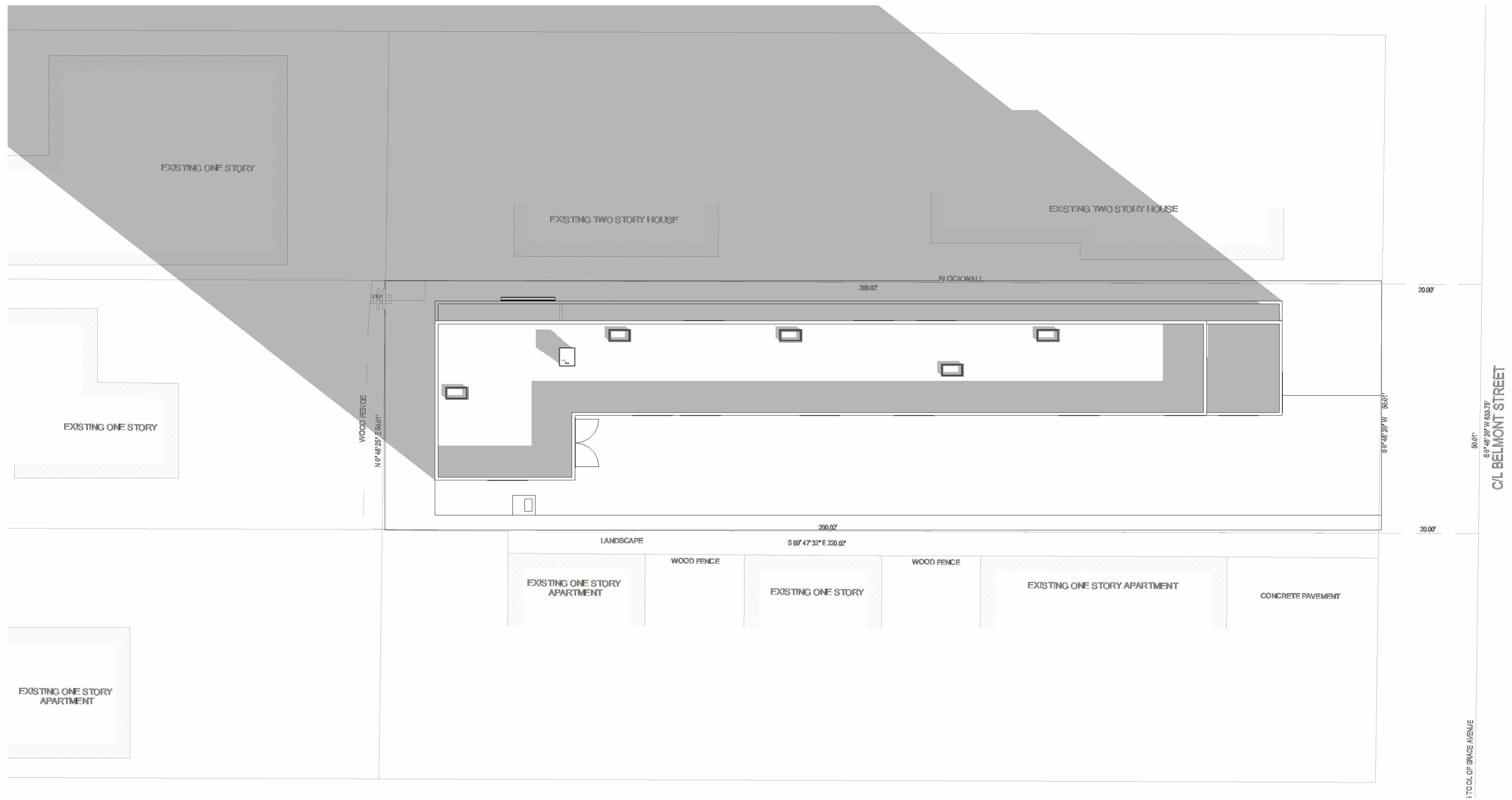
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PROJECT NAME: 8561 BELMONT ST

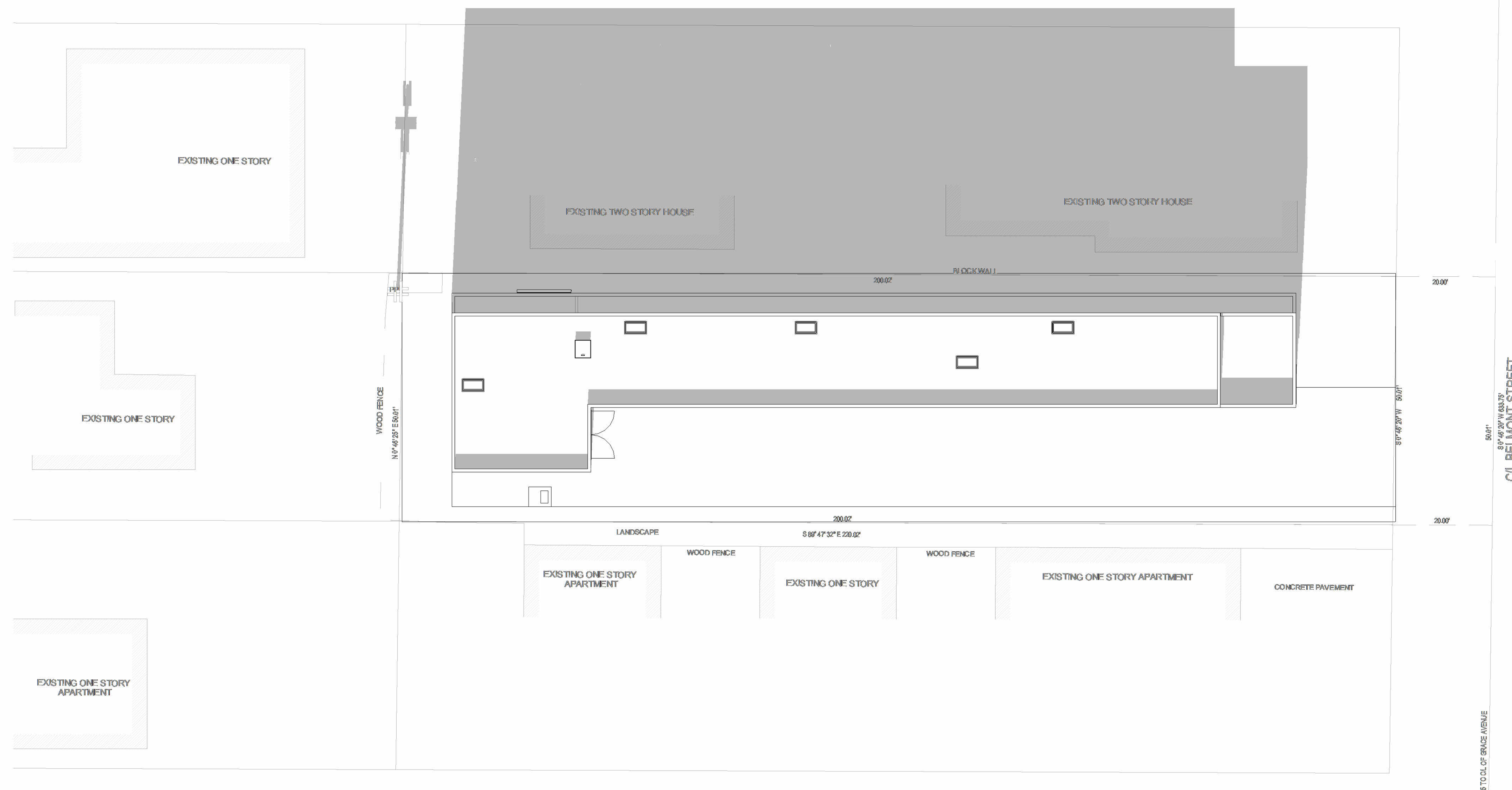
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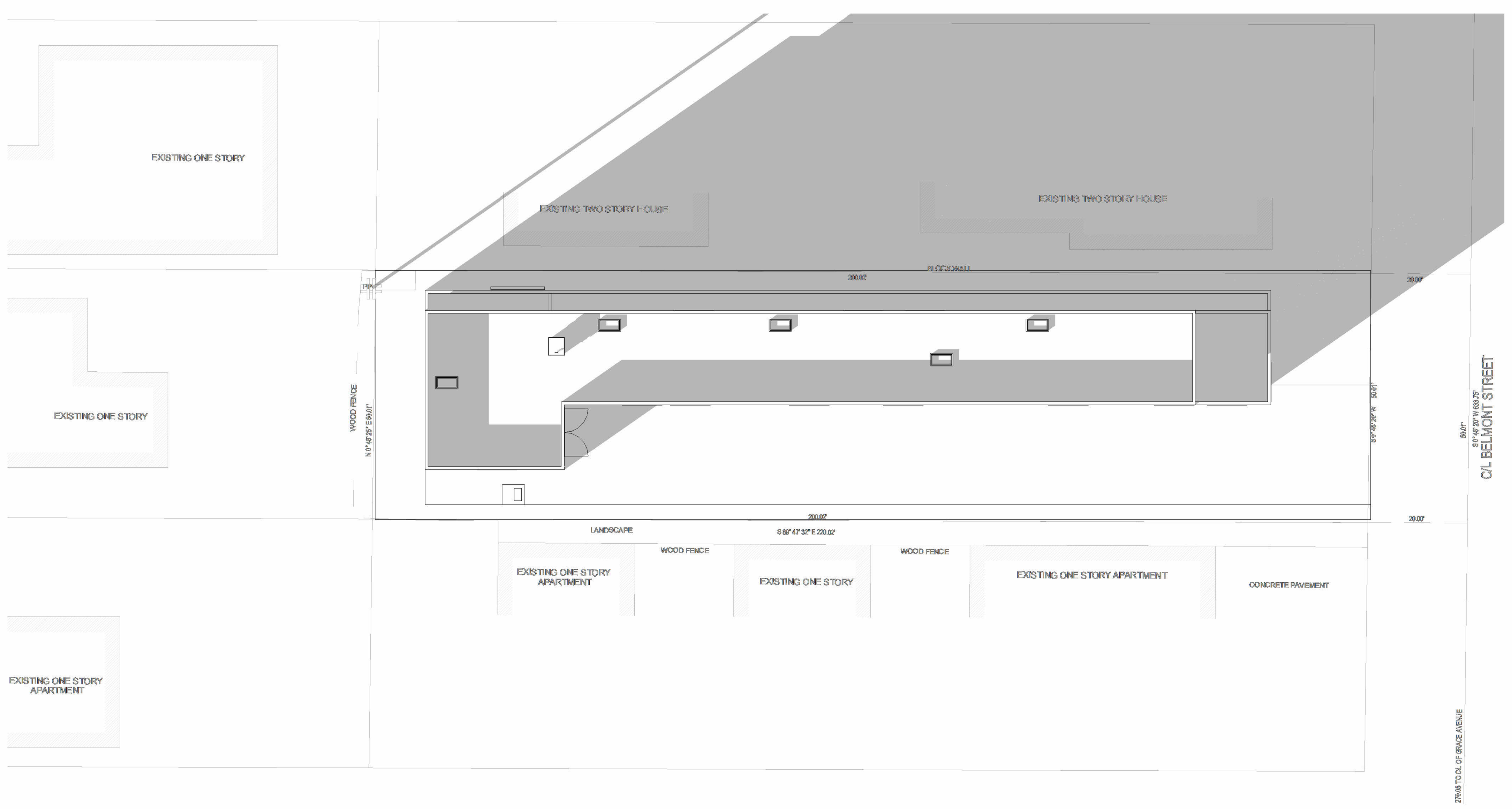
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G014 1 **SOLAR WINTER SOLSTICE (DECEMBER AT 8.00AM)**



G014 3 **SOLAR WINTER SOLSTICE (DECEMBER AT 12.00PM)**



G014 2 **SOLAR WINTER SOLSTICE (DECEMBER AT 4.00PM)**

NOTES

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06	03/02/2023	CITY OF CYPRESS (ENTITLEMENT)

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W www.kapstudios.com Los Angeles, CA 90036

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE:	
STATUS:	SCHEMATIC DESIGN
DATE:	03.03.2023

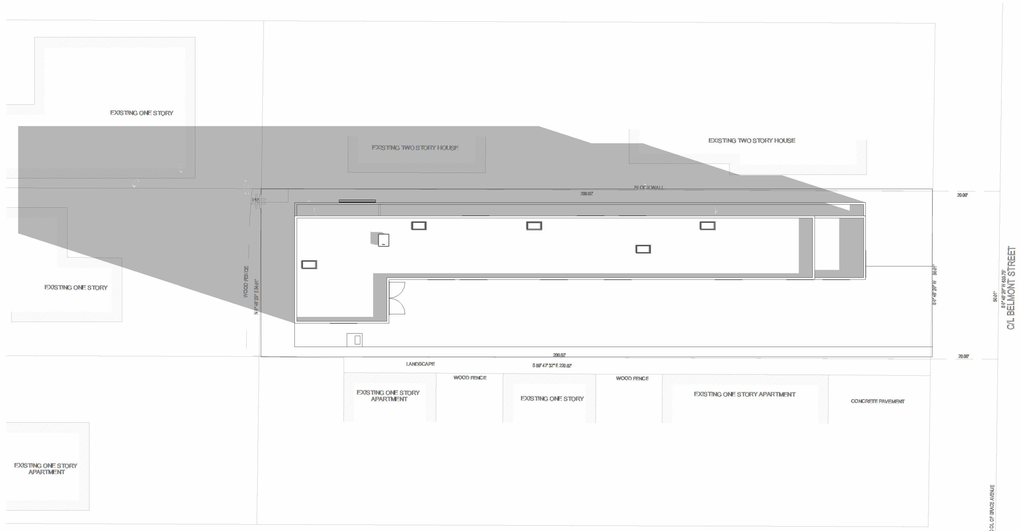
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PROJECT NAME: 8561 BELMONT ST

DRAWING NO: G014/

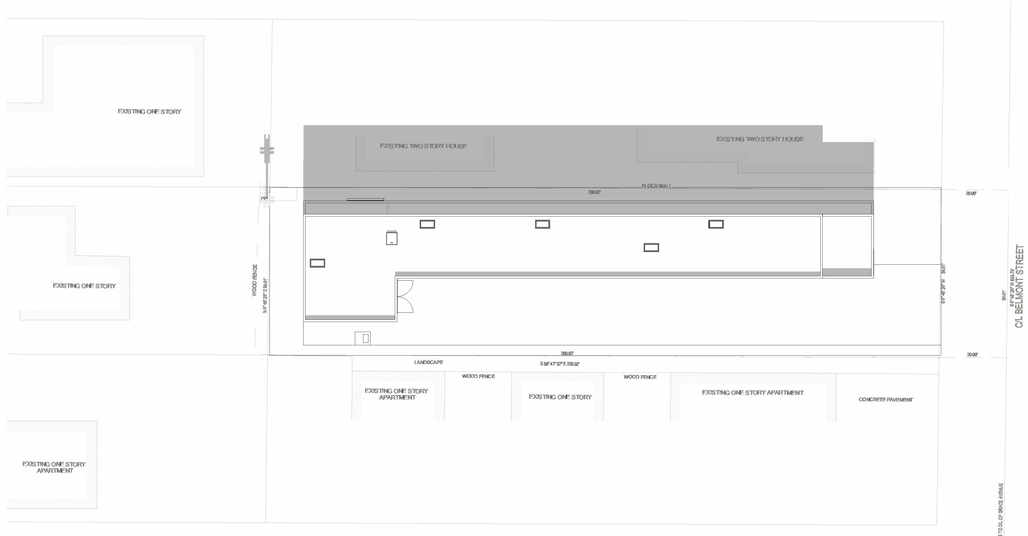
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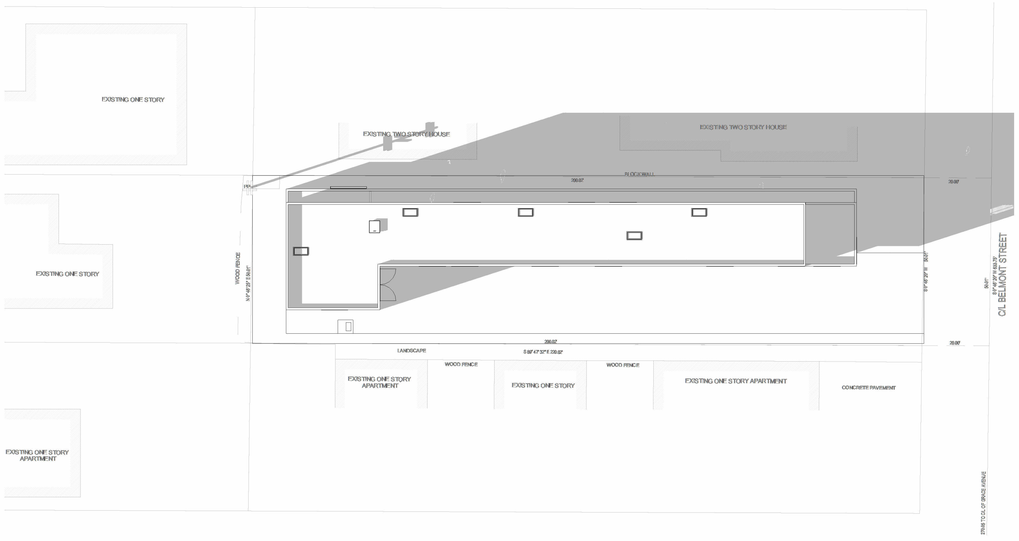
G015
1

SOLAR SPRING EQUINOX (MARCH AT 8.00AM)



G015
3

SOLAR SPRING EQUINOX (MARCH AT 12.00PM)



G015
2

SOLAR SPRING EQUINOX (MARCH AT 4.00PM)

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JOB NO:	22011
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SCALE	
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

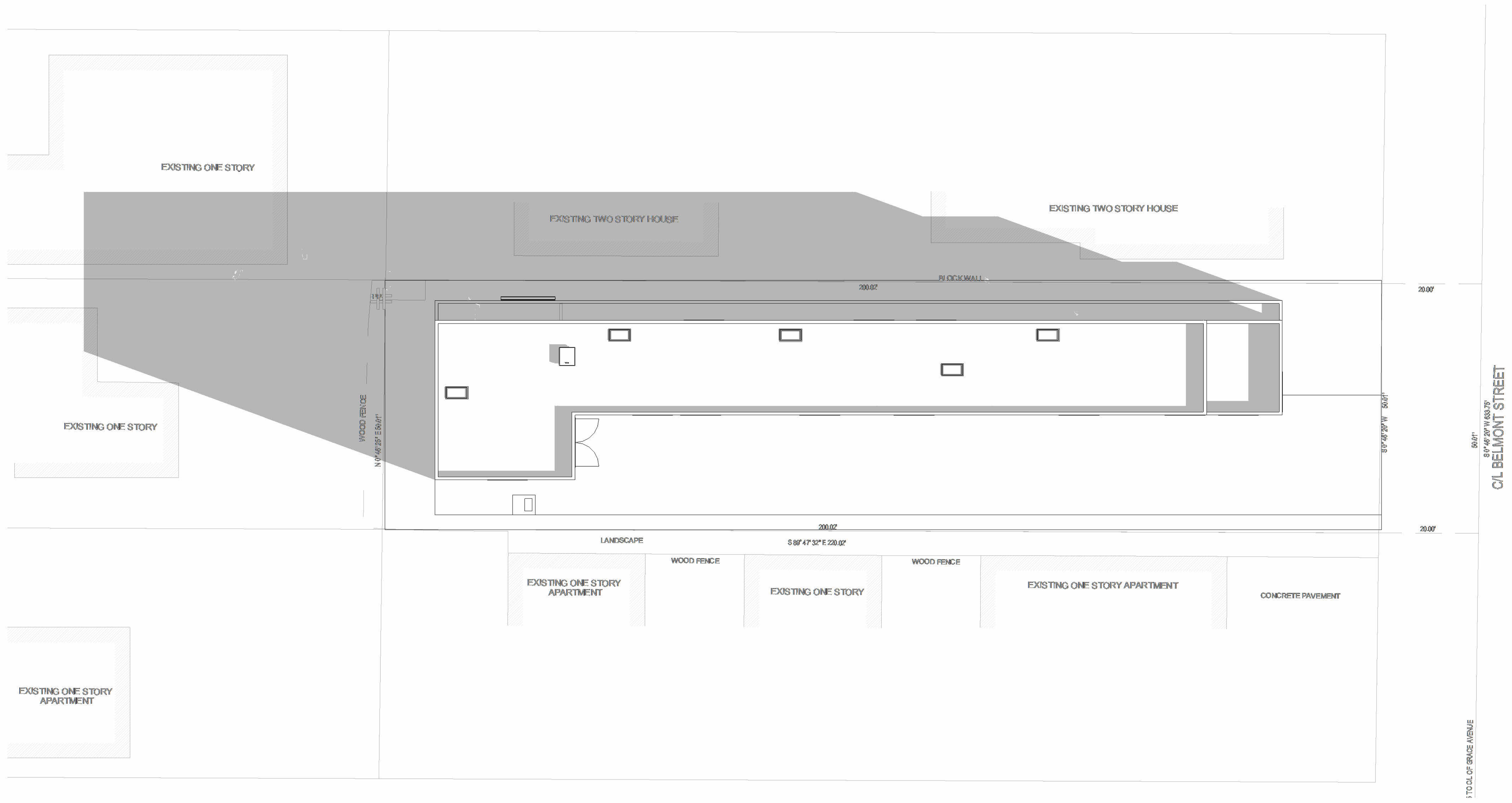
DRAWING NAME: SOLAR SPRING EQUINOX SITE ANALYSIS

PROJECT NAME: 8561 BELMONT ST

DRAWING NO: G015/

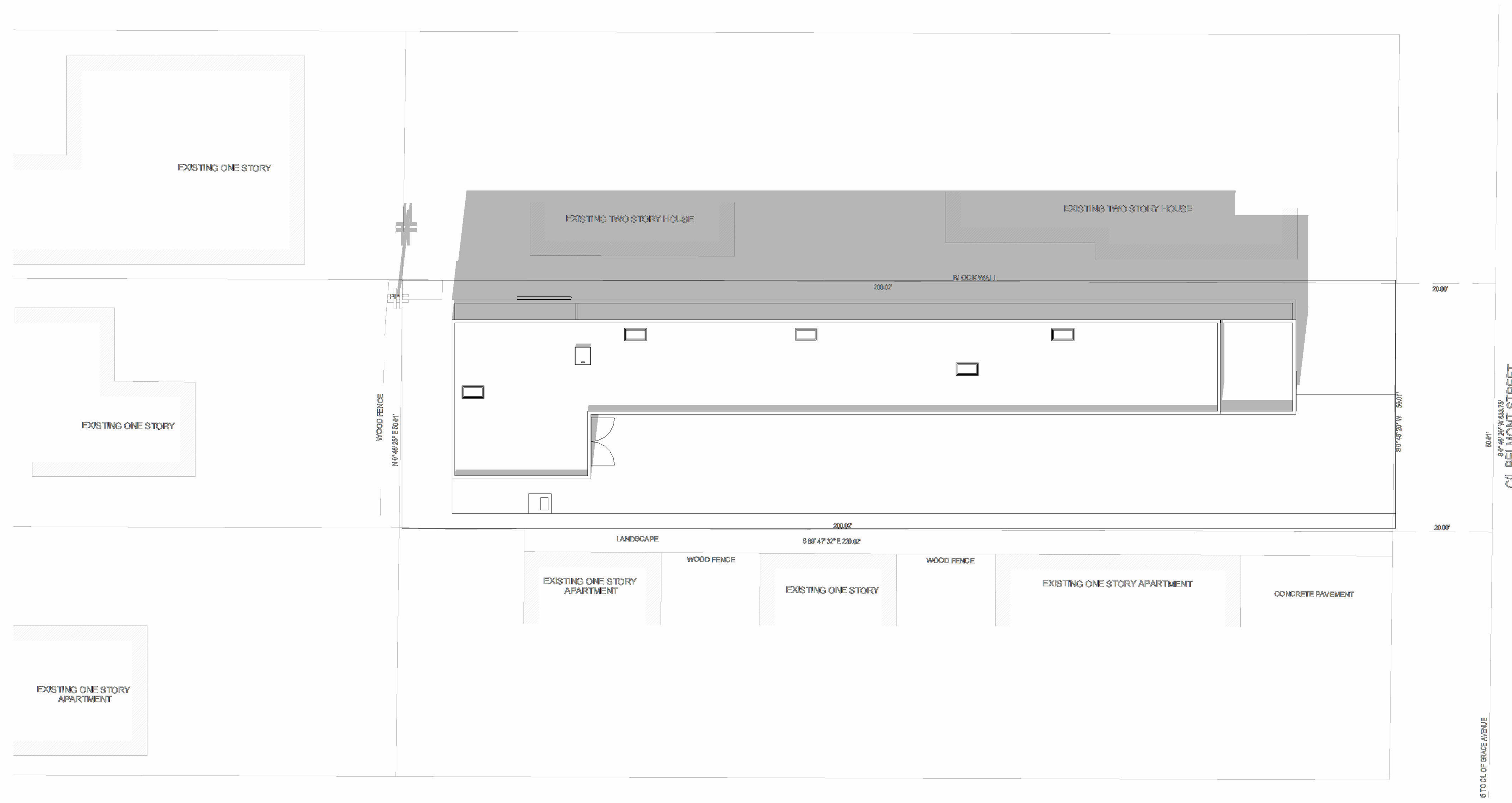
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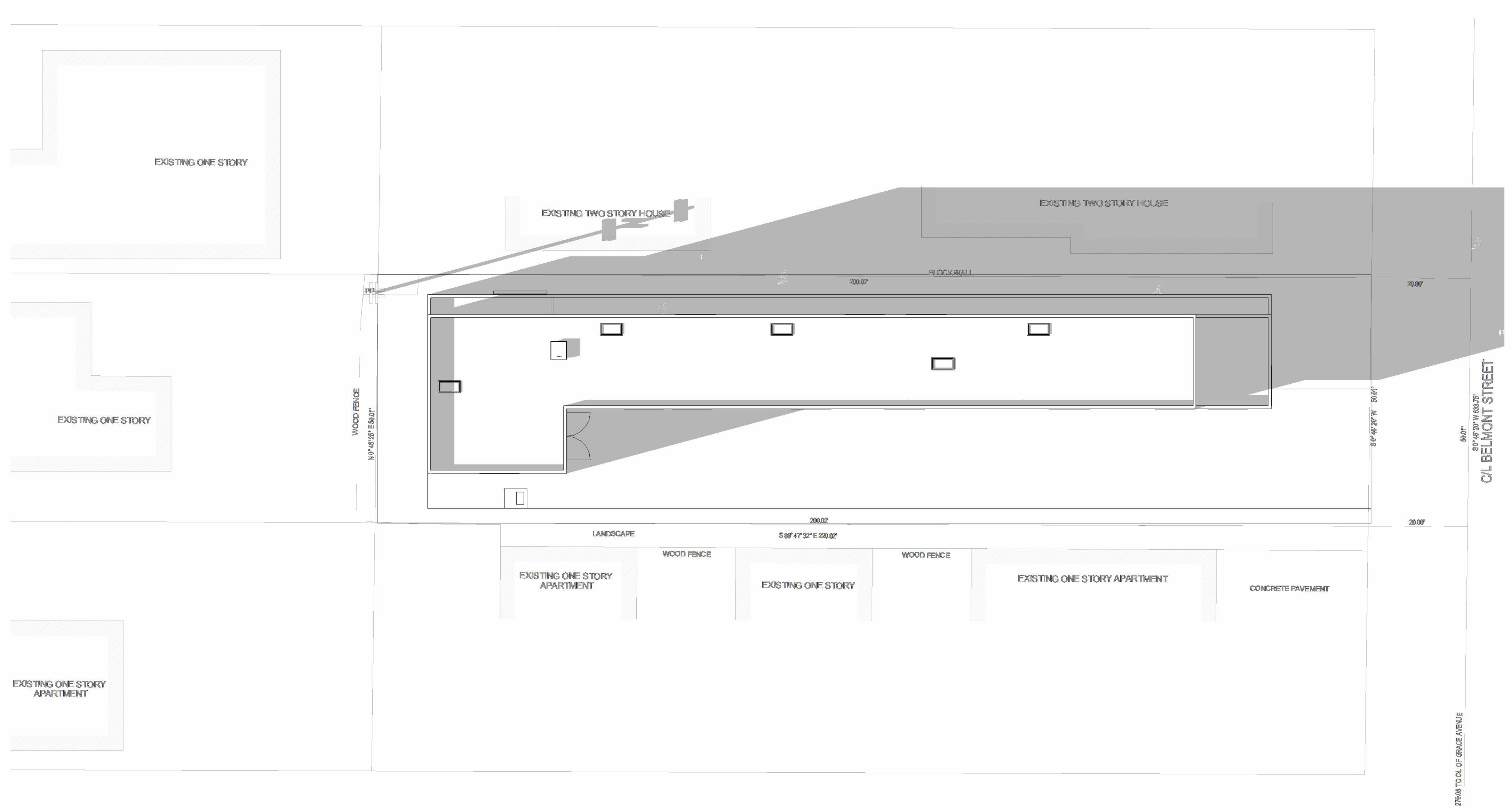
G016
1

SOLAR FALL EQUINOX (AUGUST AT 8.00AM)



G016
3

SOLAR FALL EQUINOX (AUGUST AT 12.00PM)



G016
2

SOLAR FALL EQUINOX (AUGUST AT 4.00PM)

ORIGINAL SHEET SIZE 24" x 36"

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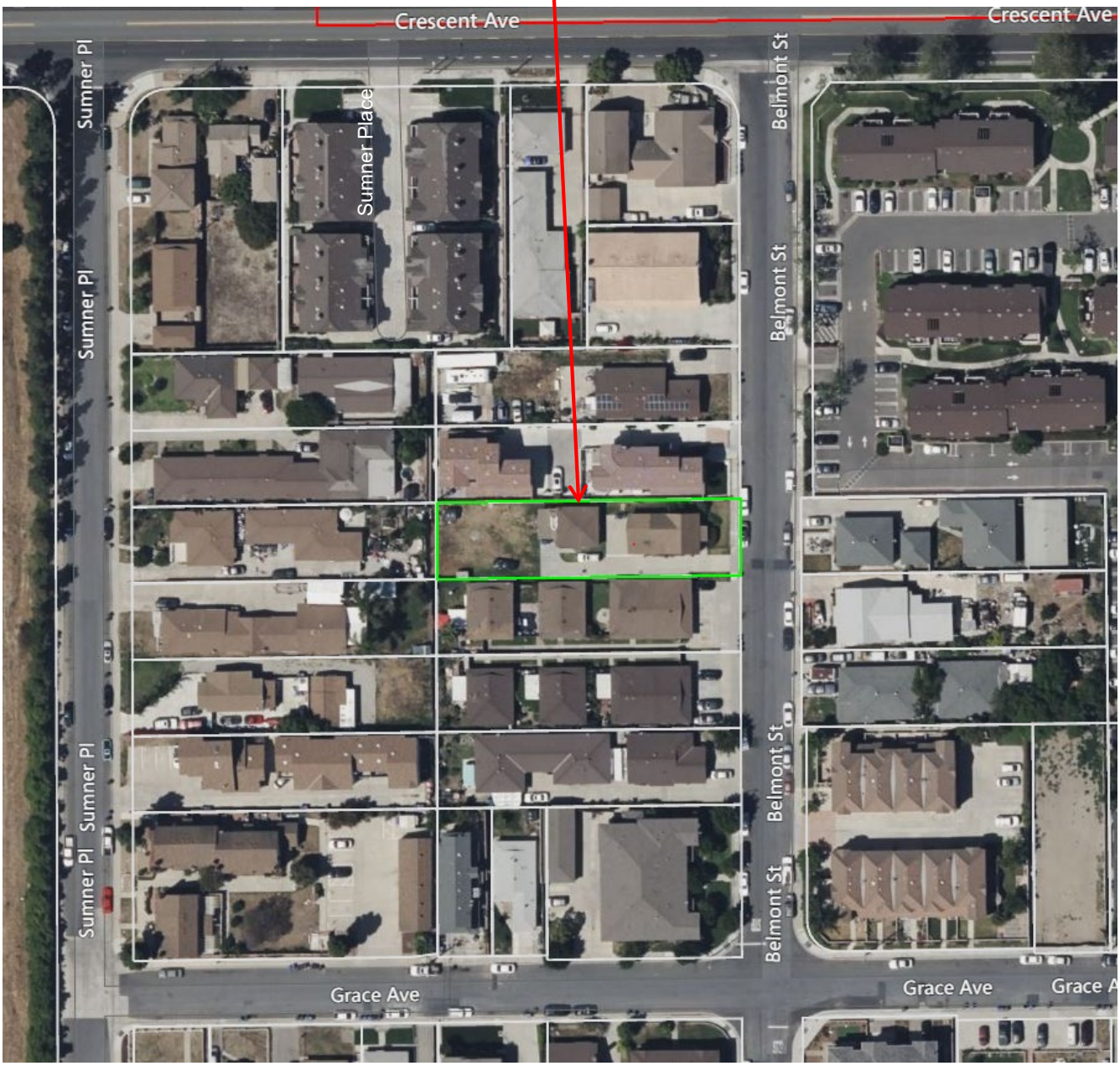
CLIENT

JOB NO:	22011
BLDG DEPT. NO.	
SCALE:	
STATUS:	SCHEMATIC DESIGN
DATE:	03.03.2023

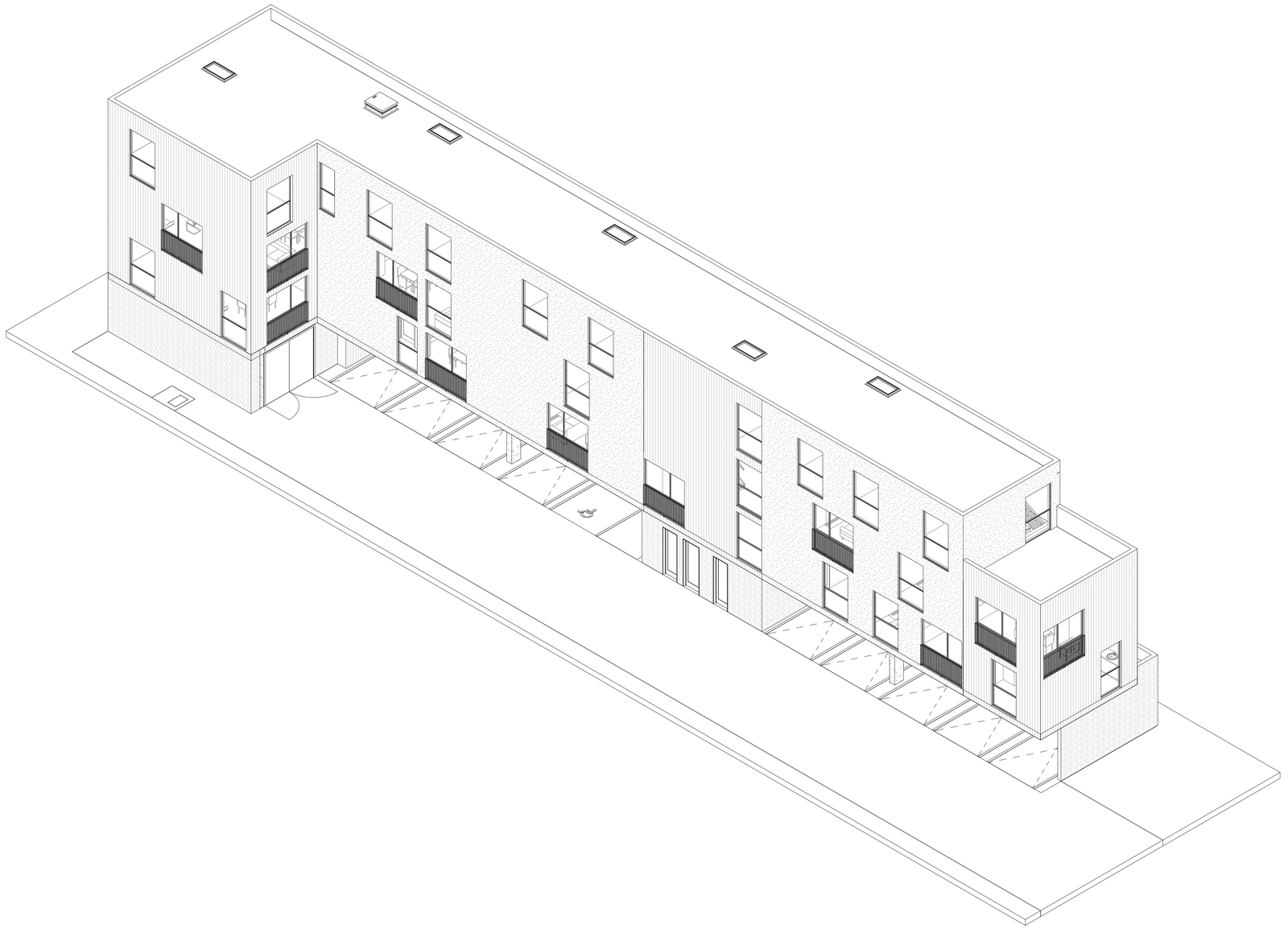
DRAWING NAME:	SOLAR FALL EQUINOX SITE ANALYSIS
PROJECT NAME:	8561 BELMONT ST
DRAWING NO:	G016/

Conditional Use Permit No. 2023-02

PROJECT SITE
8561 Belmont Street



VICINITY MAP



8561 BELMONT ST
SCHEMATIC DESIGN
03.03.2023

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ORIGINAL SHEET SIZE 24" x 24"

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ABREVIATIONS

A	
ADJ	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
ANCH	ANCHOR
ANOD	ANODIZED
ACP	ACOUSTICAL CEILING PANEL
APPD	APPROVED
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
AV	AUDIO VISUAL
B	
BD	BOARD
BLDG	BUILDING
BOH	BACK OF HOUSE
BOT	BOTTOM
BSMT	BASEMENT
C	
CAB	CABINET
CG	CORNER GUARD
CH	CHILLER
CIP	CASTINPLACE
CJ	CONTROL JOINT /...
CL	CENTER LINE
CLG	CEILING
CLR	CLEAR
CONC	CONCRETE
CONT	CONTINUOUS
COORD	COORDINATE
CORR	CORRIDOR
CT	CERAMIC TILE
CW	COLD WATER (PIPING)
D	
DEG	DEGREE
DEMO	DEMOLITION
DEPT	DEPARTMENT
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DN	DOWN
DR	DOOR
DW	DISHWASHER
DWG	DRAWING
E	
(E)	EXISTING
E	EAST
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
EXT	EXTERIOR
F	
FA	FIRE ALARM
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF&E	FURNITURE, FINISHES...
FO	FACE OF
FP	FIRE PROTECTION
FT	FEET
FRT	FIRE RETARDANT TREATED
G	
GA	GAUGE / GAGE
GALV	GALVANIZED
GC	GENERAL CONTRACT(OR)
GL	GLASS
GWB	GYPSUM WALLBOARD
H	
HB	HOSE BIB
HM	HOLLOW METAL...
HO	HOLDOPEN
HORIZ	HORIZONTAL
HVAC	HEATING, VENTILATION,...
HW	HOT WATER
I	
IN	INCH
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
INV	INVERT
L	
LAV	LAVATORY
LB	POUND
LF	LINEAR FOOT
LT	LIGHT

M	
MAX	MAXIMUM
MDF	MEDIUM DENSITY FIBERBOARD
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MECH	MECHANICAL
MANUF	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MTD	MOUNTED
MTL	METAL
N	
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OC	ON CENTER
OH	OVER HEAD
OPH	OPPOSITE HAND
OPP	OPPOSITE
OPPHD	OPPOSITE HAND
ORD	OVERFLOW ROOF DRAIN
P	
P	PAINT
PL	PLATE
PNL	PANEL
POL	POLISHED
PSF	POUNDS PER SQUARE FOOT
PT	POINT / PRESSURETREATED
PTD	PAPER TOWEL DISPENSER / PAINTED

TEAM

OWNER

8561 BELMONT , LLC
8561 BELMONT ST.,
CYPRESS. CA 90630
PHONE 562-756-1109
EMAIL: PATRICKLABIB@GMAIL.COM
CONTACT PATRICK LABIB
:

ARCHITECT

KAP STUDIOS
5150 WILSHIRE BOULEVARD, STE 404
LOS ANGELES, CA 90036
PHONE 323.879.9861
EMAIL: MICHAELKATSIBAS@KAPSTUDIOS.COM
CONTACT MICHAEL KATSIBAS
:

CIVIL

JOY CIVIL ENGINEERING, INC.
9681 GARDEN GROVE BL. SUITE 205
GARDEN GROVE, CA 92844
PHONE 714-323-5795
EMAIL: CONTACT@JOYENGINEERING.COM
CONTACT JIN KIM
:

LANDSCAPE ARCHITECTURE

CANYON PARK STUDIO
910 DOGWOOD STREET
COSTA MESA, CA 92627
PHONE 949-612-5191
EMAIL: PAUL@CANYONPARKSTUDIO.COM
CONTACT PAUL MAKSY
:

STRUCTURAL

LABIB FUNK & ASSOCIATES
319 MAIN ST.
EL SEGUNDO, CA 90245
PHONE 213-239-9700
EMAIL: JOHN@LABIBFUNK.COM
CONTACT JOHN LABIB
:

MEP

HARITON ENGINEERING, INC.
456 E. ORANGE GROVE BLVD. SUITE 301
PASADENA, CA 91104
PHONE 626-449-4223
EMAIL: INFO@HARITONENG.COM
CONTACT CELESTIN HARITON
:

PROJECT INFORMATION

PROJECT ADDRESS	8561 BELMONT ST CYPRESS, CA		
EXISTING ELEMENTS	EXISTING 2 UNITS		
PROJECT DESCRIPTION	NEW CONSTRUCTION OF 8-UNIT APARTMENT BUILDING. OVERALL BUILDING HEIGHT: 39.5 FEET FLOOR AREA LEVEL 1: 516 SF FLOOR AREA LEVEL 2: 2,899 SF FLOOR AREA LEVEL 3: 2,899 SF FLOOR AREA LEVEL 4: 2,839 SF TOTAL RESIDENTIAL FLOOR AREA: 9,182 SF		
PARCEL ID NO.	262-311-09		
ASSESSOR'S PARCEL	LOT	NUMBER	AREA
	8561 BELMONT ST	11/A	10,005 SQFT
LEGAL DESCRIPTION	DOC. REF. NO.	BLOCK	TRACT
	201100158311	NONE	TR 489
MAP REF. NO. OR TAG	N-TR 489 A LOT 11		

BUILDING CODE ANALYSIS

BUILDING OCC. SUMMARY	R 2
TYPE OF CONSTRUCTION	VB
FIRE PROTECTION	NFPA 13R SPRINKLER SYSTEM
MAX HEIGHT, STORIES, & AREA (CHAPTER 5)	STORIES: 4 BUILDING CODE FLOOR AREA: 13,958.17 SF
APPLICABLE CODES	
NFPA 13R SPRINKLER SYSTEMS AS PER SEC 503.1.1, THE DIMENSION OF THE 150' FIRE APPARATIS ACCESS POND MAY BE INCREASED IF THE BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM AND DOES NOT HAVE MORE THAN 2 GROUP R-2 ON GROUP OCCUPANCIES.	
GENERAL NOTES	

ZONING INFORMATION

ZONING SUMMARY	RM 20-FA
LAND USE	RESIDENTIAL MULTIPLE FAMILY ZONE/FARM ANIMAL OVERLAY ZONE
LOT AREA	10,005 SF
DENSITY RATIO PER ZONING	20 UNITS / ACRE
BASE DENSITY	4.59, ROUNDED UP TO 5 USING STATE DENSITY BONUS LAW
DENSITY WITH 50% INCREASE WITH STATE DENSITY BONUS LAW	7.5, ROUNDED UP TO 8
BASE DENSITY	4.59, ROUNDED UP TO 5 USING STATE DENSITY BONUS LAW. 15% OF THE UNITS HAVE TO BE VERY LOW INCOME TO QUALIFY FOR THIS
LOT COVERAGE	
BUILDING FOOTPRINT	4,263 SF
LOT AREA	10,005 SF
LOT COVERAGE (BUILDING FOOTPRINT / LOT AREA)	4,263 SF / 10,005 SF = 43% < 45%

UNIT TYPES AND AMOUNT

PROPOSED	1 X 1 STUDIO 3 X 1 BEDROOMS 4 X 3 BEDROOMS TOTAL = 8 UNITS AFFORDABLE UNITS = 15% OF 8, WHICH IS 1.2 ROUND UP TO 2 UNITS
PARKING RATIO AS PER STATE DENSITY BONUS, INCLUSIVE OF GUEST PARKING	STUDIO - 1 BEDROOM: 1 PARKING SPACE 2 - 3BEDROOM UNIT: 1.5 PARKING SPACES 1 X 1 STUDIO & 3 X 1 BEDROOMS = 4 PARKING SPACES 4 X 3 BEDROOMS = 6 PARKING SPACES TOTAL = 10 PARKING SPACES
INCENTIVES	15% OF 8 UNITS QUALIFIES THE PROJECT FOR 3 INCENTIVES UNDER THE STATE DENSITY BONUS LAW
REQUESTED INCENTIVES	REDUCED SIDE YARD ON FIRST FLOOR DOWN TO 4' INCREASED LOT COVERAGE ADDITIONAL FLOOR, WITH ANY EXTRA FLOORS SET BACK 15' FROM FRONT FACADE REDUCTION TO REQUIRED LANDSCAPED AREA

UNIT AREA

GROSS	10,662 SF
UNIT 1	600 SF
UNIT 2	600 SF
UNIT 3	450 SF
UNIT 4	743 SF
UNIT 5	1,177 SF
UNIT 6	1,265 SF
UNIT 7	1,320 SF
UNIT 8	1,478 SF
LANDSCAPE	1,360 SF

REQUESTED INCENTIVES

1. REDUCTION IN REQUIRED OPEN SPACE AREA (ZONING CODE SECTION 2.05.040)
2. REDUCTION IN LANDSCAPE OPEN AREA (ZONING CODE 2.05.040)
3. PROVISION OF PARKING IN TUCK UNDER CARPORT RATHER THAN IN AN ENCLOSED GARAGE (ZONING CODE SECTION 2.05.050)

REQUESTED WAIVERS

1. REDUCTION OF NORTH SIDEYARD SETBACK FROM 10' - 0" TO 4' - 0" (ZONING CODE SECTION 2.05.040)
2. INCREASE IN MAXIMUM HEIGHT FROM 35' - 0" TO 39' - 6" (ZONING CODE SECTION 2.05.40)

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SEAL

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1	12/09/2022	CITY OF CYPRESS REVIEW
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4	02/02/2023	CITY OF CYPRESS REVIEW
5	02/15/2023	CITY OF CYPRESS REVIEW
7	03/03/2023	CITY OF CYPRESS (ENTITLEMENT)

REV	DATE	DESCRIPTION

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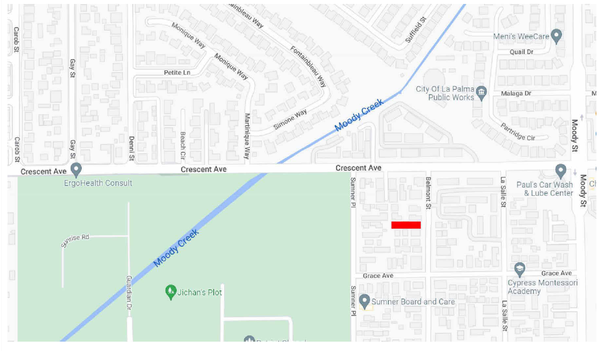
JOB NO:	22011
BLDG DEPT. NO.	
SCALE	1/4" = 1'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

DRAWING NAME: **PROJECT INFORMATION**

PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **G001/**

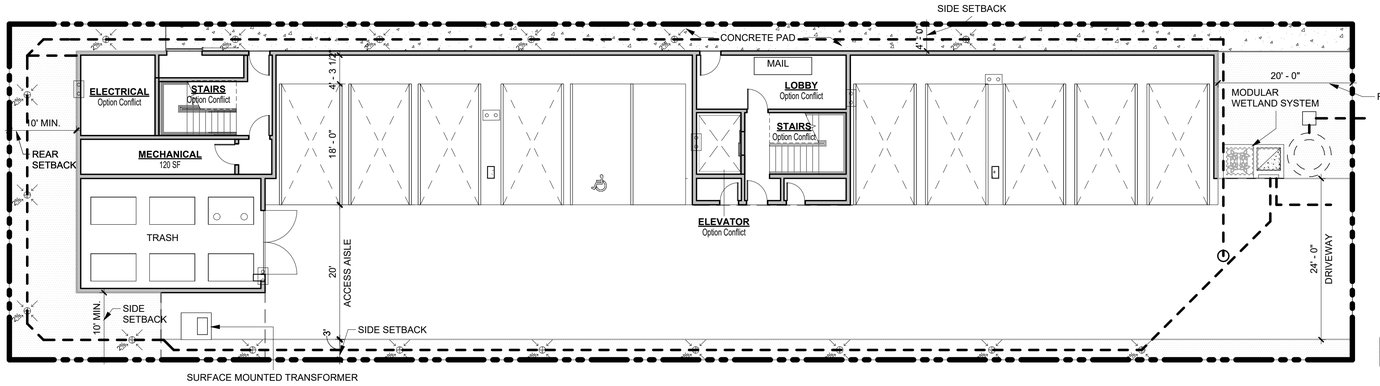
VICINITY MAP



8561 BELMONT ST, CYPRESS CA 90630

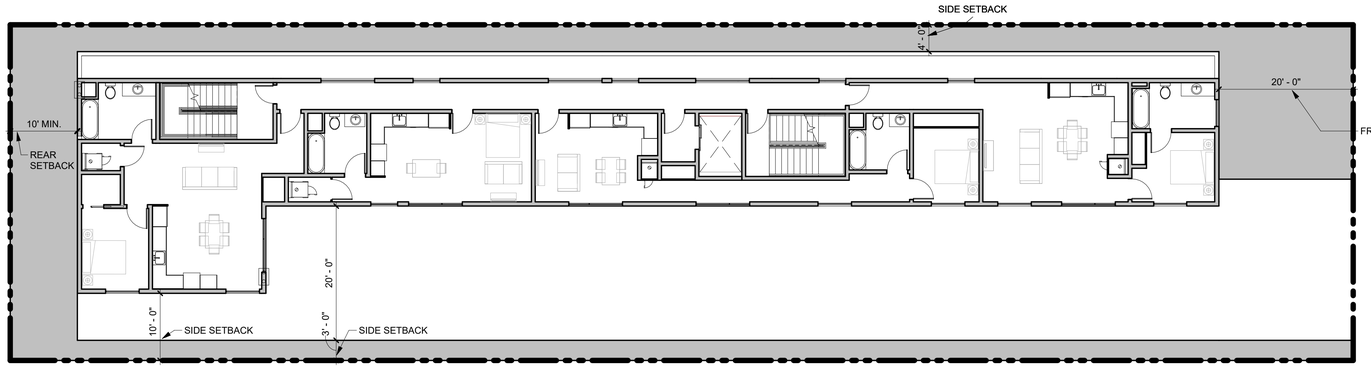
AERIAL RENDER





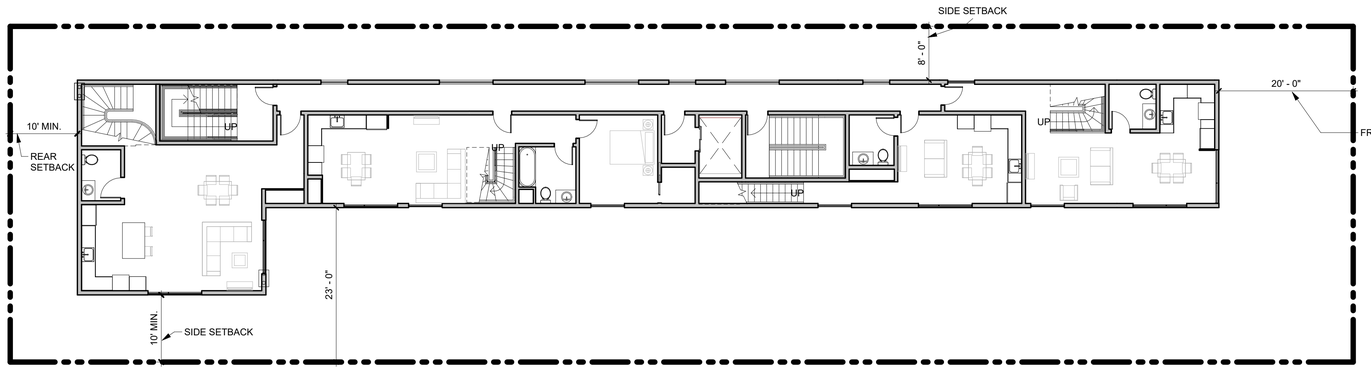
A101 / 1 **OVERALL PLAN - FIRST FLOOR**

3/32" = 1'-0"



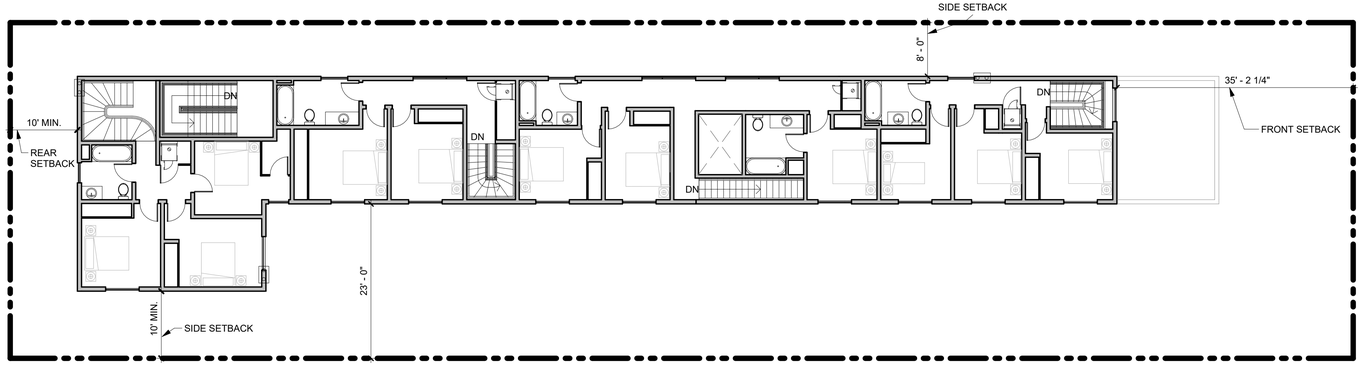
A101 / 2 **OVERALL PLAN - SECOND FLOOR**

3/32" = 1'-0"



A101 / 3 **OVERALL PLAN - THIRD FLOOR**

3/32" = 1'-0"



A101 / 4 **OVERALL PLAN - FOURTH FLOOR**

3/32" = 1'-0"

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	3/32" = 1'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

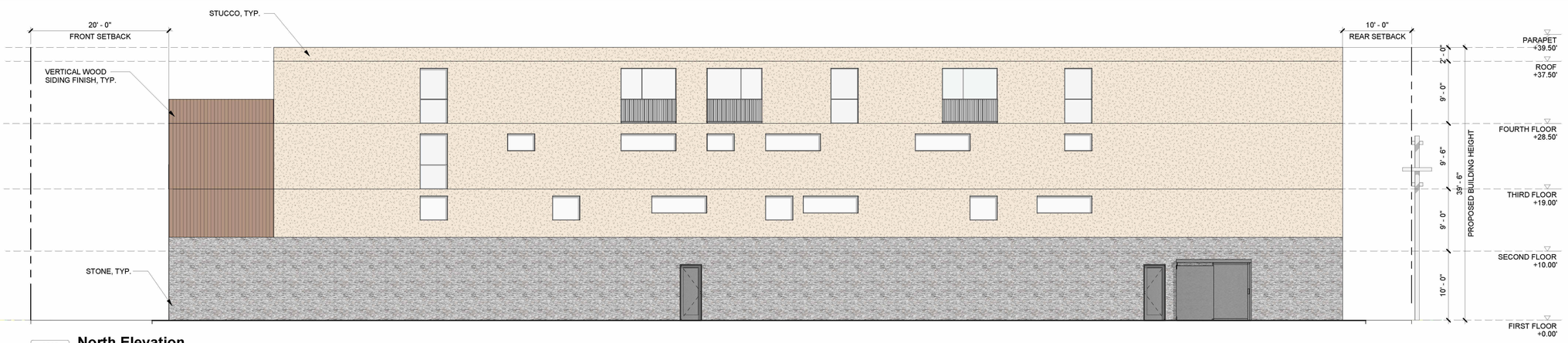
DRAWING NAME: **(LEVEL) OVERALL FLOOR PLAN**

PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **A101/**

ORIGINAL SHEET SIZE 24" x 36"

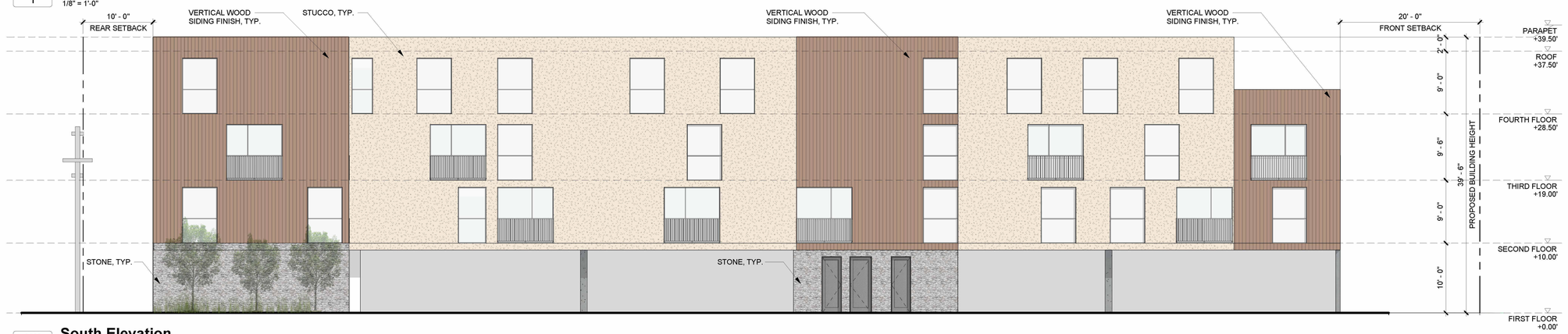
3/8/2023 4:52:45 PM



A202
1

North Elevation

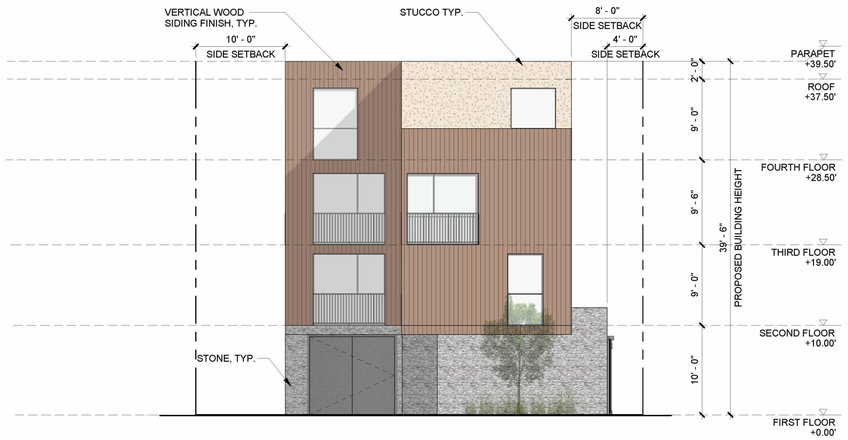
1/8" = 1'-0"



A202
2

South Elevation

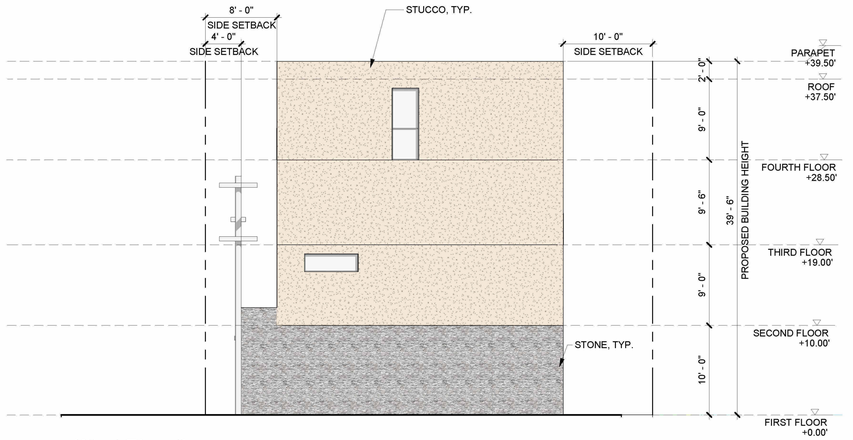
1/8" = 1'-0"



A202
3

East Elevation

1/8" = 1'-0"



A202
4

West Elevation

1/8" = 1'-0"



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JOB NO:	22011
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SCALE	-
STATUS	SCHEMATIC DESIGN
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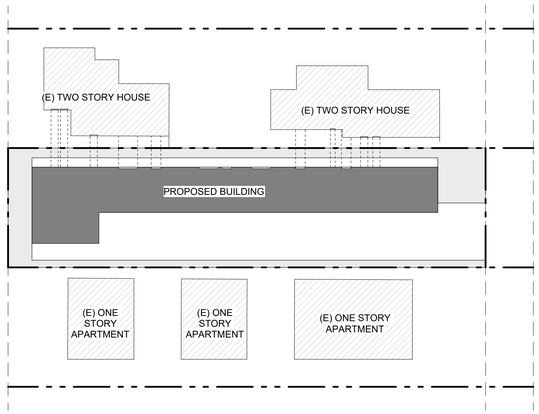
DRAWING NAME: **BUILDING ELEVATIONS COLOR**

PROJECT NAME: **8561 BELMONT ST**

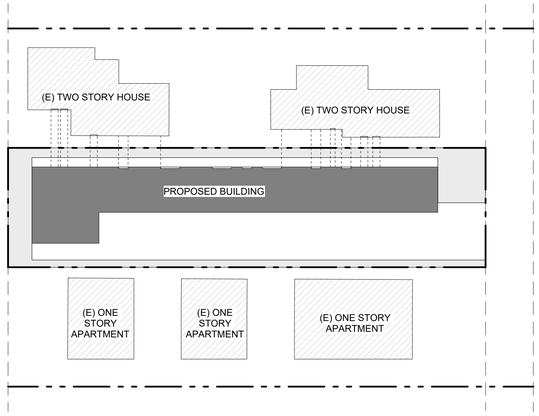
DRAWING NO: **A202/**

ORIGINAL SHEET SIZE 24" x 36"

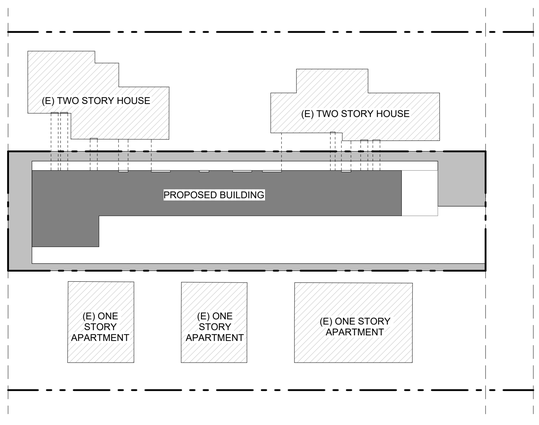
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SECOND FLOOR



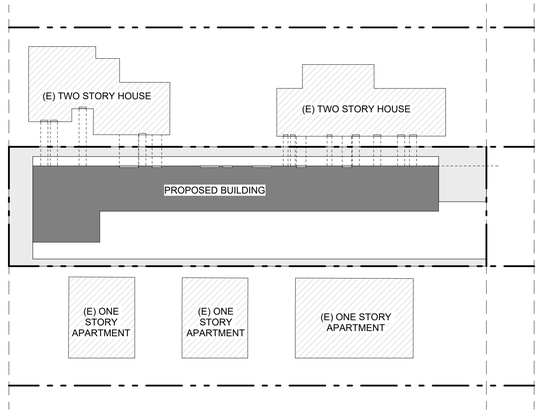
THIRD FLOOR



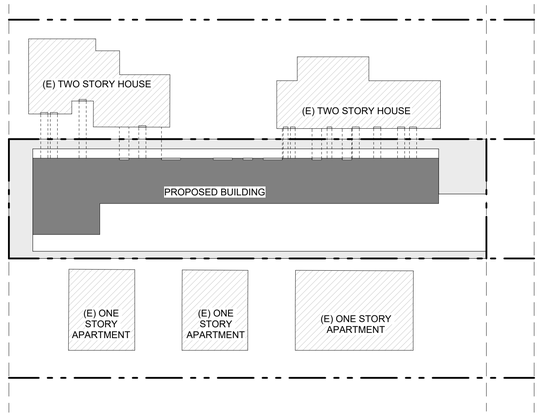
FOURTH FLOOR

G011 2 NEIGHBOURHOOD STUDIES - WINDOW ALIGNMENT GROUND LEVEL

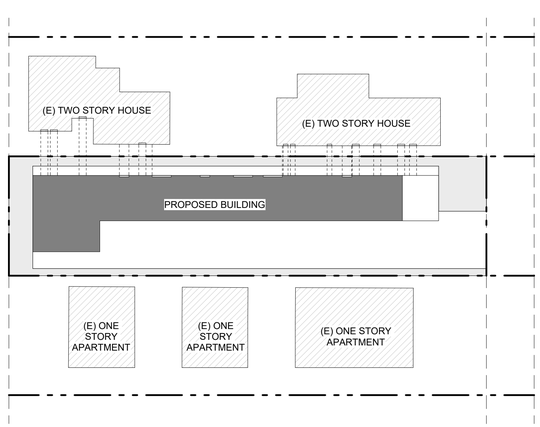
1" = 30'-0"



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

G011 1 NEIGHBOURHOOD STUDIES - WINDOW ALIGNMENT SECOND LEVEL

1" = 30'-0"

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	1" = 30'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023
DRAWING NAME:	**WINDOW ALIGNMENT**
PROJECT NAME:	**8561 BELMONT ST**
DRAWING NO:	**G011/**

ORIGINAL SHEET SIZE 24" x 36"

3/8/2023 4:53:03 PM



EXTERIOR VIEW - NORTH - FRONT YARD

NOTES

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE -	
STATUS	SCHEMATIC DESIGN
DATE -	03.03.2023
DRAWING NAME:	**EXTERIOR RENDER - NEW**
PROJECT NAME:	**8561 BELMONT ST**
DRAWING NO:	**A01/**

ORIGINAL SHEET SIZE 24" x 36"

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EXTERIOR VIEW - NORTH - FRONTYARD

NOTES

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

DRAWING NAME: **EXTERIOR RENDER - NEW**

PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **A02/**

ORIGINAL SHEET SIZE 24" x 36"

3/8/2023 4:53:05 PM



EXTERIOR VIEW - SOUTH - FRONT YARD

ORIGINAL SHEET SIZE 24" x 36"

3/8/2023 4:53:05 PM

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

DRAWING NAME: EXTERIOR RENDER - NEW

PROJECT NAME: 8561 BELMONT ST

DRAWING NO: A03/

NOTICE OF EXEMPTION

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

TO: __X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Project Title Conditional Use Permit No. 2023-02		
Project Location - Specific 8561 Belmont Street		
Project Location - City Cypress		**Project Location - County** Orange
Description of Nature, Purpose, and Beneficiaries of Project A request to demolish two existing dwelling units and construct an eight-unit apartment building on a 10,000 square-foot property, owned and operated by Mr. Patrick Labib.		
Name of Public Agency Approving Project City of Cypress		
Name of Person or Agency Carrying Out Project (Applicant's Name and Address) Mr. Patrick Labib of 8561 Belmont, LLC, 8561 Belmont Street, Cypress, CA 90630		

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__X__ Categorical Exemption, Class 32 (Sec. 15332(a-e))		

Reasons why project is exempt: The project consists of in-fill development on a site that: (a) is consistent with the general plan and zoning designations, (b) is less than five acres in size within an urbanized area, (c) has no habitat for endangered species, (d) does not result in significant effects relating to traffic, noise, air quality, or water quality, and (e) is adequately served by all required utilities and public services.		
Lead Agency Contact Person Alicia Velasco, Planning Director	**Area Code** (714)	**Telephone Number** 229-6720

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes __X__ No _____

_____ Alicia Velasco

Signature Date Planning Director

☒ Signed by Lead Agency

PL-5 Rev. 2011

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alisha Farnell, City Clerk

DATE: 04/24/2023

SUBJECT: **Receive and File Public Comments Submitted for the April 24, 2023 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Submitted Public Comment

From:	Brittney Cook
To:	City Clerk
Cc:	Anne Hertz-Mallari; Scott Minikus; Bonnie Peat; Frances Marquez; David Burke
Subject:	Public Comments for tonight"s meeting 4/24/23
Date:	Monday, April 24, 2023 1:34:20 PM

Good afternoon council and Alisha,

I would like this email attached to the agenda as my public comments in regard to tonight's agenda, please.

While I understand the need to keep things orderly and to reduce the time taken to explain and execute the current policy for council members adding items to the agenda, I do not think the proposed policy (item 17 on the agenda) is the answer to our problems.

Specifically, limiting our elected officials in regard to the amount of times they can ask for something to be agendized per calendar year seems unnecessarily restrictive. The goal should be to continue working toward collaboration with the city manager and the city council and not to cut each other off at the knees.

If I call any one of the council members with an issue, a concern or a suggestion and they deem it important enough to bring it up for additional discussion at a meeting, I don't want that council member to have to choose between my issue and another major concern or idea. Limiting our council to only four items per year will create a situation where council members may have to pick and choose what they bring up to be agendized at the expense of our city and community. Forcing an elected official to choose between their concerns and a resident's concerns, or worse, forcing a council member to not bring up an urgent matter due to fear of running out of their allotted number of items that year.

Again, I want to reiterate that I understand why this proposed policy was presented, and I agree that some changes likely need to be made to make the current policy run smoother, but this particular change is, in my opinion, far too restrictive. I would much rather see you find a way to address those specific issues that doesn't involve a blanket policy that limits the amount of times a council member can request something be agendized for discussion or action. We elected all of you to do just that.

Thank you for your time,
Brittney Cook

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Alisha Farnell, City Clerk

DATE: 04/24/2023

SUBJECT: **Approve Minutes - Meeting of March 28, 2023**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

March 28, 2023 Special Meeting Minutes

SPECIAL MEETING
CYPRESS CITY COUNCIL
MARCH 28, 2023
9:00 A.M.

A special meeting of the Cypress City Council was called to order at 9:02 a.m. by Mayor Hertz-Mallari at the Community Center, 5700 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 Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez – left at 11:10 a.m.; returned at 12:33 p.m.
Council Member Bonnie 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

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

Stephanie Barragan, Cypress, expressed concerns regarding police activity.

CONSENT CALENDAR

Item No. 1: Receive Public Comments Submitted for the March 28, 2023 Special City Council Meeting

The City Clerk reported that no public comments were submitted.

No action was taken.

WORKSHOP SESSION

Strategic Planning Session

The facilitator, Knight Leadership Solutions, led the City Council and staff in its strategic planning session.

Mayor Hertz-Mallari recessed the meeting for lunch at 11:57 a.m.

Mayor Hertz-Mallari reconvened the meeting at 12:33 p.m.

The City Council resumed its strategic planning session.

No action was taken.

ADJOURNMENT

Mayor Hertz-Mallari adjourned the meeting at 2:26 p.m. to an adjourned Regular Meeting, to be held on Monday, April 10, 2023, 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 **5.**

FROM: Mark Lauderback, Chief of Police

DATE: 04/24/2023

SUBJECT: **Accept a Donation of Police Badges from the Cypress Police Foundation**

RECOMMENDATION

Accept a donation of 121 Police badges valued at $10,748 from the Cypress Police Foundation.

SUMMARY

The Cypress Police Foundation is a 501(c)(3) support organization consisting of business leaders and members of the community who share a common interest in providing resources to the Cypress Police Department. The Foundation works with the Police Department to identify needs, purchases the identified items and donates them to the City to enhance the effectiveness of police services within our community.

DISCUSSION

The Cypress Police Foundation recently approved the donation of new badges for Police department personnel. The Police department uses uniforms, patches, and badges not only as a way to build the identity of the agency, but to also quickly distinguish between officers from different law enforcement agencies. The donation of 121 police badges will update and outfit all uniformed police personnel, and provide surplus badges for promotions, repair of damaged badges, replacement of lost badges, and to be worn when existing badges are being refreshed.

The current Police badges, acquired in August 2000, are silver and gold and includes the State of California seal with the Cypress Police memorial in the background. The current color scheme does not match the department's new silver and blue patches, business cards, vehicles or the color scheme of the newly remodeled police facility. While the overall design of the badge will remain unchanged, the new badge coloration will be a solid pewter tone with dark blue lettering. The new badges will be the final addition to the department's new and modern appearance.

The Foundation will pay $10,748 for the full cost of the replacement badges.

BUDGET IMPACT

There are no ongoing operating or maintenance costs associated with the donation of the new badges.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/24/2023

SUBJECT: **Accept the Shade Structure Replacement at Manzanita Park, Project 333**

RECOMMENDATION

1. Accept the Shade Structure Replacement at Manzanita Park, Project 333, in the amount of $59,940.61 and approve the final payment of $59,940.61 to R.E. Schultz Construction, Inc.; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

City Council awarded a contract to R.E. Schultz Construction, Inc., in September 2022, to install shade sails at Manzanita Park. The project replaced the existing wooden shade structure with a new 20' by 20' fabric shade shelter. Work began in February and was completed in March.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

BUDGET IMPACT

The original estimated cost of construction was $64,650, final project costs total $59,940.61, and sufficient amounts are included in the Recreation and Park District's General Fund budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Manzanita Park Shade Structure Replacement
Project 333

Item Description	Original Amount	Actual Expenditures	Difference
Construction			
Construction	$ 55,650.00	$ 55,650.00	$ -
Construction Contingency	$ 9,000.00	$ 4,290.61*	$ 4,709.39
Sub-total Construction	$ 64,650.00	$ 59,940.61	$ 4,709.39
Total Project	**$ 64,650.00**	**$ 59,940.61**	**$ 4,709.39**

* Includes a change order for unforseen site conditions and dewatering activities.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/24/2023

SUBJECT: **Approve Purchase of a Cloud-Based Phone System and Services**

RECOMMENDATION

1. Approve the purchase of a cloud-based telephone system from Ring Central Inc. for $62,405.46; and

2. Award a five-year agreement for phone system service to Ring Central Inc., for annual telephone service, system hosting, maintenance, and support.

DISCUSSION

The replacement of the phone system is included in the Five-Year Technology Master Plan and FY 2022-23 Budget. The system is an integral part of City operations and facilitates calls from the public and interoffice calls at every city facility. In addition to handling calls and voicemail boxes, the phone system provides the automated voice attendants which direct calls and provide valuable information to the public, including department information and staff directories.

The current system is approaching 25 years old and was last refreshed in December 2015, but is now considered end of life by the manufacturer. It has become outdated as it does not leverage modern computer network technologies and it is dependent on traditional telephone company service and wiring, which has contributed to multiple system failures over the last few years. The system is also complicated to administer and requires a significant amount of time for staff to maintain and perform line/extension moves, adds, and changes.

The Information Technology Division researched replacement options with the goal of enhancing reliability and resiliency by implementing a modern cloud-based system that utilizes the computer network and is not reliant on the outdated telephone network. Finding a solution that was easier to administer and minimize staff resources was also a priority. Information Technology published a request for proposals (RFP) with these goals as requirements for the new system. Responses were received from twenty-nine vendors and three respondents were identified as leaders in the market. These three vendors were interviewed and rated by a team of representatives from each City department to assess system functionality, intuitiveness and cost. Based on these assessments, it is recommended RingCentral be selected to provide a cloud-based telephone system for the City.

In addition to the initial one-time purchase of the phone handset hardware and implementation services, an ongoing subscription-based service agreement with RingCentral is required to host the system and provide voice calling services, maintenance and support. As a cloud based phone system,

City-owned or maintained appliances and servers are not required, and the service agreement covers all costs of the phone system going forward.

The cost of this service agreement is based on anticipated phone system usage and can fluctuate from month to month. The service includes unlimited domestic calling and costs are expected to be consistent from month to month, but may fluctuate because of user changes, regulatory fees, and other less common circumstances. As proposed, it is estimated the city will save $15,700 (28%) annually over the next ten years by transitioning to the recommended system compared to the current phone system:

Phone Costs	Current System	Recommended System (Cloud-Based)	Annual Cost Savings
Initial Outlay - Hardware, Phones, Installation (annual amount based on 10 year amortization period)	$ 8,600	$ 3,100	
Annual Administration - City Personnel	$ 29,300	$ 5,600	
Annual Vendor Maintenance and Phone Service	$ 17,000	$ 30,500	
Estimated Annual Cost (Over 10 Years)	**$ 54,900**	**$ 39,200**	**$15,700**

BUDGET IMPACT

Sufficient amounts are budgeted in the Equipment Replacement Fund for the purchase and implementation of the recommended cloud-based phone system and related hardware. Additionally, the Information Systems Fund includes sufficient appropriations to provide for the subscription based phone service associated with the new phone system.

LEGAL REVIEW

The City Attorney has reviewed the services agreement.

APPROVED BY: Peter Grant, City Manager

Attachments

City of Cypress - Ring Central Quote

City of Cypress - Ring Central Scope of Work

City of Cypress - Ring Central Master Services Agreement

RingCentral

Company Name	City of Cypress / RFP
Date	4/18/2023
Quote Expiration	5/19/2023
Contract Length	60 Months
Payment	Annual
Quote Status	Budgetary

Monthly Recurring Service Costs

RingCentral MVP	User Count	List Price	Discount Amount	Adjusted Price	Total Cost
RingCentral Standard MVP (Message/Video/Phone/SMS/Fax)	107	$22.99	$14.50	$101.88	$10,901.16
RingCentral Limited Extension (Dialtone only)	67	$13.99	$8.49	$66.00	$4,422.00
Additional Local Number	46	$4.99	$4.00	$11.88	$546.48
e911	174	$1.00	$0.00	$12.00	$2,088.00
Compliance and Administrative Cost Recovery Fee (CRF)	174	$3.50	$0.00	$42.00	$7,308.00
Annual Recurring Service Costs					$25,265.64
Hardware Rental (If applicable)					$0.00
Annual Total before Tax					$25,265.64
Annual Tax Amount *					$5,254.78
Total Annual Recurring Cost with Tax					$30,520.42

Hardware Purchase	Phone Count	Purchase Price	Discount	Adjusted Price	Total Cost
PolyCom VVX 450	28	$270.00	$135.00	$135.00	$3,780.00
Polycom VVX 250	99	$178.00	$89.00	$89.00	$8,811.00
Polycom VVX 150	37	$100.00	$50.00	$50.00	$1,850.00
Polycom Trio 8800 Conference Phone	7	$878.00	$439.00	$439.00	$3,073.00
Polycom Trio 8300 Conference Phone	6	$548.00	$274.00	$274.00	$1,644.00
Hardware Purchase Cost					**$19,158.00**
Hardware Taxes *					**$1,388.96**
District Tax One Time Fee*					**$95.79**
Total Hardware Purchase Cost with Tax					**$20,642.75**

Order Summary	
Total Annual Recurring Cost With Taxes	**$30,520.42**
Total Non-Recurring Charges With Taxes	**$20,642.75**
Total Amount with Taxes*	**$51,163.17**

** Free Shipping for equiptment included*
** These are estimated taxes and fees. Actual taxes and fees will be calculated when the invoices are processed.*
** Pricing is in USD*
** 60 month term with Annual Payment*
** 10% Elasticity Clause included*

Professional Services	Quantity	Unit Price	Discount	Adjusted Price	Total Cost
Implementation	1	$16,890.00	$6,459.92	$10,430.08	$10,430.08
Taxes @ 7.75%	1	$812.21	$0.00	$812.21	$812.21
Total Implementation Cost with Tax					**$11,242.29**

** Professional Services/Implementation billed separetley*

RingCentral

RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and **City of Cypress** (the "**Customer**") on this _____, ____ (the "**SOW**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	**City of Cypress**
Quote/SOW Number:	**U2023-02778026**
Labor Cost:	**$9,490.08 USD**
Notification Plus Services Fee -ARR -Up to 250 users	**$188.00 USD per year for up to 5 years, total of $940.00 USD**

SOW Expiration: This SOW, and all applicable pricing related to it, shall expire if the SOW is not fully executed by both Parties by 06/30/2023. Stated rates are only applicable for this offer and subject to change upon expiration.

Multiphase Project – Per Milestone

Milestones will be jointly agreed during the project plan creation.

Phase Name	SOW Detail	Phase Total (USD) Excluding taxes & fees
Core Migration Remote 1 NRA	**170** Users All the Professional Services described in this SOW.	**Phase1a** Value of **$6,100.00 USD** Users that deploy in a given month will be invoiced on a monthly basis. Any users listed in this SOW that are not deployed will be invoiced at the stated implementation rate upon Project Completion.
Core MVP Build - Per Site/User Group	**6 (Six)** replicated sites/user groups All the Professional Services described in this SOW.	**Phase1b** Value of **$1,190.08 USD** Sites/User Groups that deploy in a given month will be invoiced on a monthly basis. Any sites/user groups listed in this SOW that are not deployed will be invoiced at the stated implementation rate upon Project Completion.

Training	Instructor -Led Virtual Admin Training & End user training – Up to 170 users. All the professional services described in section 5.	**Phase 2** Value of **$1,200.00 USD**
Notification Plus – up to 250 users 60 months	Professional Services described in section 3.1 of this SOW	**Phase 3** Value of **$940.00 USD**
Endpoint Customization – 1 Custom Template	Professional Services described in section 3.1 of this SOW	**Phase 4** Value of **$1,000.00 USD**
		$ 10,430.08 USD

If applicable, the following activities shall be performed at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. **General**

1.1. Assignment of a designated Project Manager ("PM") – For a period of up to **12 weeks**, the RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

i. Internal and external kickoff session hosted by RingCentral
ii. Creation and management of project governance, to include
    a. Project plan and Schedule
    b. Communication plan, resource plan, escalation plan, change plan, test plan
    c. Action and risk register
iii. Completing resource assignment and scheduling in alignment with project schedule
iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact
v. Identifying, communicating, and mitigating project risks and issues
vi. Alignment of scope of services with customer expectations during kickoff
vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs
viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable
ix. Completing scoped migration and go live support; and
x. Performing closure procedures at the conclusion of project activities

2. **RingCentral Office Planning and Design**

2.1. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD")

RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project and will consist of structured planning activities to support locations and users identified in the table below:

Scope	Counts
Remote Project Duration in Months	**Up to 3 Months**

Network Assessments	**Up to 01**
Users **Training -Instructor Led Virtual – Admin & End User**	**Up to 170** **Up to 170 total users. 1 session each.**
Sites / User Groups with Duplicated call flows (*)	**Up to 06**
Endpoint Customization	**1 template**
Notification Plus – 60 Months	**Up to 250 users**

NOTE:

(*) For duplicate call flows across sites: Up to 1 call flow is included.

i. RingCentral has included up to Three **(3)** Planning and Design session(s) with this project delivery. Customer will provide required data over the period defined in Section 1, commencing with a single data collection session, and contribute to the universal design documentation across all lines of business / business units. Additional data collections are available to the customer for further breakout via change request at an additional expense if data collection needs to take place for additional locations.

ii. Additional data collections are available to the customer for further breakout via change request at an additional expense if data collection needs to take place by country or user group

iii. Details within the data collection include:
   a. Customer Site Information
   b. User Upload
   c. Data collection for End-User and Administrator Training
   d. Porting data
   e. Unique call flow(s)
      a. Configuration of one (1) main number
      b. Up to 5 custom rules per main number
      c. Up to 2 menus (IVR) per main number
      d. A combination of up to eight (8) call queues & ring groups per main number
   f. Duplicate Call flow(s)
      a. Consists of a replica of a unique call flow with the exception of phone numbers, extensions, and users within call queues & ring groups
   g. Roles and Permissions
   h. Delivery Overview
   i. BRD completion

iv. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.
   a. Material changes to the BRD made after mutual execution are available to the customer via change request

v. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2. Network Readiness Assessment

i. RingCentral will provide the Customer with one (1) assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).
ii. RingCentral's Network Engineer will provide the following:
    a. RingCentral Network Requirements Documentation
    b. Satellite installation guide
    c. Assistance with satellite installation
    d. Document and share results of network assessment for Customer reference
iii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.
iv. Additional network assessments or consultations are available to the Customer via an executed Change Order and will result in additional fees
    a. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral User Interface ("UI") Single Phased Build Out

i. RingCentral will remotely configure the following parameters in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.
    a. Up to **170** users
    b. Up **to 6** locations
    c. Setup to support required Call Flows by site or user groups
    d. End point Customization -remote support- 1 template.
    e. Setup a maximum of ten (10) Call Queue or Ring Groups
    [Including up to ten (10) users for standard Report access, if applicable]
ii. Customization is available to the customer at an additional cost via executed Change Order
iii. Substitute Caller ID (Spoofing) configuration is not included. It is available at an additional cost via executed Change Order.
iv. RingCentral will provide the Customer with interface access for managing and setting live Notifications for phone calls on their account. The pricing structure for the Notification Services Agreement are as follows.

NOTIFICATIONS FEE SCHEDULE:

Number of Users	Value	Annually
Notifications Plus+ up to 250 users	USD	$188.00

4. RingCentral Delivery Services

4.1. Remote Delivery and Go Live Services

i. RingCentral will provide remote go live services to complete the following:
    a. Delivery resource during remote Go Live as defined in Appendix B
    b. Document open issues in action log
    c. Transition into support services
    d. Perform closure procedures at the conclusion of project activities
ii. Customer responsibilities:
    a. Customer is responsible for handset placement at locations listed in Appendix B
        - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
    b. Customer is responsible for decommission and disposal of any legacy equipment

5. RingCentral Training Services

5.1. RingCentral Online Product Training

i. The following training resources are available to the customer for learning the RingCentral MVP product

ii. Standard RingCentral product training includes:
   a. Get Started videos and quick guides, available at https://support.ringcentral.com/get-started.html.
   b. Online training for users and administrators, available at RingCentral University – university.ringcentral.com.
   c. Free Webinars, live and on-demand, available at go.ringcentral.com/ringcentral-university-webinars.html.

iii. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at university.ringcentral.com

iv. For information on how to purchase additional training (Remote and On-site Instructor-led Courses), please contact your account representative or your client partner

5.2. Admin Training – RingCentral Professional Services will provide resources to complete the following:

i. Up to two (2) hours of remote admin training to be provided by a RingCentral University Training Specialist

ii. Sessions cover the following:
   a. Building, activating, disabling and deleting users;
   b. Managing user settings with role, templates, and User groups (if applicable);
   c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
   d. Managing phones and numbers including assisted provisioning;
   e. Call flow management;
   f. Reports and call logs; and
   g. Familiarization with Support/Training/Help resources

iii. Session recordings are included at no additional cost

iv. Online, self-service admin training at RingCentral University included at no additional cost
   h. Webinars & Videos, Getting Started Tutorials, and User Guides

v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order

vi. Additional admin sessions are available to the customer via Change Request at an additional charge

vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order

viii. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

5.3. End User Training - RingCentral Professional Services will provide resources to complete the following:

i. Any combination of the following one (1) hour remote end user training sessions for a total of up to one (1) session to be provided by RingCentral University Training Specialist:
   a. Standard End User
   b. Train the Trainer (Standard End User)
   c. Exec Assistant/Front Desk
   d. Remote User

ii. Session recordings included at no additional cost
iii. Online, self-service end user training at RingCentral University included at no additional cost
    a. Webinars & Videos, Getting Started Tutorials, and User Guides
iv. Custom end user training, documentation, and videos available at an additional cost via change request
v. Additional end user sessions are available to the customer via Change Request at an additional charge

Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

6. Testing

6.1. Quality Assurance Testing

i. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)

6.2. UAT Assumptions

i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed design documentation

ii. Customer will define the UAT scenarios or stories by phase and the mutually agreed criteria is recorded as an Appendix in the design documentation prior to mutual execution as the document of record
    a. If UAT scenarios are not specified by the Customer, then work is deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
iii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT
    a. RingCentral Implementation Engineer may provide up to one (1) hour of additional guided training to UAT participants, as requested by the Customer, specific to the test criteria
iv. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing
    a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution
    b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing
v. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live
    a. RingCentral will append the design document output to include completed UAT criteria in the final published output document

6.3. UAT Requirements

i. Customer and RingCentral will enact a mutual software / code freeze prior to start of QA and UAT
ii. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing
iii. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Request for troubleshooting and issue resolution
iv. Additional days of UAT support are available to the Customer via Change Request at an additional charge

7. **Optional Services** – During the course of the project, additional services may be ordered by Customer via the Change Order process as described in Section 14, as per the rates outlines in Appendix E.

8. **Customer Responsibilities –** The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
   i. The customers LAN/WAN infrastructure
   ii. Network minimum requirements for RingCentral as a Service model
      a. Quality of Service (QoS) configuration
      b. Firewall or Access Control List (ACL) configuration
      c. Power over Ethernet (POE) port activation / configuration
   iii. SMS Campaign Registration (TCR) https://www.ringcentral.com/tcr
   iv. Configuration and software installation on customer PCs
   v. Decommission and disposal of any legacy equipment
   vi. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v)
   vii. Provide work space for RingCentral on-site personnel (as scoped)
   viii. Overhead paging
   ix. Postage Machines
   x. Credit Card or Point of Sale (POS) Machines
   xi. Door buzzer or Automatic Door Controller
   xii. Third party SIP phones
   xiii. Headsets
   xiv. Analog Devices such as fax machines
   xv. Third party Applications
   xvi. Input Registered E911/Emergency Services Address and location information to Service Web
      a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate
      b. For more information, please refer to Appendix D

9. **Hours of Operation - Standard Service Hours**
   i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")
   ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

10. **Customer's Telephone Number Porting**
   i. The Customer is responsible for authorizing the telephone number porting by RingCentral
   ii. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)
   iii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project

Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers

iv. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or migration / go live event:

a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
   - Any additional port rejections will be the responsibility of the Customer
   - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location
   - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers

b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final migration / go live event, unless otherwise mutually agreed between the parties
   - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
   - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
   - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
   - Any additional support required after the ten (10) day period can be obtained via a change order

c. Porting outside of project follows RingCentral Numbering Policy
   - https://www.ringcentral.com/legal/policies/numbering-policy.html

11. Professional Services Completion - This SOW identifies the specific criteria required for the completion of each Project Phase ("Completion Criteria"). Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

12. Payment

i. Invoicing and Payment of Professional Services fees. All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each Project Phase identified in the Project Phasing Table. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears.

ii. Service Expenses. Customer agrees to reimburse RingCentral for its reasonable fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

13. Termination

i. Termination. Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.

ii. Effect of Termination. If this SOW, or a Project Phase. is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:

a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
b. all applicable Service Expenses incurred; and
c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

14. Delays and Changes

i. Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order,**") per the sample attached in Appendix C, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties

ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees

iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

15. Project Phasing

i. The Professional Services may be delivered in one or more phases as set forth in this SOW

ii. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases")

iii. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery,

installation, testing, acceptance and payment for the Professional Services under any other Project Phase

iv. Each Project Phase will be billed upon notification of phase completion, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable

IN WITNESS WHEREOF, the Parties have executed this Statement of Work below through their duly authorized representatives.

Customer		RingCentral	
City of Cypress		RingCentral, Inc.	
By:		By:	
Name:		Name:	Jose Jacob
Title:		Title:	SVP, Field Sales
Date:		Date:	

Version: 2-27-23

RingCentral

Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
Remote	**170**

RingCentral

Appendix B

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days On-Site	Rate per Site
N/A	N/A	N/A	N/A	N/A	N/A	N/A

RingCentral

Appendix C
Change Order Form for Implementation Services

This Change Order is subject to the SOW by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget.

Effective Date of SOW:			
Project Name:	**Request Date:**	**PO Number:**	**Quote Number:**
Customer Name:	**Requested By:**	**Requestor Phone:**	**Requestor email:**
Customer Address:			

Specific Details Explaining the Change:

Change 1

Quantity:	**Description:**	**Professional Services Cost:**

Change Order Total:	

Impact on Project Timeline and Scheduled Delivery Date:
Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "**Effective Date**").

Customer

By:
Signed: __SAMPLE ONLY_____
Title: _____
Date: _____

RingCentral

By:
Signed: __SAMPLE ONLY_____
Title: _____
Date: _____

RingCentral

Appendix D
Registration of Address and Notification Information – Emergency Dialing.

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

I. **Registered Address.** It is Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.

II. **Emergency Notifications**. For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, click here). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.

III. **Customer's Representation and Warranty**. Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

RingCentral

RingCentral Professional Services
Statement of Work for Professional Services
Appendix E
Optional Services

Additional Network Assessments	Additional P&D Sessions	Admin Training	User Training	Go Live Support (Onsite)	Training Support (Onsite)
$1,000	$1,800 per day / per resource	$800 per Two-Hour session	$400 per One-Hour session	$1,800 per day / resource	$1,800 per day / resource

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Cypress** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in terms of service, advertising or product descriptions, mean "RingCentral MVP".

Customer
City of Cypress

5275 Orange Ave.
Cypress, CA 90630
United States

Adrian Smith
714-229-6715
asmith@cypressca.org

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: April 30, 2023

Initial Term: 60 Months

Renewal Term: 12 Months

Payment Schedule: Annual

RingCentral MVP Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Standard	**107**	**$155.88**	**$16,679.16**
DigitalLine Unlimited Standard		$101.88	
Compliance and Administrative Cost Recovery Fee		$42.00	
e911 Service Fee		$12.00	
DigitalLine Basic	**67**	**$120.00**	**$8,040.00**
DigitalLine Basic		$66.00	
Compliance and Administrative Cost Recovery Fee		$42.00	
e911 Service Fee		$12.00	
Additional Local Number	**46**	**$11.88**	**$546.48**
		Annual Recurring Services*	**$25,265.64**

One-Time Items			
Summary of Item(s)	**Qty**	**Rate**	**Subtotal**
Polycom Trio 8800 Conference Phone	**7**	**$439.00**	**$3,073.00**
Polycom VVX 150 Business IP Phone	**37**	**$50.00**	**$1,850.00**
Polycom VVX 250 Business IP Phone	**99**	**$89.00**	**$8,811.00**
Polycom VVX 450 Business IP Phone	**28**	**$135.00**	**$3,780.00**
Polycom Trio 8300 Conference Phone	**6**	**$274.00**	**$1,644.00**
		One-Time Total	**$19,158.00**

Total Initial Amount	**$44,423.64**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

Special Terms & Notes

Elasticity

Customer shall have the right, one time in any twelve (12) month period, with thirty (30) days' advance written notice to RingCentral, to remove up to ten percent (10%) of the total number of RingCentral MVP Standard digital lines that are part of your Account at the time that such notice is given, so long as the total number of digital lines that are part of your Account never drops below the total number of RingCentral MVP Standard digital lines included in your Initial Order Form. For clarity, you shall be permitted to exercise the digital line reduction right set forth in the immediately preceding sentence on only one occasion in any twelve (12) month period during the Initial or then-current Renewal Term, and other than this "once every twelve (12) months" line reduction right, you shall have no right or ability to reduce the number of digital lines that are part of your Account or remove digital lines from such services.

No pro-rated refunds or credits will be issued for any pre-paid, unused portion of the digital lines which were removed. Any reduction in digital lines will be reflected in your next billing cycle.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer	RingCentral
City of Cypress	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Joe Jacob
Title: _____	Title: SVP, Field Sales
Date: _____	Date: _____

RingCentral

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

City of Cypress ("Customer")	**RingCentral, Inc. ("RingCentral')**
Address:	**Address:**
5275 Orange Ave. Cypress, CA 90630	20 Davis Drive Belmont, CA 94002
By: _____	By: _____
Name: _____	Name: Joe Jacob
Title: _____	Title: SVP, Field Sales
Date: _____	Date: _____

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement (**"Agreement"**) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingCentral MVP Services

Attachment B – Professional Services Agreement

Attachment C – Security Addendum

Attachment D – Public Sector Entity's Terms & Conditions Required by Statute

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html, and

ii. Rental: http://www.ringcentral.com/legal/lease-rental.html.

C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (**"Initial Term"**). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a **"Renewal Term"**) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the

then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Billing Disputes. If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms. RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. Professional Services. RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Subcontracting. RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were

performed by RingCentral directly.

5. Use of the Service

A. Service Requirements. The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies. Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. Acceptable Use Policy. The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. Emergency Services. RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. Numbering Policy. The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6. Termination

A. Termination for Cause. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services (**"Software"**) to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks. Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes. RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

i. FEES OWED BY CUSTOMER

ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS

iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT

iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY

v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:

a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure.

The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

A. RingCentral Warranty. RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Governing Law. Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of CA, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. Good Faith Attempt to Settle Disputes. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. Equitable Relief. Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

A. Relationship of the Parties. RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices. Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure. Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries. RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. Headings, Interpretation. The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Anti-Bribery. Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.

H. Export Control. Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. Regulatory and Legal Changes. In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. Entire Agreement. The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

K. Order of Precedence. In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

L. Amendments. Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

M. Severability and Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

N. Publicity. Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

O. Execution. Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. Counterparts. This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

R. Family Education Rights and Privacy Act (FERPA). Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A
DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
    - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
    - Standard management of the Admin Interface within the product.
    - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.

22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.

24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).

25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.

26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).

27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.

29. **"Term"** means the Initial Term plus any Renewal Terms.

30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form (the **"Services"**).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingCentral MVP Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges of $.0085 per SMS ($.85 per 100) apply to SMS sent or receive in excess of allotment. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with SMS registar prior to using SMS.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the **"Directory Listing Service"**). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (**"Listing Information"**). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their

sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **RingCentral Global MVP or RingCentral Global Office.** RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.

   A. **Emergency Service Limitations for Global MVP**. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

   B. **Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.

   C. **Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

   D. **Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html. Additional terms or charges may apply, depending on the selected features.

7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at https://www.ringcentral.com/legal/BYOC-service-description.html.

8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

   A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
SERVICE ATTACHMENT - RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the **"PS Agreement"**), such provisions of this PS Agreement will prevail.

1. **Service Overview.** RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (**"Professional Services"**) as described and agreed upon in writing between the Parties pursuant to a statement of work (**"Statement of Work"** or **"SOW"**).

2. **Project Phases.** The Professional Services may be delivered in one or more phases. The SOW will specify the milestones, objectives, Sites, fees, and other components that are included in the scope of each phase (**"Project Phase"**). The Professional Services may also be provided on a time and material basis (**"T&M Services"**) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.

3. **Customer Sites and Site Visits.** In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (**"Site(s)"**), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate **"Site Visit"**. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

   A. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.

   B. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in "RingCentral VoIP Network Requirements and Recommendations" which can found at: https://support.ringcentral.com/s/article/9233?language=en_US.

   C. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

   D. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:

      i. The first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service's bulk configuration utility).

      ii. Written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows.

      iii. Information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. **Late Site Visit Change.** The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a **"Late Site Visit Change"**) will cause RingCentral to incur expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate , as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. **Professional Services Acceptance.** Each SOW will identify the specific criteria required for the completion of each Project Phase (**"Completion Criteria"**). Unless otherwise agreed between the Parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form (**"PCF"**) for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (**"Acceptance"**):

A. Customer executes the PCF.

B. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non- conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.

C. **Production Use.** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.

D. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

6. Payment

A. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.

B. **Invoicing and Payment of Professional Services Fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.

C. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit (**"Service Expenses"**). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.

D. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:

i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a **"Change Order"**), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

9. Term and Termination

A. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.

B. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.

C. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:

i. Any Professional Services and T&M Services that have been rendered up until the effective date of the termination.

ii. All applicable Service Expenses incurred.

iii. 50% of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

D. Post-Termination Notice Wrap-Up. Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

ATTACHMENT C
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (**"Measures"**) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

A. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.

B. **"Customer"** means the entity that entered into the Agreement with RingCentral.

C. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.

D. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.

E. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.

ii. Is managed by a senior employee responsible for overseeing and implementing the program.

iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.

iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. Security Policy Management

RingCentral's security policies, standards, and procedures:

i. Align with information security established industry standards.

ii. Are subject to ongoing review.

iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.

ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including

a. SOC2 Type II

b. IES/ISO 27001.

ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

i. Will be provided to Customer on request.

ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

i. An identity verification (SSN trace).

ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.

iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

i. Complete annual training to demonstrate familiarity with RingCentral's security policies.

ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.

iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.

ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.

ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data (**"Secure Areas"**).

ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis (**"24/7"**).

iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.

ii. Reports to be maintained for at least one year as allowed by law.

iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.

iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

i. Perimeter security including fencing/barriers and video surveillance.

ii. Secure access including security guard/reception.

iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.

iv. Redundant utility feeds and support for continuous delivery through backup systems.

v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.

ii. Ensures that RingCentral users have an individual accounts for unique traceability.

iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.

iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.

ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).

iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.

ii. Prevent unauthorized access to Protected Data.

iii. Limit access to users who have a business need to know.

iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.

v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.

ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.

iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

ii. Ensures separation between environments dedicated to development, staging, and production.

iii. Restricts access between environments to authorized devices.

iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.

iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.

ii. Maintains accountability of assets throughout their lifecycle.

iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

i. Maintains baseline configurations of information systems and applications based on industry best practices including:

a. Removal of all vendor-provided passwords.

b. Remove/disable unused services and settings.

c. Anti-malware/endpoint protection as technically feasible.

ii. Enforces security configuration settings for systems used in the provision of the Services.

iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.

ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.

iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

ii. Ensures quality assurance testing of patches prior to deployment.

iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.

ii. Access to Protected Data is logged.

iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.

iv. Logs are protected against unauthorized access, modification, and deletion.

v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

i. Applies secure development lifecycle practices, including, during design, development, and test cycles.

ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

i. Performs rigorous security testing, including, as technically feasible:

a. static code analysis.

b. source code peer reviews.

c. dynamic and interactive security testing.

d. security logic, or security "QA" testing.

ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).

iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.

iv. Does NOT use Protected Data for testing.

v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.

ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.

iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.

ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.

ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.

iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

i. Public data, data that is generally available or expected to be known to the public.

ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

i. Ensures physical or logical segregation of Protected Data from other customers' data.

ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).

ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.

iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

i. Ensure the secure deletion of data when it is no longer required.

ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.

B. Has a documented incident response plan based on industry best practices.

C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.

D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.

iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.

v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.

vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.

ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.

iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/24/2023

SUBJECT: **Approve Plans and Specifications and Award Contracts for Residential Street Resurfacing, Project 314**

RECOMMENDATION

1. Approve Plans and Specifications for Residential Street Resurfacing, Project 314; and

2. Award a contract to American Asphalt South Inc., for $926,269.43, and authorize a contingency of $139,000; and

3. Approve a Task Order for Construction Inspection Services to Ardurra Group Inc., for $131,300 and authorize a contingency of $13,000.

DISCUSSION

Many projects within the Capital Improvements Program (CIP) are part of a regular multi-year program to ensure the infrastructure is adequately funded and maintained. The residential street resurfacing project is part of an annual program in the CIP to ensure proper street maintenance.

This project will slurry seal and/or overlay various residential streets and alleys, consisting of over 28 lane miles of pavement (see attached). A slurry seal is typically applied to individual streets every five to seven years. This process creates a moisture barrier/weatherproofing layer that prevents damage to the underlying street pavement but does not provide any structural improvement. An overlay is applied every 10 to 15 years and consists of removing and replacing up to two inches of the existing asphalt pavement.

On April 4, 2023, the City received five bid proposals for the project with American Asphalt South Inc. identified 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 construction and construction management costs are $1,209,569.43 and sufficient amounts are budgeted in the City Capital Projects Fund for this project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Location Map
Ardurra Task Order

Project Award Information Checklist

Description of Project:
Slurry Seal approximate 27.8 lane miles of pavement, grind and overlay .5 lane miles of alley, and replace traffic striping.

Contract Working Days: 30 working days

Orange County Register Publication Date: March 16, 2023

Notice Inviting Bids Sent to: CIPList.com, The Orange County Register, McGraw-Hill Construction, Dodge Construction Network, AGC Plan Room, Construct Connect

Bid Opening Date: April 4, 2023

No. of Bid Packets Purchased: 23

	Bidders	Amount
1.	American Asphalt South Inc., Riverside, CA	$926,269.43
2.	Pavement Coatings Co., Jurupa Valley, CA	$985,703.28
3.	VSS International, Inc., West Sacramento, CA	$996,120.00
4.	Palp, Inc. DBA Excel Paving, Long Beach, CA	$1,068,982.94
5.	All American Asphalt, Corona, CA	$1,224,422.10

Apparent Low Bidder: American Asphalt South Inc., Riverside, CA – $926,269.43

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 government agencies in Southern California.

Construction Management/Inspection Firm: Ardurra Group, Inc.

On-Call Contract Date: June 27, 2022

Amount of Task Order: $ 144,300

PROPOSAL BID SHEET
PROJECT 314
RESIDENTIAL STREET RESURFACING

Date: Tuesday, April 4, 2023, at 2:00 P.M

Company Name: American Asphalt South, Inc.

Address: 19192 El Rivino Rd, Riverside, CA 92509

Telephone: (909) 427-8276

Email: Jeffp@americanasphaltsouth.com

Contractor's License No. and Class: 784969 A

Contractor's DIR Public Works Registration No: 1000000645

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 314, 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 1 – RESIDENTIAL STREET RESURFACING – SLURRY SEAL:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) Twenty thousand, five hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$20,500.00	$20,500-
2.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) Twenty nine thousand PER LS	$29,000-	$29,000-
3.	1	LS	Crack Sealing (Section 302-14) Sixty nine thousand PER LS	$69,000-	$69,000-
4.	426	TONS	Remove and Replace 4" AC (Section 302) Two hundred, forty five PER TON	$245.00	$104,370-
5.	1,001	ELT	Type I Slurry Seal (RPMS) (Section 203-4 and Section 302-4) Three hundred thirty TWO dollars, fifteen cents PER ELT	$332.15	$332,482.15
6.	536,006	SF	Edge Grind 5ft On Each Side (Section 405) Twenty eight cents PER SF	$0.28	$150,081.68

7.	1	LS	Thermoplastic Striping, Markers, and Curb Paint (Section 310) PER LS	$55,000-	$55,000-

TOTAL AMOUNT OF BASE BID 1: $ 760,433.83

TOTAL AMOUNT OF BID 1 IN WORDS: Seven hundred sixty thousand, four hundred thirty three & eighty three cents Dollars

(Please Print Total Amount of Bid in WORDS)

BASE BID 2 – RESIDENTIAL ALLEYS (DISTRICT 17) – OVERLAY:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) fifteen thousand PER LS	$15,000-	$15,000.00
9.	33,870	SF	Full Width Cold Milling (2") (Section 302-1) sixty six cents PER SF	$0.66	$22,354.20
10.	433	TONS	ARHM Overlay (ARHM-GG-C) (2") (Section 203-11 and 302-9) Two hundred Ten PER TON	$210-	$90,930.00
11.	30	TONS	AC Leveling Course (Section 302) Three hundred thirty PER TON	$330-	$9900.00
12.	30	TONS	Remove and Replace 4" AC (Section 302) Two hundred forty five PER TON	$245.00	$7350.00
13.	5.6	CY	Remove and Replace PCC Cross Gutter, 6" Thick (Section 303) Two thousand PER CY	$2000-	$11,200.00
14.	33,870	SF	Prepare Subgrade/Base (Section 300 and 301) Twenty Two cents PER SF	$0.22	$7451.40
15.	1	EA	Adjust Water Meter to Grade (Section 400, 402, and 403) sixteen hundred fifty PER EA	$1,650-	$1650-

TOTAL AMOUNT OF BASE BID 2: $ 165,835.60

TOTAL AMOUNT OF BID 2 IN WORDS: one hundred sixty five thousand eight hundred thirty five & sixty Cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID 1 PRICE:	760,433.83
Total BASE BID 2 PRICE:	165,835.60
Total BASE BID 1 + BASE BID 2 PRICE:	**$** 926,269.43

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.

WEEKEND WORK: Graham St between Ball Rd and the north end of Graham St shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** 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.

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 314
RESIDENTIAL STREET RESURFACING

Date: Tuesday, April 4, 2023, at 2:00 P.M

Company Name: Pavement Coatings Co.

Address: 10240 San Sevaine Jurupa Valley, CA 91752

Telephone: 714-826-3011

Email: Jvbids@pavementcoatings.com

Contractor's License No. and Class: 303609 C-32 A

Contractor's DIR Public Works Registration No: 1000003382

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 314, 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 1 – RESIDENTIAL STREET RESURFACING – SLURRY SEAL:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) Forty thousand dollars (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$40,000	$40,000
2.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) Seventy Seven thousand dollars PER LS	$77,000	$ 77,000
3.	1	LS	Crack Sealing (Section 302-14) Forty-Three thousand dollars PER LS	$43,000	$ 43,000
4.	426	TONS	Remove and Replace 4" AC (Section 302) Two -hundred thirty dollars PER TON	$ 230.00	$ 97,980
5.	1,001	ELT	Type I Slurry Seal (RPMS) (Section 203-4 and Section 302-4) Three Hundred eighty-five dollars PER ELT	$ 385.00	$385,385
6.	536,006	SF	Edge Grind 5ft On Each Side (Section 405) Twenty-three cents PER SF	$ ~~0.23~~ JW 0.23	$123,281.38

7.	1	LS	Thermoplastic Striping, Markers, and Curb Paint (Section 310) Fifty two thousand dollars PER LS	$52,000	$52,000

TOTAL AMOUNT OF BASE BID 1: $ 818,646.38

TOTAL AMOUNT OF BID 1 IN WORDS: Eight Hundred, Eighteen Thousand Six Hundred forty six dollars and thirty-eight Cents Dollars

(Please Print Total Amount of Bid in WORDS)

BASE BID 2 – RESIDENTIAL ALLEYS (DISTRICT 17) – OVERLAY:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) Twenty-two thousand - Five Hundred dollars PER LS	$22,500	$22,500
9.	33,870	SF	Full Width Cold Milling (2") (Section 302-1) ~~Sixty~~ Jw Sixty five cents PER SF	$ 0.65	$22,015.50
10.	433	TONS	ARHM Overlay (ARHM-GG-C) (2") (Section 203-11 and 302-9) Two Hundred dollars PER TON	$ 200	$86,600.00
11.	30	TONS	AC Leveling Course (Section 302) Three hundred - fifteen dollars PER TON	$ 315.00	$ 9,450
12.	30	TONS	Remove and Replace 4" AC (Section 302) Two Hundred - Thirty dollars PER TON	$ 230	$ 6,900
13.	5.6	CY	Remove and Replace PCC Cross Gutter, 6" Thick (Section 303) One thousand Nine Hundred dollars PER CY	$ 1,900	$ 10,640
14.	33,870	SF	Prepare Subgrade/Base (Section 300 and 301) Twenty-two Cents PER SF	$ 0.22	$ 7,451.40
15.	1	EA	Adjust Water Meter to Grade (Section 400, 402, and 403) One thousand - five hundred dollars PER EA	$1,500	$1,500

TOTAL AMOUNT OF BASE BID 2: $ 167,056.90

TOTAL AMOUNT OF BID 2 IN WORDS: One Hundred Sixty Seven Thousand Fifty-Six dollars and ninety cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID 1 PRICE:	818,646.38
Total BASE BID 2 PRICE:	167,056.90
Total BASE BID 1 + BASE BID 2 PRICE:	**$** 985,703.28

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.

WEEKEND WORK: Graham St between Ball Rd and the north end of Graham St shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** 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.

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 314
RESIDENTIAL STREET RESURFACING

Date: Tuesday, April 4, 2023, at 2:00 P.M

Company Name: VSS International, Inc.

Address: 3785 Channel Drive, West Sacramento, CA 95691

Telephone: (916) 373-1500

Email: vssi_contracts@slurry.com

Contractor's License No. and Class: 293727 Class: A,B,C-12

Contractor's DIR Public Works Registration No: 1000001231

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 314, 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 1 – RESIDENTIAL STREET RESURFACING – SLURRY SEAL:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) thirty seven thousand two hundred dollars and Zero cents (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ $37,200.000	$ $37,200.00
2.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) one hundred seventy three thousand one hundred seventy seven dollars and ninety eight cents PER LS	$ $173,177.980	$ $173,177.98
3.	1	LS	Crack Sealing (Section 302-14) fifty five thousand eight hundred thirty eight dollars and forty four cents PER LS	$ $55,838.440	$ $55,838.44
4.	426	TONS	Remove and Replace 4" AC (Section 302) two hundred thirty seven dollars and sixty cents PER TON	$ $237.600	$ $101,217.60
5.	1,001	ELT	Type I Slurry Seal (RPMS) (Section 203-4 and Section 302-4) two hundred seven dollars and zero cents PER ELT	$ $207.000	$ $207,207.00
6.	536,006	SF	Edge Grind 5ft On Each Side (Section 405) zero dollars and twenty eight cents PER SF	$ $0.280	$ $150,081.68

7.	1	LS	Thermoplastic Striping, Markers, and Curb Paint (Section 310) seventy five thousand eight hundred sixty three dollars and ninety two cents PER LS	$ $75,863.920	$ $75,863.92

TOTAL AMOUNT OF BASE BID 1: $ $800,586.62

TOTAL AMOUNT OF BID 1 IN WORDS: eight hundred thousand five hundred eighty six dollars and sixty two cents Dollars

(Please Print Total Amount of Bid in WORDS)

BASE BID 2 – RESIDENTIAL ALLEYS (DISTRICT 17) – OVERLAY:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) forty seven thousand wight hundred sixty dollars and forty eight cents PER LS	$ $47,860.480	$ $47,860.48
9.	33,870	SF	Full Width Cold Milling (2") (Section 302-1) zero dollars and sixty five cents PER SF	$ $0.650	$ $22,015.50
10.	433	TONS	ARHM Overlay (ARHM-GG-C) (2") (Section 203-11 and 302-9) two hundred five dollars and twenty cents PER TON	$ $205.200	$ $88,851.60
11.	30	TONS	AC Leveling Course (Section 302) three hundred twenty four dollars and zero cents PER TON	$ $324.000	$ $9,720.00
12.	30	TONS	Remove and Replace 4" AC (Section 302) two hundred thirty seven dollars and sixty cents PER TON	$ $237.600	$ $7,128.00
13.	5.6	CY	Remove and Replace PCC Cross Gutter, 6" Thick (Section 303) one thousand nine hundred forty four dollars and zero cents PER CY	$ $1,944.000	$ $10,886.40
14.	33,870	SF	Prepare Subgrade/Base (Section 300 and 301) zero dollars and twenty two cents PER SF	$ $0.220	$ $7,451.40
15.	1	EA	Adjust Water Meter to Grade (Section 400, 402, and 403) one thousand six hundred twenty dollars and zero cents PER EA	$ $1,620.000	$ $1,620.00

TOTAL AMOUNT OF BASE BID 2: $ $195,533.38

TOTAL AMOUNT OF BID 2 IN WORDS: one hundred ninety five thousand five hundred thirty three dollars and thirty eight cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID 1 PRICE:	$800,586.62
Total BASE BID 2 PRICE:	195,533.38
Total BASE BID 1 + BASE BID 2 PRICE:	**$** $996,120.00

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.

WEEKEND WORK: Graham St between Ball Rd and the north end of Graham St shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** 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.

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 314
RESIDENTIAL STREET RESURFACING

Date: Tuesday, April 4, 2023, at 2:00 P.M

Company Name: ~~PALP, INC DBA EXCEL PAVING~~

Address: 2230 LEMON AVE
LONG BEACH, CA 90806

Telephone: 562) 599-5841

Email: estimating@excelpaving.net

Contractor's License No. and Class: STATE LIC# 688659
A, C12, C31

Contractor's DIR Public Works Registration No: DIR# 1000003331

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 314, 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 1 – RESIDENTIAL STREET RESURFACING – SLURRY SEAL:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) Forty Five Thousand dollars 00/100 (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 45000-	$ 45000
2.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) One Hundred Seventy Two Thousand dollars 00/100 PER LS	$ 172000-	$ 172000
3.	1	LS	Crack Sealing (Section 302-14) Sixty Eight Thousand dollars 00/100 PER LS	$ 68000-	$ 68000
4.	426	TONS	Remove and Replace 4" AC (Section 302) two Hundred Eighty dollar 00/100 PER TON	$ 280-	$ 119280
5.	1,001	ELT	Type I Slurry Seal (RPMS) (Section 203-4 and Section 302-4) Three Hundred Sixty Four dollars 00/100 PER ELT	$ 364.-	$ 364364.
6.	536,006	SF	Edge Grind 5ft On Each Side (Section 405) 0 dollars Twenty Four cents PER SF	$ 0.24	$ 128641.44

7.	1	LS	Thermoplastic Striping, Markers, and Curb Paint (Section 310) Forty Eight Thousand Dollars 00/100 PER LS	$ 48000-	$ 48000-

TOTAL AMOUNT OF BASE BID 1: $ 945285.44

TOTAL AMOUNT OF BID 1 IN WORDS: Nine Hundred Forty Five Thousand, two Hundred Eighty Five dollars 44/100 Dollars

(Please Print Total Amount of Bid in WORDS)

BASE BID 2 – RESIDENTIAL ALLEYS (DISTRICT 17) – OVERLAY:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) Twelve Thousand dollars 00/100 PER LS	$ 12000-	$ 12000-
9.	33,870	SF	Full Width Cold Milling (2") (Section 302-1) Ø dollars Sixty Five CENTS PER SF	$0.65	$ 22015.50
10.	433	TONS	ARHM Overlay (ARHM-GG-C) (2") (Section 203-11 and 302-9) One Hundred Forty Five dollars 00/100 PER TON	$ 145.-	$ 62785.-
11.	30	TONS	AC Leveling Course (Section 302) One Hundred Sixteen dollar 00/100 PER TON	$ 116.-	$ 3480-
12.	30	TONS	Remove and Replace 4" AC (Section 302) Three Hundred TEN Dollars 00/100 PER TON	$ 310-	$ 9300.-
13.	5.6	CY	Remove and Replace PCC Cross Gutter, 6" Thick (Section 303) One Thousand Eight Hundred Dollars 00/100 PER CY	$ 1800-	$ 10080-
14.	33,870	SF	Prepare Subgrade/Base (Section 300 and 301) Ø dollars TEN CENTS PER SF	$ 0.10	$ 3387.-
15.	1	EA	Adjust Water Meter to Grade (Section 400, 402, and 403) Six Hundred Fifty Dollars 00/100 PER EA	$ 650-	$ 650-

TOTAL AMOUNT OF BASE BID 2: $ 123697.50

TOTAL AMOUNT OF BID 2 IN WORDS: One Hundred Twenty Three Thousand Six Hundred Ninety Seven dollars 50/100 Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID 1 PRICE:	945 285.44
Total BASE BID 2 PRICE:	123 697.50
Total BASE BID 1 + BASE BID 2 PRICE:	**$** 1 069 982.94

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.

WEEKEND WORK: Graham St between Ball Rd and the north end of Graham St shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** 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.

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 314
RESIDENTIAL STREET RESURFACING

Date: Tuesday, April 4, 2023, at 2:00 P.M

Company Name: All American Asphalt

Address: 400 E. Sixth Street

Telephone: 951-736-7600

Email: publicworks@allamericanasphalt.com

Contractor's License No. and Class: 267073

Contractor's DIR Public Works Registration No: 10000001051

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 314, 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 1 – RESIDENTIAL STREET RESURFACING – SLURRY SEAL:

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	$59,252	$59,252.
2.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) PER LS	$109,601.52	$109,601.52
3.	1	LS	Crack Sealing (Section 302-14) PER LS	$55,000.	$55,000
4.	426	TONS	Remove and Replace 4" AC (Section 302) PER TON	300.65 ~~$376~~ EE	128,076.90 ~~$288~~ EE
5.	1,001	ELT	Type I Slurry Seal (RPMS) (Section 203-4 and Section 302-4) PER ELT	412. $ ~~128~~ EE	$ 412,412.
6.	536,006	SF	Edge Grind 5ft On Each Side (Section 405) PER SF	$0.25	$134,001.50

7.	1	LS	Thermoplastic Striping, Markers, and Curb Paint (Section 310) PER LS	$ 74,313.	$ 74,313.

TOTAL AMOUNT OF BASE BID 1: $ 972,656.92

TOTAL AMOUNT OF BID 1 IN WORDS: Nine Hundred Seventy Two Thousand Six Hundred Fifty Six dollars and Ninety Two Dollars

(Please Print Total Amount of Bid in WORDS)

BASE BID 2 – RESIDENTIAL ALLEYS (DISTRICT 17) – OVERLAY:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	LS	Traffic Control (Section 7-10) (Includes Traffic Control Plan) PER LS	$ 45,336.	$ 45,336.
9.	33,870	SF	Full Width Cold Milling (2") (Section 302-1) PER SF	$ 1.40	$ 47,418.
10.	433	TONS	ARHM Overlay (ARHM-GG-C) (2") (Section 203-11 and 302-9) PER TON	$ 260.06	$ 112,605.98
11.	30	TONS	AC Leveling Course (Section 302) PER TON	$ 85.	$ 2,550.
12.	30	TONS	Remove and Replace 4" AC (Section 302) PER TON	$ 584.25	$ 17,527.50
13.	5.6	CY	Remove and Replace PCC Cross Gutter, 6" Thick (Section 303) PER CY	$ 3,042.	$ 17,035.20
14.	33,870	SF	Prepare Subgrade/Base (Section 300 and 301) PER SF	$ 0.25	$ 8,467.50
15.	1	EA	Adjust Water Meter to Grade (Section 400, 402, and 403) PER EA	$ 825.	$ 825.

TOTAL AMOUNT OF BASE BID 2: $ 251,765.18

TOTAL AMOUNT OF BID 2 IN WORDS: Two Hundred Fifty One Thousand Seven Hundred Sixty Five dollars and Eighteen cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID 1 PRICE:	972,656.92
Total BASE BID 2 PRICE:	251 765.18
Total BASE BID 1 + BASE BID 2 PRICE:	**$** 1,224,422.10

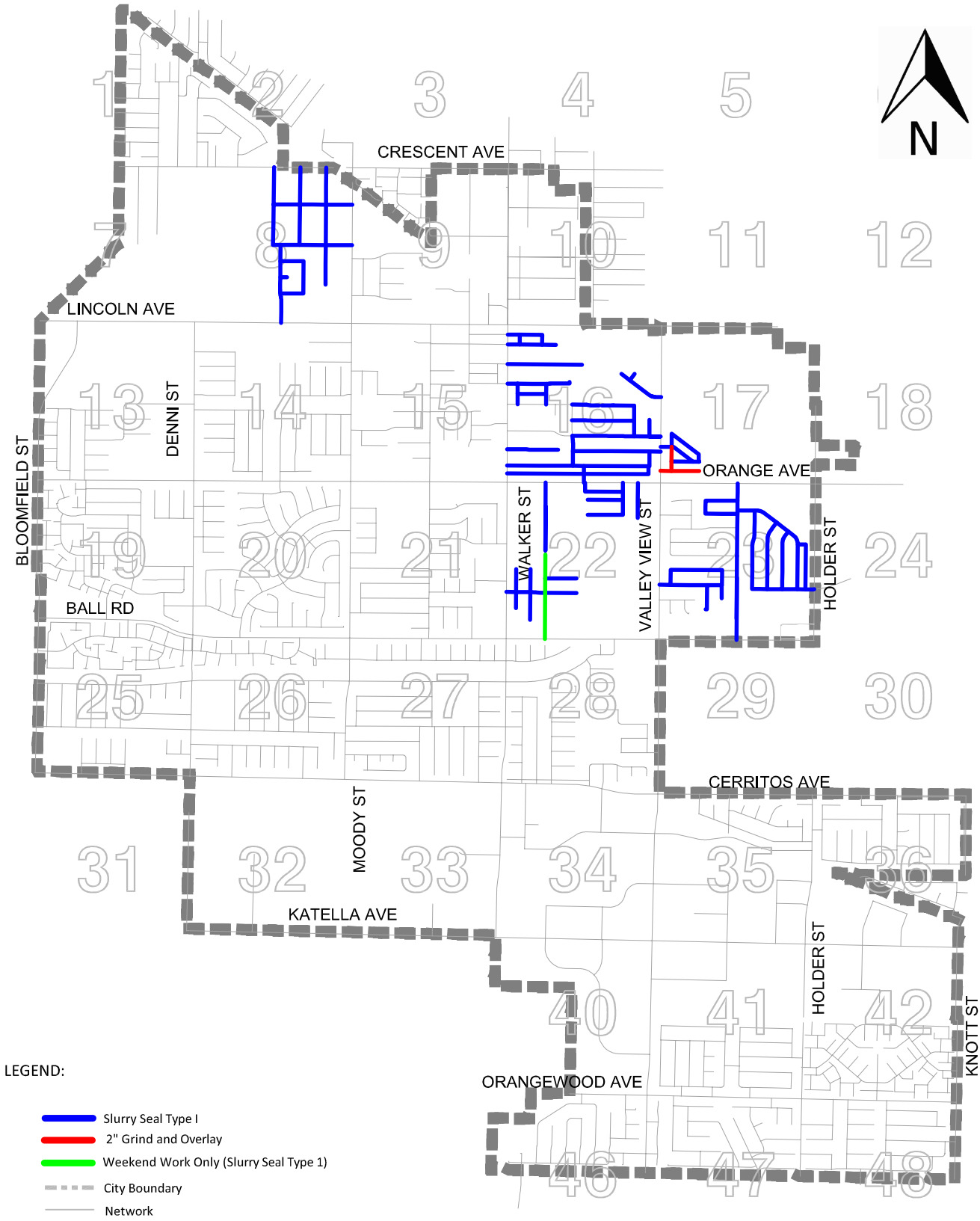
The Total Amount of Base Bid shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase 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.

WEEKEND WORK: Graham St between Ball Rd and the north end of Graham St shall be performed during the weekend in coordination with the City Engineer.

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CIP 314 Residential Street Resurfacing



March 29, 2023

Nick Mangkalakiri, PE
City Engineer
Engineering Division, City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal for Construction Inspection Services for Residential Street Resurfacing, Project 314

Dear Mr. Mangkalakiri,

Ardurra Group, Inc. is pleased to present this proposal to the City of Cypress to provide professional construction inspection services for Residential Street Resurfacing, Project 314 in accordance with Attachment "A" – Scope of Services and Attachment "B" – Schedule of Compensation. All work will be completed pursuant to the City of Cypress On-Call Construction Management and Inspection Services Contract dated June 27, 2022.

Respectfully submitted,

Ardurra Group, Inc.

Omar Alameddine
Project and Construction Management Group Leader

Attachment "A"
Scope of Services

Scope of Services

The scope of services includes full-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:

- Represent the City's interests with the overall construction inspection of this project.
- Monitor the contractor's compliance with the project contract, specifications, and National Pollutant
- Discharge Elimination System (NPDES).
- Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
- Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
- Assist in the coordination and review of contractor's submittals, including proposed construction schedules and other submittals required by the project plans and specifications.
- Assist the City's construction manager to monitor and document that the contractor adheres to the approved construction schedule.
- Be present on the job site when construction is in progress and when inspection is required. Full-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.
- Provide assistance and direction to technicians performing materials tests, as needed.
- 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.
- Review the contractor's invoices.
- Assist in the review and processing of requests for information (RFIs), change orders, and approved time and materials work.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.), as required for this project.
- Review traffic control and coordinate any adjustments, as needed.
- Identify items requiring corrective action by either the contractor or City. Monitor and document completion of corrective actions.
- Develop punch list items and monitor corrections made.

Attachment "B"
Schedule of Compensation

City of Cypress
Construction Inspection & Material Testing for Residential Street Resurfacing Project 314
30 Working Day Construction Duration

Role / Name	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector - Arash Rostamian P.E.	280.00	$ 170.00	$ 47,600.00
Public Works Inspector - As needed	-	$ 152.00	-
Project Controls Engineer - As needed	60.00	$ 145.00	$ 8,700.00
Submittal Review Allowance - As needed			$ 5,000.00
Nighttime / Weekend Inspection Allowance - As needed	-	-	$ 10,000.00
Material Testing Allowance - As needed	-	-	$ 60,000.00
Total Estimated Fee			**$ 131,300.00**

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/24/2023

SUBJECT: **Award a Contract for a Right-of-Way Irrigation System Water Conservation Assessment, Project 340**

RECOMMENDATION

Award a contract to David Evans and Associates for a Right-of-Way Irrigation Systems Water Conservation Assessment for $50,110, and authorize a contingency of $7,500.

DISCUSSION

The City Council's Strategic Plan includes an objective to evaluate the right-of-way irrigation system and software to reduce water consumption. The City's right-of-way consists of approximately three acres of median landscaping, six acres of arterial street parkway landscaping (from the curb to the property line), and residential street parkway landscaping that is maintained and irrigated by the adjacent homeowner. The existing right-of-way irrigation systems (piping, spray heads, controllers, etc.) for City-maintained medians and parkways is in need of replacement. The system has exceeded its useful life, operates with outdated software that is no longer supported by the manufacturer, and its controllers are not integrated with other technologies.

In February, Public Works issued a Request for Qualifications to evaluate the irrigation system and make recommendations to improve its efficiency. Two firms responded and Public Works recommends David Evans and Associates (DEA) as the most qualified to perform the services. DEA has extensive experience designing and retrofitting landscaping and irrigation systems, has accomplished landscape architects, irrigation designers, and irrigation auditors, and has completed similar projects for other local agencies including the cities of Temecula, La Quinta and Lake Elsinore.

BUDGET IMPACT

Sufficient amounts are budgeted in the City Capital Projects Fund for the irrigation assessment.

LEGAL REVIEW

The City Attorney has reviewed and approved the contract to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract

CITY OF CYPRESS
AGREEMENT FOR CONTRACT SERVICES FOR RIGHT-OF-WAY IRRIGATION SYSTEM ASSESSMENT – PROJECT 340

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 202___, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and DAVID EVANS AND ASSOCIATES (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner consistent with the degree of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar circumstances and in the same locality.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Business Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such business licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty-thousand, one-hundred and ten Dollars ($50,110) ("Contract Sum").

2.2 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, 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 the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 cost 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 but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement provided that Contractor's services must in all events be governed by the exercise of sound professional practices.

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 thirty (30) 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) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Todd Holmes is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. 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, and shall keep City informed of any changes.

4.2 Contract Officer. Director of Public Works is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Contractor shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

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:

(a) Commercial 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, either

the general aggregate limit shall apply separately to this contract/location, or 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 either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to the negligent acts, errors or omissions in the 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above commercial general liability and automotive policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or 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, officers, employees and agents and their respective insurers. 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 to not meet the requirements of this Agreement 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 this

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 endorsement to all required insurance policies at any time which may be redacted at the Contractor's or the Contractor's insurers' discretion to protect confidential or proprietary elements of the policies. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The 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 City's Risk Manager or other designee of the City due to unique circumstances.

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.

d. 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.

The provisions of this subsection apply only in the event that Contractor is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. Notwithstanding the provisions of the subsection above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Contractor's duty to indemnify, hold harmless, and defend the City its officers, agents or employees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement. In no event shall the costs of defense charged to Contractor exceed the Contractor's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this section shall be construed to require Contractor to provide indemnification for claims caused by the active negligence or willful misconduct of the City and its officers, agents or employees.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Contractor 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 the City notice of such court order or subpoena.

(c) If Contractor provides any information or work product in violation of this Agreement, then the 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 the City should Contractor 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Contractor in the performance of this Agreement shall be the property of the City upon compensation to the Contractor and shall be delivered to the City 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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. Any reuse or modification of the documents and materials without the prior written consent of the Contractor shall be at the sole risk of the City.

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. 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, 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. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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 at any time 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 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.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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, submitted electronically receipt confirmed, 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted,

whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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. 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 _____

8.11 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 the 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

Anne Hertz-Mallari, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

David Evans and Assoc., Inc.

By: Kim S. Rhodes
Name: Kim S. Rhodes
Title: Vice President

By:
Name: Erin Austin
Title: Assistant Secretary

Address: 4141 E. Inland Empire Blvd.
Ste. 250
Ontario, CA 91764

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.

EXHIBIT "A"

SCOPE OF SERVICES

I. SPECIFIC REQUIREMENTS for SCOPE OF SERVICES - The Scope of Services for Right-of-Way Irrigation System Assessment – Project 340, shall be as follows:

Data Gathering and Field Assessments

The first step in the project will be to gather information from the City in regard to the existing irrigation systems. A virtual meeting will be held to meet key City staff and discuss the project and the condition of existing streetscape irrigation systems throughout the City. A goal of this meeting will be to select a set of representative medians and parkways to review in the field. The next step will include field evaluations of the various irrigation systems in the City's Right-of-Way (ROW) areas. The goal will be to review a sampling of irrigation systems throughout the City. Staff and/or maintenance contractors will accompany DEA for some or all of these visits to point out issues and discuss the condition of the irrigation systems, as well as unlocking irrigation controllers for further evaluation by our team. The irrigation systems will be partially operated to observe functionality, but not to the extent of testing entire systems. Photographs will be taken and used in the recommendation report.

Additional information such as City provided aerial mapping, construction and/or as-built plans, water usage data, etc. will be collected at this stage.

It is difficult to estimate the amount of time that will be needed for these field assessments; however, three to five full days is a reasonable assumption. Todd Holmes and Jon Oen will attend these field visits. We have currently budgeted for five days, but the actual number can be adjusted if needed.

Work and Deliverables

- One virtual meeting, including minutes
- Five days of field visits
- Report documenting findings

Recommendations

The next phase of the project will be to develop recommendations for system improvements to conserve water, maintain the health of the landscape, and improve the overall reliability of the system's operation and maintenance.

These improvements will likely fall into three categories:

- Recommendations that would be applicable to the complete replacement of irrigation systems
- Recommendations for repair/retrofit of existing systems
- Recommendations for maintenance/operational practices

Recommendations for replacement of systems will be fully compliant with AB 1881 - the Model Water Efficient Landscape Ordinance (MWELO), as well as local code additions your City may have

implemented. Partial replacement of systems will most likely move those systems closer to MWELO compliance, but it is unlikely they will be fully compliant.

Conservation of water is a key goal of this project. The type of plant material being irrigated is an important factor in water usage. We find in older landscapes that plant material was used that falls into the moderate or high usage categories. To conform to MWELO requirements, new projects typically use mostly low water use plants with some moderate use plants. Less dense plantings will also reduce water usage. Typical conceptual planting designs for parkways and medians are not proposed as part of our scope currently, but they might be helpful to have for ongoing discussions with stakeholders regarding future potential projects.

A key recommendation will be for the City to select a centrally controlled irrigation system. We will evaluate the various options for central control and consider how they could be integrated with the City's existing irrigation infrastructure.

Engagement with City maintenance staff will be an important part of the development of recommendations. Maintenance contractors will also have a good understanding of field conditions and their experience with a wide variety of systems can be helpful in the development of recommendations for retrofitting.

The recommendations will be developed in three stages. The first stage will be a **bullet point summary** of the initial data gathering phase and some general conclusions regarding what recommendations will be made. This summary will be discussed with the City in a virtual meeting.

Work and Deliverables

- One virtual meeting, including prep and minutes
- Bullet Point Summary

Based on the discussions in that meeting, DEA will prepare a **draft set of recommendations** for each of the three categories mentioned earlier. It is likely that while developing these detailed recommendations, additional information may be needed, and questions will arise. A virtual meeting will be held to discuss the recommendations. We have scoped a half day in the field with City staff to review any items that might need to be seen and discussed. Photographs taken in the field will be used in the report as needed. At this stage, a location key map diagram will be prepared using aerial photogrammetry provided by the City. This diagram will block out locations that will be referenced in the recommendations.

Work and Deliverables

- One virtual meeting, including prep and minutes
- Half day in the field
- Draft recommendations

The third stage of our work includes the preparation of the **final recommendation report**. This report will include rough order of magnitude cost estimates for a limited set of potential improvements. These estimates will not include improvements at specific locations, rather they will utilize unit prices for items such as square foot pricing for new landscape and irrigation and pricing for point of connection upgrades

such as controller replacement, master valve installation, etc. A significant contingency will be included in these estimates to allow for unknown or unforeseen issues. This report will also make recommendations regarding priority/order of the work, based on the amount of benefit to be derived from the improvements. These recommendations will not be site specific; they will be generic to the type of improvement. After City staff reviews this document, a virtual meeting will be held to discuss the report and revisions that may be needed. A final report will be prepared and submitted which will complete our scope of work.

Work and Deliverables

- One virtual meeting, including prep and minutes
- Final Recommendation Report

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 2.3 and **REPLACE** with the following:

"2.3 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 a particular Agreement, as defined in Exhibit "A," 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 up to the amount authorized by the City Council ("Contract Contingency"); 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.

II. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). 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."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor's Fee Proposal is based on all reasonable costs necessary to perform the Right-of-Way Irrigation System Assessment – Project 340. For these requisite services, Contractor proposes the following Not to Exceed Lump Sum Fee:

	Task & Description	Project Landscape Architect $195	Senior Irrigation Designer $155	Quality Control $195	Senior Landscape Designer $155	Administrative $125	Total ($)
A	Data Collection	51	51			1	$17,975
B	Summary	11	11			1	$ 3,975
C	Draft	39	39	2	16	1	$16,645
D	Final report	30	30	2		1	$11,015
	Reimbursable						$ 500
	TOTAL						**$50,110**

Exclusions

1. Testing of systems and equipment for functionality, water audits and pressure testing.
2. Plans, details, and estimates
3. Conceptual planting designs
4. Printed work products (all materials will be in digital format)

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

	2023				
	APRIL	MAY	JUNE	JULY	AUG.
DATA COLLECTION					
SUMMARY					
DRAFT REPORT					
FINAL REPORT					

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/24/2023

SUBJECT: **Award a Contract for a Security System Evaluation of City Facilities, Project 343**

RECOMMENDATION

Award a contract to Triad Consulting Group for a security system evaluation of City facilities, Project 343, for $125,000 and authorize a contingency of $12,500.

DISCUSSION

The City has various cameras, card access readers, and security systems at its facilities. The systems were installed at different times by different vendors and often as part of separate projects. The disparate systems do not work together seamlessly and maintaining different hardware and software platforms is inefficient. The FY 2022-23 Capital Improvement Program includes a project to evaluate City security systems and recommend improvements and best management practices for an effective and integrated security system that will enhance safety at City facilities for employees and residents.

Public Works released a Request for Proposals for security assessment services and received responses from Aegis Security & Investigations, Guidepost Solutions, and Triad Consulting. Public Works, Police and Recreation and Community Services interviewed the top firms and recommend Triad Consulting Group as the most qualified. The firm comes highly recommended and has completed similar assessments for the cities of Orange and Manhattan Beach, and the University of California, Irvine, and was recently awarded the Oak Knoll Park security improvements design contract.

Triad Consulting Group, working in collaborating with Public Works, Police, RCS, and Information Technology will inspect City facilities, review policies and procedures, prepare a master implementation plan, and estimate costs for the improvements.

BUDGET IMPACT

The estimated cost is $137,500 and sufficient amounts are budgeted in the City Capital Projects Fund for this project.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract
Qualifications

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

TRIAD CONSULTING AND SYSTEM DESIGN GROUP

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
TRIAD CONSULTING AND SYSTEM DESIGN GROUP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20___ by and between the City of Cypress, a California municipal corporation ("City") and TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC ("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 One-hundred and twenty-five thousand Dollars ($125,000) (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:

GREGORY BRANDON - PRINCIPAL

(Name)	(Title)
MIKE LIEWELLING	MANAGING DIRECTOR
(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 Director of Public Works 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] GB
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 CB

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

Anne Hertz-Mallari, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

TRIAD CONSULTING & SYSTEM DESIGN GROUP

By: Gregory W. Brandon
Name: GREGORY W. BRANDON
Title: PRINCIPAL

By: Mike Ullwelling
Name: MIKE ULLWELLING
Title: MANAGING DIRECTOR

Address: 2925 MIRA VISTA WAY
CORONA, CA 92881

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. SCOPE OF SERVICES

PROJECT BACKGROUND

The scope of work is separated into the following phases:

1. Assessment - Investigative Phase
2. Analysis – Recommendations Development Phase
3. Report Deliverable Phase

PHASES/TASKS

1. Assessment - Investigative Phase

1.1 Project kick-off meeting between City of Cypress (City) and Triad Consulting project managers:

(a) Request relevant documentation (drawings - architectural, system 'as-builts' (if available), policies and protocols, existing standards, previous security assessment reports.

(b) Discuss strategy and scheduling for conducting on-site assessments, escorts/access, meetings with individual stakeholder groups (Public Works, IT, City Management, Law Enforcement, Cypress PD, Parks & Rec, and HR)

(c) Establish preferred protocols for communicating progress, issues and solutions, schedule, deliverables. Assumption is weekly tele-conference and monthly performance report included with invoice.

1.2 Review of City supplied documentation and CAP Index Crime Risk stats by Triad Consulting subject matter teams and have internal coordination meeting.

1.3 Have meeting with City stakeholders to identify/confirm internal and external threats on and off hours. Pair with critical assets at facilities to be assessed.

1.4 Conduct on-site information gathering meetings with City key stakeholders (suggest Public Works, IT, Cypress PD, Parks & Rec, City Management, HR). Among topics typically addressed in this meeting include; past incidents, know vulnerabilities, critical departmental assets and departmental policies and processes that address security and or have an overall effect on the City's security posture.

1.5 Perform site assessments at the following City of Cypress facilities; City Hall (including Council Chambers), Police Department, Senior Center,

Community Center, Maintenance Yard, and Lexington Park. The assessment will be conducted during business hours with a follow-up after hours assessment. The site security assessment will follow ASIS assessment methodologies and consist of City facility and park perimeters, fences, gates, signage, parking, building exteriors, public accessible spaces and portals, control rooms, IT rooms/cabinets, asset storage, and lighting. On-site observations include review of existing physical and electronic security elements, CPTED features, and evaluation of operational security protocols at the site to identify potential vulnerabilities. Existing security systems will be evaluated for effectiveness, gaps in application or coverage, and best industry practices.

1.6 Provide a briefing to the City's project stakeholder group of findings verse industry best practices at the conclusion of the assessments.

1.7 Conduct a workshop of discuss available electronic security systems (ESS) and product attributes that are considered best in class and with input from City develop technical requirements that best meet the current and future needs for the City's ESS.

2. Analysis – Recommendations Development Phase

2.1 Analyze data collected, conducting gap and needs analysis for all physical spaces of the sites assessed.

2.2 Identify and prioritize security risk found in and around City properties.

2.3 Using the technical requirements developed for ESS, Triad Consulting will evaluate potential solutions that best meet the City's needs and create a weighted *ESS Recommendations Matrix.*

2.4 Coordinate meetings/demos of vendor products/systems that have an acceptable weighted score on the *ESS Recommendations Matrix.*

2.5 Conduct an internal review of strengths and weaknesses at each location and develop recommendations and associated ROM costs to mitigate identified vulnerabilities and deficiencies.

2.6 Conduct a workshop with the City's project stakeholder group to discuss recommended security enhancements, associated ROM costs, prioritization, and potential phasing of a capital improvement program.

3. Report Deliverable Phase

3.1 Develop project deliverables which will include:

(a) *Site Security Assessment Reports* of the six locations assessed. These reports will be included in the Appendix Section of the Security System Master Plan (SSMP) and will have recommendations on a site specific level for physical, electronic and operational security enhancements and their associated ROM Costs.

(b) *System Security Master Plan* that includes enterprise (City-wide) recommendations for physical, electronic, and operational security improvements to enhance the City's security program. These recommendations are prioritized and include recommended phasing. ROM costs are aggregated from the site security assessment reports and are delineated by site and recommended security element (i.e. access control, surveillance, gates/fencings, signage, etc.)

(c) *Security Standards* for the deployment of Physical and Electronic Security. Standards are created based on the products/systems scored highest in the *ESS Recommendations Matrix* and selected by the City.

3.2 Deliver and discuss SSMP to the City's project stakeholder group at 60% and 90% progress milestones.

3.3 Upon delivery of the 100% SSMP, Triad Consulting will prepare and present report findings in up to two management/executive/council briefings.

II. GENERAL REQUIREMENTS for SCOPE OF SERVICES

A. Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

B. Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats or as approved by the Contract Officer: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings:

AutoCAD and Adobe Acrobat Reader. All final files shall be submitted electronically via a file-share cloud service approved by the City Engineer.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

The Consultant agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

C. Key Personnel: The Consultant shall not reassign any personnel mentioned in the SOQ/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

The Consultant's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Consultant's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

D. UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Consultant. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

E. AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such

representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement

F. CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

G. SUBCONSULTANTS/SUBCONSULTANT: The City reserves the right of prior approval of all Subconsultants and retains the right to request the Consultant to terminate any Subconsultant, for any reason deemed appropriate by the City, by so notifying the Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said Subconsultant immediately.

   The City shall have no liability to any Subconsultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Consultant.

H. Direct Expenses: It is expected that the Consultant has extensive knowledge and experience performing this type of work. The Consultant shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"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 a particular Agreement, as defined in Exhibit "A," 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 up to the amount authorized by the City Council ("Contract Contingency"); 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.

III. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

CITY FACILITY SECURITY ASSESSMENT – PROJECT 343

TASK DESCRIPTION	PRINCIPAL/PM QC $225	SR. SECURITY CONSULTANT $200	SR. PUBLIC SAFETY CONSULTANT $200	SR. SYSTEM ENGINEER $175	SR. CONVERGENCE CONSULTANT $200	TECHNICAL SERVICES $120	PHASE HOURS	PHASE COST
ASSESSMENT	41	71	8	63	3	8	194	$ 37,610
ANALYSIS	26	55	13	90	3	0	187	$ 35,800
DELIVERABLES	33	152	10	51	2	10	258	$ 50,350
TOTAL HOURS	100	278	31	204	8	18	639	$ 123,760
							Reimbursables	$ 1,240
							TOTAL	**$125,000**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The Schedule of Performance for the City Facility Security Assessment is as follows:

TASK	DURATION
Assessment	6 Weeks
Analysis	6 Week
Deliverables and City Review	8 Weeks

CITY OF CYPRESS
PUBLIC WORKS DEPARTMENT

December 15, 2022

Request for Proposal (RFP)

City Facility Security System Assessment
By:

Triad Consulting & System Design Group, LLC

Corona, CA · Portland, OR · Phoenix, AZ
Contact person: Gregory Brandon, Principal
2925 Mira Vista Way, Corona, CA 92881
Tel: 949-943-9422

TRIAD CONSULTING
SYSTEM DESIGN GROUP

City of Cypress
Public Works Department
Attn: Nick Mangkalakiri, PE
5275 Orange Avenue
Cypress, CA 90630

Subject: **RFP – City Facility Security System Assessment**

Dear Nick:

Triad Consulting & System Design Group (Triad Consulting) is pleased to submit to the City of Cypress (City) this proposal in response to the RFP for *City Facility Security System Assessment.*

Triad Consulting is a California registered, limited-liability corporation founded in 2012 with headquarters in Corona, California and satellite offices in Portland, Oregon, and Phoenix, Arizona. Triad Consulting has a strong, ASIS credentialled team with exceptional experience in conducting security assessments of municipal facilities, developing concise security assessment reports containing physical, electronic, and operational security recommendations and their associated implementation costs, providing product and enterprise system recommendations, understanding and explaining integration constraints among products and systems.

Our significant body of work in public sector projects allows us to understand issues faced by government clients in terms of project costs and maximizing value, vendor selection and necessity for comprehensive planning, product ease of use and long-term reliability.

Our proposal response is laid out consistent with the stated requirements of the RFP. Please use the Table of Contents on the following page as a guide to our proposal. A separate electronic Cost Proposal has been provided separately.

We are genuinely excited to partner with you on this important project. Please contact me if you have any questions. I am authorized, along with business partner and co-founder Mike Ulwelling to negotiate and execute a contract with the City on behalf of Triad Consulting.

Sincerely,

Gregory W. Brandon
Principal
T: 949-943-9422
E: gbrandon@triadsdg.com

Mike Ulwelling, CPP
Managing Director
T: 503-505-3665
E: mulwelling@triadsdg.com

* Triad Consulting is a California Certified Minority Business Enterprise (MBE)

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1. MINIMUM QUALIFICATIONS

- Triad Consulting's core competency is physical security consulting and electronic security system design with vast experience with municipal and government- entities. Triad Consulting is headquartered in Corona, California approximately 30 miles from the City of Cypress. The project will be managed and performed from our Corona, California location.

- Triad Consulting has performed security system assessments since our formation in 2012. Triad Consulting recently provided security assessments and recommendations reports for City of Orange, City of Manhattan Beach, City of Thousand Oaks, Yolo County Public Works, Las Virgenes Municipal Water District (Calabasas, CA). We have assisted in selection of integrated security management platforms and provided system designs for City of Orange, City of Manhattan Beach, City of Palmdale, City of Temecula, and City of Portland, OR.

- Triad Consulting's owners are directly involved in projects and principal owner Gregg Brandon will manage this project. Key decisions and issue resolution can be made expediently to keep the project on schedule and budget.

- A large team of senior consultants and system engineers including ASIS credentialled experts at security system assessments, electronic system design and cost estimating. The project team has over 150 years of cumulative experience.

2. FIRM ORGANIZATION, CREDENTIALS, BACKGROUND

Profile: Triad Consulting & System Design Group (Triad Consulting) is a California registered, limited liability corporation headquartered in Corona, CA with offices in Portland, OR and Phoenix, AZ. Founded in 2012, the principals of Triad Consulting had previously built and managed the largest physical security consulting practice in the nation. With a staff of ten employees, Triad Consulting provides expert security consulting and electronic security system design services to government-entity customers across the nation. This project will be managed and performed from our office in Corona.

What We Do: Triad Consulting provides security plan development that defines "What", "Where", "How", and "When" improvements to a security program should be made. Triad Consulting believes an effective security program takes a holistic approach in balancing the elements of physical, operational, and technological security.

A compete security plan integrates facility design features, physical security measures, and appropriately planned and implemented security technology, with a comprehensive system of operational policies, procedures, methodologies, and security personnel, to ensure a safe and secure environment. This approach reinforces the benefits each security element may provide on its own, so that the whole is greater than the sum of its parts. Consequently, no individual element of this total program can be singled out for removal or stand-alone implementation, without a direct and adverse effect on the totality of the security approach. Triad Consulting's unique blend of operational and technological experts ensure you receive the most cost-effective solutions to your security program challenges.

Triad Consulting has significant experience in providing security assessment, electronic systems and infrastructure/technology consulting and comprehensive design services. We understand how electronic systems and information technology converge, providing important safeguards to technology projects. We excel at the challenge of successfully developing and implementing security measures from concept through installation oversight. Most Triad Consulting projects include a comprehensive analysis of products and manufacturers, to support our clients in the search for the best security system solution. Triad Consulting is known for its continuing research, relationships and familiarity with the products and services of the security industry at-large.

Triad Consulting

Areas of Expertise:

Security Management

Security Assessments
Security Master Planning
Policies and Procedures
Organization / Staffing
Operations Centers

Electronic Systems

Video Surveillance
Access Control
Intrusion Alarm
Fire Alarm
Communications
Data Infrastructure
Networks
System Optimization
Integrated Design

Physical Security

Fences & Gates
CPTED
Signage
Bollards and Barriers
Key Control
Door Hardware
Security Lighting

Technical Expertise: Triad Consulting's technical subject matter experts are recognized nationally as experts in the field of electronic security systems. Triad Consulting stays current with changes to technology and products in a number of ways. At industry events regionally and nationally, our staff

reviews the latest products and participates as program speakers on emerging video, access control, and communications technology and their applications. Our staff actively participates on Security Industry Association and ASIS International technology committee panels, participates in national credential development initiatives and is regularly consulted by manufacturers on the appropriate application of emerging technology.

Triad Consulting has a great deal of experience with electronic security systems both old and new, obsolete and cutting edge. From alarm systems, access control, video surveillance, communications, and the like, our diverse project base has demanded we become experts on all major systems and how they work together.

Statement of Non-Affiliation: Triad Consulting is an independent consulting firm, unaffiliated with any manufactured product or contracting entity. As such, we have no biases other than to serve the best interests of our clients. Why is this important? The recommendations that Triad Consulting can provide a client are not limited. With no single system manufacturer right for every situation, Triad Consulting can make you aware of options available to meet your specific requirements without the additional cost burdens of features or products that do not compliment operational needs.

Credentials: Credentials: One member of Triad Consulting's project team is a Certified Protection Professionals (CPP) and two members have attained a Physical Security Professional (PSP) credential. ASIS International, the preeminent international organization for security professionals, administers the CPP and PSP programs. The ASIS certification program is the first program of its kind to be awarded the **SAFETY Act Designation** by the U.S. Department of Homeland Security.

Throughout the world, the Certified Protection Professional (CPP) designation is acknowledged as the security profession's highest recognition of practitioners. It is evidence that an individual is "Board Certified in Security Management." The CPP™ is awarded based upon experience, education, and passage of an examination that provides an objective measure of an individual's broad-based knowledge and competency in security management.

The Physical Security Professional (PSP) credential provides demonstrated knowledge and experience in threat assessment and risk analysis; integrated physical security systems; and the appropriate identification, implementation, and ongoing evaluation of security measures. Those who earn the PSP are ASIS Board "Certified in Physical Security". Ongoing professional development is required in order to maintain both of the above credentials

Demonstrated Competence: Triad Consulting has never been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or responding for work for any public agency with California or nationwide since our inception in 2012. Triad Consulting in unique in that we possess expertise in operational, physical, network, and electronic security. We are able to cover a project from concept to close-out with in-house senior staff. Managing this expertise our two co-founders and owners of the firm set a clear line of communication and performance expectations with both staff and our satisfied cliental. As such, we have never been terminated from any project due to contract dispute or claim filed against Triad Consulting.

SAMPLE RELEVANT PROJECTS

The following is an overview of some of our past projects directly related to municipal and government agency security assessments, systems evaluations, recommendations reports, security master plans, and security design . We have highlighted relevant elements to offer a quick snapshot of how our expertise can be applied to the City of Cypress project.

Table 1. Relevant Municipal and Government-Entity Security Evaluation/Assessment Projects Table

Client/Project	Security Assessments	Assessment Recommendations Report	Physical and Electronic Security Design	Year Completed
City of Orange – City-wide Electronic Security Evaluation and Recommendations, Electronic Security System Design	√	√	√	Ongoing
City of Manhattan Beach – City-wide Video Surveillance Evaluation and Recommendations, Video Surveillance System Design	√	√	√	Ongoing
City of Palmdale – City-wide Security Assessment and Electronic Security Conceptual Design	√		√	2022
Metropolitan Water District of Southern California – Threat & Vulnerability Assessment Update and Recommendations Report, Electronic Security Design	√	√	√	2021
City of Rohnert Park – Electronic Security System Evaluation, Electronic Security System Design	√	√	√	Ongoing
Yolo County – County-wide Electronic Security System Evaluation and Security Master Plan	√	√		2021
Orange County Fire Authority Headquarters Complex – Electronic Security System Evaluation and Recommendations, Electronic Security System Design	√	√	√	2022
University of California, Irvine – Campus-wide Security Assessment, Security Master Plan, Electronic Security System Design	√	√	√	Ongoing
Las Virgenes Municipal Water District – Security Assessments and Security Master Plan	√	√		2020
Jefferson County, CO – Security Assessment, Security Master Plan	√	√		2018
City of Portland, OR – City-wide Security Assessment, Security Master Plan, Security Operations Center Design	√	√		2019
San Mateo County – County-wide Access Control Evaluation and Recommendations	√	√		Ongoing
Maricopa Association of Governments – Security Assessment and Recommendations, Electronic Security Design	√	√	√	2021

REFERENCE PROJECTS

We have provided three Orange County, government-entity project profiles in **Section 3. – Experience** that describe recent and relevant experience with security system assessments, recommendations, electronic security design.

These projects include:

1. **City of Orange** – City-wide Electronic Security Evaluation and Recommendations, Electronic Security Design
2. **Orange County Fire Authority Headquarters Complex** – Electronic Security Evaluations and Recommendations, Electronic Security Design
3. **University of California, Irvine** – Security Assessments, Security Master Plan, Technology Selection, Electronic Security Design

SELECTED GOVERNMENT CLIENTS

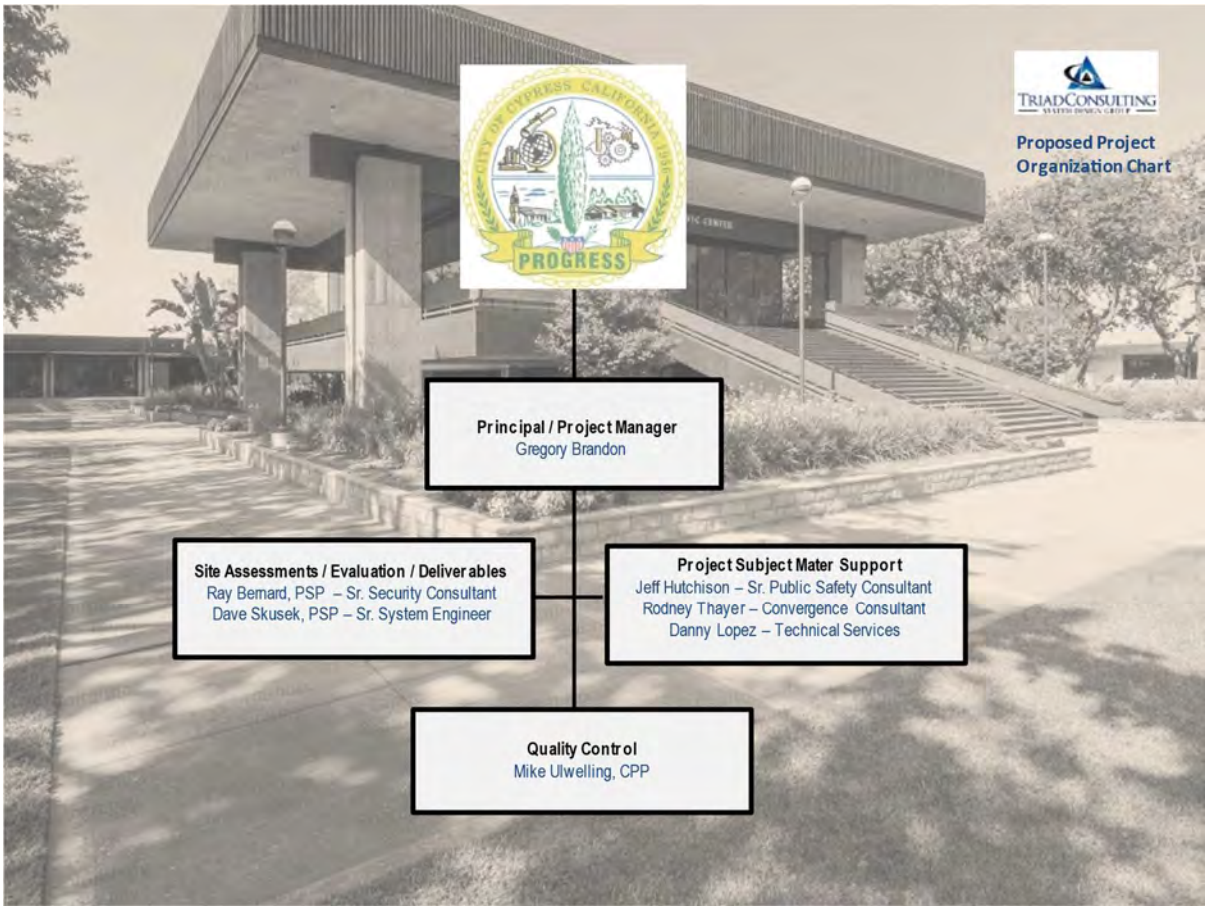
City of Los Angeles
City of Portland (OR)
City of Riverside
City of Albuquerque (NM)
City of Temecula
City of Buena Park
City of Orange
City of Manhattan Beach
City of Thousand Oaks
City of Rohnert Park
Town of Yucca Valley
County of Riverside
County of Yolo
County of Los Angeles
County of Santa Barbara
County of San Mateo
County of Orange
County of Canyon (ID)
County of King (WA)
County of Jefferson (CO)
County of Johnson (KS)
Maricopa Association of Governments (AZ)
Utah Transit Agency (UT)
Pierce Transit, Tacoma (WA)
Los Angeles Metro
Port of Oakland
Port of Long Beach
San Diego International Airport
John Wayne Airport
Southern California Logistics Airport
Metropolitan Water District of Southern California
Placer County Water Agency
Tarrant Regional Water District (TX)
Eastern Municipal Water District
Contra Costa Water District
Inland Empire Utilities Authority
Las Virgenes Municipal Water District
Foothill Municipal Water District
Massachusetts Water Resource Authority (MA)
San Jacinto Unified School District
Lake Elsinore Unified School District
Eugene School District 4J (OR)
University of California, Irvine
California State University, Fullerton
Oregon State University (OR)
Tarrant County College District (TX)
Judicial Council of California
Veteran Affairs Medical Center, Boston, MA
Detroit Regional Convention Facility Authority (MI)
Las Vegas Convention Center (NV)
Riverside County Health System

2. TEAM QUALIFICATIONS

To provide the City of Cypress with knowledgeable, cost-effective security consulting services, Triad Consulting proposes a 100% in-house team of subject matter experts made up of experienced and qualified security assessment professionals, physical and electronic security design experts, and the required combination of security management and advisory experience to meet the complete satisfaction of the City. ***As a note, for this project Ray Bernard a nationally acclaimed, physical security consultant is joining the Triad Consulting team as a contract consultant bringing his exceptional experience in security program evaluations.*** Senior staff and management at Triad Consulting have known and respected Ray for well over a decade and welcome his participation on this project.

Below is a brief synopsis of the experience and qualifications of the Triad Consulting project team. An enlarged Organizational Chart of the one depicted in Diagram 1 and Professional Resumes of the Project Team are included in the Appendix Section of this proposal response. This team is available to commence with this important project immediately and remain engaged through the duration of the contract.

Diagram 1- Organizational Chart



KEY PERSONNEL

Gregory "Gregg" Brandon – Principal/Project Manager (Available 75%)



Gregg serves as principal-in-charge for Triad Consulting. One of the firm's co-founders, Gregg has nearly 30 years of experience managing and providing oversight to critical infrastructure security projects across the nation. His career includes leading the nation's largest security practice for a national engineering firm and working with leading security consultants, integrators, and manufactures. Gregg has a Bachelor of Science Degree in Communications from California State University Fullerton and has provided hands on management of electronic security projects for: City of Los Angeles, City of Orange, City of Temecula, City of Manhattan Beach, Riverside County, Los Angeles County, Orange County Fire Authority, Metropolitan Water District, John Wayne Airport, and University of California, Irvine. Gregg will provide 'hands-on' project management for this project.

Ray Bernard, PSP – Senior Security Consultant (Available 65%)



Ray has over 30 years of experience as a security program and technology consultant, with extensive security system design and deployment work and a strong information systems technology background. Ray has led many noteworthy security projects from international airports, nuclear disarmament facilities, sports stadiums, school districts, water districts, electric utilities, oil and gas facilities, manufacturing plants and multiple-tower high-rise facilities. He is the author of the Elsevier book *Security Technology Convergence Insights*, and a contributing author to the *Encyclopedia of Security Management, Second Edition*, covering the topics "The Convergence of Physical Security and IT", "Access Control Levels", and "Authentication, Authorization and Cryptography." Ray has been an active instructor for ASIS workshops for over 15 years and has written over 400 articles for leading security magazines. Ray's multi-site municipal security assessment, technology design and deployment clients include City of San Diego (CA), Port Authority of New York and New Jersey, Metropolitan Water District of Southern California, Santa Clara County (CA), City of Philadelphia (PA) Veteran's Stadium, City of Atlanta (GA), City of Burbank (CA), and the City of Vancouver (Canada). Ray is the assessment lead for the project and will author the Security Risk Assessment Report.

Dave Skusek, PSP – Senior System Engineer (Available 50%)



Dave is a senior system engineer with over 30 years of security systems engineering experience. Dave has contributed to the security of many of our nation's critical infrastructures through the assessment and design of electronic security systems for iconic bridges, historic municipal structures, major air/seaports, medical centers, transportation centers, courthouses, colleges and universities, water and wastewater agencies, correctional facilities, and convention centers. Dave is recognized nationally as a security technology expert with an exceptional grasp of system differentiators and has presented at security industry conferences on advanced security systems. Dave is a certified Physical Security Professional through ASIS International and has an AA Degree in Electronics Engineering-Communications from Milwaukee Area Technical College. Dave has provided security system evaluations and integrated security system design services on hundreds of projects including enterprise-wide projects for the City of Orange, City of Los Angeles, Orange County Fire Authority, University of California Irvine, Riverside County Health System, Placer County Water Agency, New York City – East River Bridges, Ontario International Airport, and John Wayne Airport. Dave will also be active in facility assessments and evaluation, recommendations and ROM costs for electronic security.

Jeff Hutchison – Sr. Public Safety Consultant (Available 25%)



Jeff Hutchison, a member of the Triad Consulting team for 3 years was formerly the Assistant Chief of Police of the University of California, Irvine Police Department, has over 33 years of law enforcement experience, 13 years of which he served as the Assistant Chief (including 2 years as Interim Chief of Police) with the UC Irvine Police Department. Jeff began his career with the San Diego Police Department. While with the San Diego Police Department, he worked as a patrol officer, Special Weapons and Tactics (SWAT) team member, juvenile intervention officer, investigations, and duty lieutenant's aide. As Assistant Chief at UCI, Jeff was responsible for overseeing all Department operations including its three major Divisions – Patrol, Investigations and Administration. Jeff was a member of the UCI Security Assessment Committee with responsibilities for developing the campus standards for access control, surveillance cameras, intrusion alarms, panic alarms, emergency notifications systems and fire alarms. Jeff earned a Bachelor of Arts degree in Criminal Justice from National University. Jeff has provided subject matter expertise to security projects for LA Metro, Tarrant Regional Water District, San Jacinto USD, RHP Properties, Maricopa Association of Governments. Jeff will assist in policy review as the relate to security systems and analyze crime/risk profiles of the facilities.

Danny Lopez – Technical Services (Available 40%)



Danny has over a decade of experience providing computer aided drafting (CAD) and system design services in the Architect / Engineer / Consultant (AEC) industry. Danny has worked with the Triad Consulting team since its inception and holds several design certifications for electronic security systems. Danny has provided Triad Consulting with considerable field support including security assessments, field surveys and existing system audits for the creation of as-built documentation. Danny has conducted on-site assessments and provided designs at University of California, Irvine, City of Palmdale, City of Rohnert Park, Pierce Transit, City of Thousand Oaks, Foothill Municipal Water District, and Riverside County Health System. Danny will provide technical support for assessments and ROM costing.

Rodney Thayer – Network Security Consultant (Available 30%)



Rodney Thayer a nationally recognized expert in "convergence engineering" the evaluation, specification, and successful deployment of network-attached systems. Rodney has decades of experience with network protocols in various roles including specification, standardization, implementation, deployment, troubleshooting, and attach/defense research infrastructure. Rodney has experience with a wide variety of network technologies applying security controls to embedded systems. Among Rodney's municipal experience was providing cyber security assessments for 14 municipal water departments as part of Risk and Resilience Assessment projects. Rodney will ensure physical security protections are sufficient for network infrastructure and assets.

Mike Ulwelling, CPP – Quality Control (Available 35%)



Mike is co-founder and Managing Partner of Triad Consulting and has 28 years of broad-based experience in the security and alarm industry having worked for system and product manufacturers, integrators, and consulting firms. Mike is Board Certified in Security Management as a Certified Protection Professional (CPP) through ASIS International. Mike has a BSEE from Marquette University and an MBA from Pepperdine University. Mike possesses a comprehensive understanding of security management, consulting, security and fire alarm system design, and project/program management. In addition, Mike has vast expertise in planning, assessments, existing system evaluations, field surveys, needs analysis, cost/benefit analysis, technology recommendations, system design, construction support, project and program management. Relevant planning/design experience for government clients include City of Portland (OR), City of Palmdale, City of Rohnert Park, Placer County Water Agency, Yolo County, Tarrant Regional Water District (TX), Foothill Municipal Water District, and University of California, Irvine. Mike will provide quality control of Triad Consulting's process and all deliverables.

3. EXPERIENCE

1 CITY OF ORANGE



Security Audit, Electronic Access Control and Alarm Replacement Projects, Fire Station Security Design, Handy and El Camino Park Assessment and Security Design, Security Operations Center Optimization (2019-Present)

In September of 2019 Triad Consulting was awarded a contract by the City of Orange to be prime consultant and system designer in the replacement of the City's antiquated electronic access control system at nine City locations including the Civic Center campus, Police Department, and Corporate Yard.

The project goals included:

- Develop RFP for replacement of existing electronic access control system (EACS)
- Move access control functions onto the City's existing Genetec Security Center platform that is used for video surveillance

The preliminary design phase of the project included stakeholder meetings to discuss desired system requirements and site surveys at the nine locations to evaluate the existing EACS (Keri Systems) to determine if existing power sources, door hardware, and wiring infrastructure can be utilized by the new system and verified space requirements in IDF rooms. As part of the preliminary design, Triad Consulting reviewed card readers and card technology and provided recommendations to transition to current industry standards.

During the design phase Triad Consulting provided the City with conceptual design drawings and ROM estimates for review and confirmation by the City and then 95% and 100% Bid Document Packages that included:

- Detailed drawings indicating device locations, door details, control and power locations, door details, wire connection details, and single-line diagrams
- Technical Specifications coordinated with City standard contract requirements
- Revised ROM cost estimates
- Bid Assistance
- Construction Administration

Triad Consulting provided bid assistance and construction administration for the project as well. As a second project Triad Consulting was awarded a contract in 2020 to provide alarm system replacement at 23 City-owned buildings and integrate those alarms into the Genetec Security Center platform. Project tasks include site survey to verify alarm point locations and evaluate alarm panels and IDF room space requirements. Design documents include preliminary design, 90%, and 100% Design packages.

Also, in 2020 Triad Consulting was awarded a contract to provide electronic security (access control, alarm, video surveillance) design services for the City's new Fire Department Headquarters and Station. This contract is directly with the City and includes coordination with the project architect, WLC Architects. Triad Consulting was inserted into the project during the project design phase and asked to provide Construction Document package of drawings, technical specifications, and ROM estimates, Bid Assistance, and Construction Administration

In 2022, Triad Consulting was awarded a contract to analyze the City's Security Operations Center and recommend improvements to the Genetec Security Center configuration, camera settings to optimize live and recorded views, identify requirements for license plate recognition (LPR) cameras, and improve Dispatch use of video surveillance. This project is on-going. Project team members include Gregory Brandon; Dave Skusek, PSP; and Danny Lopez.

Total Professional Service Fees: $139,170

Contact: Mike Dering, PMP – Project Manager Information Technology
City of Orange, 300 E. Chapman Ave., Orange, CA 92866
T: 714-744-2285
E: MDering@CityofOrange.org

2 ORANGE COUNTY FIRE AUTHORITY



Headquarters Complex - Access Control Design and Construction Services (2021-2022)

Triad Consulting has awarded a contract based off of an RFQ seeking experienced firms in enhancing the safety and security of its Regional Fire Operations and Training Center. Services include, evaluation of existing systems, products, and technology; design, engineering, development of technical specifications to enable preparation of a complete bid-ready construction document package of an Electronic Access Control Package.

Triad Consulting began the project with a review of existing documentation including OCFA's existing vulnerability assessment report, site drawings, OCFA policies and procedures as they relate to access control, and system logs of the existing access control system.

Triad Consulting meet with OCFA project stakeholders to review access control system requirements and understand the use of access control at the facilities and interface, or desired interface, with other systems including video surveillance. Triad Consulting then provided a thorough site survey of existing and desired access control and alarm points and confirmed IDF space requirements, suitability of existing power, door hardware, pathways, and existing wiring infrastructure for potential reuse.

Triad Consulting prepared a preliminary ROM cost estimate and discovered that OCFA had budget in their project to also design and substantially implement desired video surveillance replacement into this project. Triad Consulting provided OCFA with a conceptual design document package for OCFA approval followed by 50%, 95%, and Final Construction Document packages. Project team members include Gregory Brandon, Dave Skusek, PSP, and Danny Lopez.

Total Professional Service Fees: $93,955

Contact: Patrick Bauer – Project Manager, Logistics Division OCFA
T: 714-573-6471
E: PatrickBauer@ocfa.org

3 UNIVERSITY OF CALIFORNIA IRVINE



Security Assessment and Security Master Plan, Electronic Security System Design (2012-ongoing)

Triad Consulting has been the University of California, Irvine's (UCI) security consultant and system design expert since 2012. During this time Triad Consulting has participated in over 25 security assessment, consulting and design projects. Highlights of Triad Consulting's work with UCI include:

- University-wide assessments of over 100 UCI facilities including lecture halls, classrooms, research, student services, administrative, athletic, recreation, and operations facilities. Assessments included a review of physical and electronic security features and identification of vulnerabilities to staff, students, faculty, and assets. Triad Consulting has evaluated policies and procedures relating to the security function and analyzed the University's Emergency Response Plan. (2014-2015)
- Electronic security system (access control, alarm, video surveillance) design for 17 research buildings. (2016-2019)
- Electronic system design, video system replacement, and new campus-wide security management system for Police Dispatch Center. (2012-2016)
- Services agreement for the programming of the University's security management platform. (2014)
- On-Call Agreements in 2015, 2016, 2018, 2019, and 2020
- Design campus-wide alarm panel replacement. 2016-2019)
- Electronic security systems (access control, alarm, video surveillance) design for five child care centers. (2016-2017)
- Security Assessment and Recommendations Report for University-owned art museum in Laguna Beach and design of electronic security systems (access control, alarm, video surveillance). (2016-2017)
- Engineering study and design of replacement campus emergency phone system. (2016-2018)
- Engineering study, design, and owner's rep/project management for video storage architecture of University's video surveillance system. (2018-2020)
- Electronic security systems (access control, alarm, video surveillance) design at Student Services Center. (2018-2020)
- Access control migration project (JCI Pegasus 2000 to Software House C-Cure) and campus-wide electronic lockdown design services. (2019-present)
- Electronic security systems design (alarm, access control, video surveillance) for Beckman Laser Institute (2020-2021)

Triad Consulting has performed assessments, strategic planning, site investigative surveys, system evaluations/audits, preliminary design reports, cost estimating, bid package preparation, bid assistance, construction administration, project management, and programming support for the growing and ever-changing campus security program. Project team members include Gregory Brandon; Dave Skusek, PSP, Mike Ulwelling, CPP, and Danny Lopez.

Total Professional Services Fees: $1,486,000

Contact: Kyoko Adachi, AIA – Project Management Facilities
University of California Irvine, Facilities Department
T: 949-824-9520
E: KAdachi@uci.edu.com

4. APPROACH/PROPOSED WORK PLAN

Understanding of Scope: The City of Cypress (City) is seeking a qualified professional security consulting firm to provide a security system assessment of six (6) City owned facilities and sites, then develop a comprehensive Security System Risk Assessment Report containing a) electronic (technical) and physical security system measures to mitigate or reduce risk to acceptable levels for staff, information, and physical assets; b) recommend hardware, software, and overall enterprise (comprehensive) systems based on City requirements and industry standards; c) recommendations for policies and procedures based on best management practices for electronic security systems (access control, video surveillance, alarm, communications) related to the installation, maintenance, and management of the various systems; d) prepare phased implementation strategies and cost estimates based on criticality, priority, and funding

Discovery Approach:

- **Stakeholder Engagement:** Triad Consulting will work with the City to develop a decision-making framework for the project that creates requirements for implementing a comprehensive security management system. We will seek to understand current systems operation, sought-after functionality, desired interfaces with other City productivity and security products and systems; needed scalability, and required internal and external support.

  We will pursue developing this framework through information gathering meetings with City project stakeholders in Public Works, IT, City Management, Law Enforcement / Public Safety, and HR. Triad Consulting estimates approximately 5 of these meetings during discovery. An additional meeting with the City's project stakeholder group after we have review crime/risk statistics will be to confirm threats and pair threats with critical assets.

- **Site Security Assessments:** Triad Consulting begins site surveys with preparation prior to on-site activities. Triad Consulting will download facility drawings/aerial diagrams into tablets with PlanGrid application software to efficiently document existing conditions. The site security assessment will follow ASIS assessment methodologies and consist of City facility and park perimeters, fences, gates, signage, parking, building exteriors, public accessible spaces and portals, control rooms, IT rooms/cabinets, asset storage, and lighting. On-site observations include review of existing physical and electronic security elements, CPTED features, and evaluation of operational security protocols at the site to identify potential vulnerabilities. Existing security systems will be evaluated for effectiveness, gaps in application or coverage, and best industry practices. All assessments are conducted by senior staff.

Triad Consulting believes in taking collaborative steps to inform our clients to progress, findings, and next steps. As a final action to this task Triad Consulting will present to the City's project stakeholder group our findings and identified deviations from 'best practices'.

Enterprise Integrated Security System Recommendations Approach:

Triad Consulting has extensive experience in security system design. Our approach is to analyze recommendations and City functional requirements with site constraints (often limited communications bandwidth, or easily available power in parking lots or parks) to develop system performance criteria needed. Triad Consulting then conducts a workshop to introduce to the City stakeholder group available products / systems / technology that will meet the requirements of the City and assist in selecting the most cost-effective solution. Triad Consulting developed standards include Technical Guideline specifications that narrate not only the products selected, but the standards to which they are documented, installed, programmed, and maintained.

Report Preparation Approach:

Triad Consulting develops Security System Risk Assessment Reports that detail existing security conditions and recommendations for electronic, physical, and operational security improvements to mitigate vulnerabilities and meet industry best practices. Rough Order of Magnitude Cost Estimates are developed by facility and by security element (i.e., fencing, lighting, video surveillance, access control, etc.) to assist the City in making informed decisions in Capital Improvement Planning. Once recommendations are developed and cost estimated. Triad Consulting conducts a workshop to discuss preliminary recommendations and their associated costs to build consensus and develop prioritization plans for phasing of implementation. Triad Consulting helps promulgate assessment recommendations through briefing presentations to Management, City Executives and Councils.

Project Methodology and Controls Approach

To provide expertise and resources on a wide variety of security matters, Triad Consulting has developed and project tested management infrastructure to provide the means to perform this contract in accordance with the proposed project scope and to comply with contract general requirements. Our infrastructure for managing projects includes:

- Project Management System
- Quality Assurance (QA) Program

Project Management System

Project Manager: Each Triad Consulting project is assigned a Project Manager, who holds primary responsibility for a project within Triad Consulting, including the following:

- Planning the project and ensuring that appropriate resources (including staff) are available.
- Developing schedule of milestones and completion schedules

- Compiling (and distributing to the project team) project-specific written guidelines that define the scope of work, individual staff assignments, deliverables or other work products, task budgets, schedules, and any other project requirements.
- Conducting the Project Initiation Meeting.
- Defining, documenting, and implementing applicable QA and QC requirements and ensuring that necessary procedures are approved and issued.
- Managing the technical, administrative, and financial aspects of the project, including client and regulatory agency contacts, as required.
- Being available to the project team for action or direction on any issues requiring management or technical support.
- Managing all contractual requirements and meeting the project objectives within the budget and the schedule.
- Maintaining adequate communication with the client project contact regarding all material (i.e., significant) aspects of the project, including expenditures, progress, any problems and recommended solutions, and issues that require decisions on technical or operational matters.
- Provides the final review and approval of all project deliverables or outputs prior to issue to ensure adequate quality of the product or service.

Triad Consulting's systems will model all requirements of the project and provide for the following:

- Contract Task Management
- Progress and Compliance
- Transmittal, Delivery, and Accessibility

Quality Assurance (QA) Program

Triad Consulting provides consultation and technical services to industry and government clients. It is Triad Consulting's policy to integrate quality programs into each project or work endeavor. This commitment to quality enables Triad Consulting to provide diverse services of consistently superior quality.

Triad Consulting's QA Program promotes the achievement of quality and performance objectives by planning and documenting the quality requirements for services and processes applicable to specific projects. A quality control review by senior Triad Consulting staff will be conducted prior to each project deliverable.

In addition, Triad Consulting co-owners are "hands-on" with each project ensuring immediate resolution to issues as the develop in dynamic design and construction environments.

PROPOSED WORK PLAN

Triad Consulting proposes the following activities to deliver a comprehensive Security System Assessment Report to the City of Cypress. If selected for this important project, we welcome the opportunity to refine tasks as needed to meet the specific needs of the City.

Task 1 Site Assessments and Information Gathering: Triad Consulting provides hands on project participation, management, and oversight by the firm's two co-founders and owners. Principal Owner Gregg Brandon will provide project management services from our Corona office location. Gregg will inform the City project stakeholder team of progress, next steps, issues and resolution steps through weekly progress meetings (in-person and teleconference as appropriate). Owner participation in projects allows for immediate resolution and course correction from unanticipated issues to remain on schedule and budget.

Triad Consulting will start the project with a kick-off meeting with the City project stakeholder group to gather strategic insight into the project, confirm the project schedule, identify relevant documentation available, establish project contacts and communication protocols. Triad Consulting will review relevant documentation which could include (as available); site plans, aerial imagery, facility plans, system as-builts, existing standards, security governance and policies, existing vulnerability assessment, incident reports and crime/risk statistics. Triad Consulting will use the best available site documentation loaded onto PlanGrid application software for use during the assessments task.

Triad Consulting will lead information gathering meeting with strategic stakeholder groups to learn of security issues, perceived current security posture, needed requirements for security systems, operational interface and support of security systems. Triad Consulting suggests meetings with Public Works, City Management, IT, law enforcement/ public safety, and HR. We estimate a total of seven (7) meetings. These meetings will be coordinated through the City's project management team and will be conducted at each departments convenience over the first 2-to-4 weeks of the project.

The security system assessments will be led by senior consultant Ray Bernard and senior systems engineer Dave Skusek and supported by technical services (Danny Lopez). We estimate that the assessment will take approximately a half-day per site and be conducted over a three-week span from weeks 3 to 5 of the project. They will conduct assessments with escort from the City to provide access and description of any history of incidents at the sites. During this timeframe Triad Consulting will conduct an 'electronic security system workshop' to discuss the City's goals, requirements, and expansion plans for electronic security and discuss products and systems that are available with the attributes necessary to meet the City's current and future requirements.

Upon completion of the information gathering meetings and site security system assessments, Triad Consulting will hold an 'assessment findings briefing' with the City project stakeholders to discuss the City's current security posture verse industry best practices. Estimated completion of Task 1 is 7 weeks and will take approximately 175 hours of effort.

Task 2 Analysis and Recommendations Development: Triad Consulting will begin this task with the development of physical, electronic, and operational security recommendations for each site to mitigate identified vulnerabilities and deficiencies to industry best practices. Rough order of magnitude (ROM) cost estimates will be developed for each recommendation to get an initial estimate of the overall capital improvement costs of the project. Triad Consulting will a) assist the City in selecting appropriate and cost-effective technology, products, and systems capable of long-term citywide deployment; b) summarize strengths and weaknesses with recommended corrective measures for each location assessed; c) recommend policies and procedures related to the use, maintenance, and management of security systems; d) create protocols for hiring and contracting for security related improvements that helps ensure that the appropriate level of professionalism and competence in maintained in installation and support of security products and systems.

Triad Consulting will conclude this task with a presentation to the City stakeholder group of strategic recommendations and ROM costs. This will inform the City of an initial estimated overall cost of a security system improvement program and lead discuss on initial prioritization of improvements. Estimated completion of Task 2 is 5 weeks and will take approximately 159 hours of effort.

Task 3 Deliverables: Triad Consulting will develop the Security System Risk Assessment Report (SSRAR) that will detail the assessment methodology, findings, recommendations, ROM cost estimates, and prioritized phasing of implementation. Individual site assessment reports and recommended product/system standards will separate documents and included in the appendix of the SSRAR.

Triad Consulting will present the SSRAR in 60% and 90% stages and include a meeting to discuss contents at each of these stages. After receipt of City project stakeholder review comments, Triad Consulting will incorporate the comments into a final SSRAR report (100% submittal) and present material in briefings to City management as necessary. Estimated timing for Task 3 Deliverables is 9 weeks and will take approximately 258 hours of effort.

APPENDIX

Triad Consulting has provided the following documents.

- Project Organization Chart
- Key Staff Resumes

TRIAD CONSULTING
SYSTEM DESIGN GROUP

Proposed Project Organization Chart

Principal / Project Manager
Gregory Brandon

Site Assessments / Evaluation / Deliverables
Ray Bernard, PSP – Sr. Security Consultant
Dave Skusek, PSP – Sr. System Engineer

Project Subject Mater Support
Jeff Hutchison – Sr. Public Safety Consultant
Rodney Thayer – Convergence Consultant
Danny Lopez – Technical Services

Quality Control
Mike Ulwelling, CPP

GREGORY W. BRANDON – PRINCIPAL /PM



EDUCATION

- B.A., Communications

  California State University, Fullerton, 1984

PROFESSIONAL AFFILIATIONS

- ASIS International (formerly American society for Industrial Security
- IAPAC (International Association of Professional Security Consultants
- FBI InfraGard

AREAS OF EXPERTISE

Mr. Gregory Brandon has over 28 years in security management, design and implementing large integrated security projects. With a broad knowledge and hands on experience in operational, electronic, and physical security, providing strategic oversite, consulting of technical systems and security management for critical infrastructure projects.

Mr. Brandon has developed expertise in the following areas:

- Strategic Team Building
- Client Relations/Scope Development
- System Design
- Project Management
- Quality Control/Assurance
- Security Management
- Assessments
- Planning
- Operations

REPRESENTATIVE EXPERIENCE

Mr. Brandon is one of the founders of Triad Consulting & System Design Group, LLC and has been a security management Principal for over 15 years. Prior to that, Mr. Brandon worked for well-respected security integrator while developing strong relationships with manufacturers and developing industry knowledge and experience with access control, video surveillance, intrusion, paging , emergency phones, fire/life-safety and audio/visual systems. He has expertise in threat mitigation measures for critical infrastructure sectors including but not limited to, transportation, commercial airports, seaports, roadways, bridges, municipalities, energy, chemical, universities, healthcare, water and wastewater, high-tech manufacturing facilities, and corporate headquarters.

SELECTED PROJECT EXPEREINCE

Principal

University of California at Irvine, Campus-Wide Security Master Plan—Irvine, CA

City of Los Angeles, CA – Assessment of DGS Facilities

Metropolitan Water District of Southern California, Multiple Projects, Los Angeles, CA

San Diego County Regional Airport Authority (SDRAA), Technology and Security Upgrade Projects—San Diego, CA

Port of Houston Authority, Port-Wide Security Enhancement – Houston, TX

City of Manhattan Beach, CA - City-wide Video Surveillance Assessment and Design

Gregory W. Brandon

Principal/PM

Principal

Los Angeles Trade Technical College, Campus-Wide Security Enhancements, Los Angeles, CA

Delaware River Port Authority, Core Assessment and Electronic Security System Design –Camden, NJ

Kinder Morgan Energy, Multiple Port Facility Security Plans – Nationwide

City of Palmdale, Assessment and Video Surveillance Evaluation – Palmdale, CA

New York City DOT/US Army Core of Engineers, East River Bridges, Security Design Services – New York, NY

Georgia Ports Authority, Multiple Facility Security Plans – Savannah, GA

San Diego Metropolitan Transit System, Multiple Video Surveillance Projects – San Diego, CA

University of Southern California, Access Control & CCTV Expansion Program – Los Angeles, CA

Massachusetts Bay Transit Authority, System Wide Secure Stations – Boston, MA
City of Los Angeles, Security System Upgrade Program – Los Angeles, CA

New York Power Authority, Assessments and CIP Compliance – White Plains, NY

University of California, Irvine, Multiple Security Planning and Design Projects – Irvine, CA

Torrance Transit, Regional Transit Center Security Design – Torrance, CA

Alpert Jewish Community Center, Video Surveillance Upgrades – Long Beach, CA

City of Albuquerque, Department of Transportation, Security Assessments and Electronic Security Enhancements Conceptual Design – Albuquerque, NM

Los Angeles County Public Branch Library, Low-Voltage Design – Stevenson Ranch, CA; Hacienda Heights, CA; Rowland Heights, CA

City of Beverly Hills, Assessment and Security Enhancement Project

Port of Long Beach, Physical Security Management Platform Evaluation – Long Beach, CA

County of Riverside Health Department – Electronic Security Expansion

Mission Rock Mixed-Use Development, Electronic Security Design – San Francisco, CA

Port of Los Angeles, On-Call Security – Los Angeles, CA

Cal State University Fullerton, Campus-Wide Fire Alarm Design – Fullerton, CA

RAY BERNARD, SENIOR SECURITY CONSULTANT



EDUCATION

- Liberal Arts Course Material, Honors College
  Wayne State University, Detroit, MI
- Auto Body Surface Development Curriculum
  Rankin School of Automotive Design
- Course Material, College of Engineering & Science
  University of Detroit, Detroit, MI
- Course Material, Engineering & Computer Science
  Oakland University, Rochester, MI

PROFESSIONALREGISTRATIONS / CERTIFICATIONS

- Physical Security Professional (PSP) 2005-2015,
  ASIS International (Certificate #9847)

PROFESSIONAL AFFILIATIONS

- ASIS International *(formerly American Society for Industrial Security)*
- Security Industry Association (SIA)

AREAS OF EXPERTISE

Ray Bernard has over 30 years of experience in physical security assessment, security program design and development, and security technology design and deployment. Security's job is to reduce security risks to acceptable levels, at an acceptable cost. Risk assessments enable risk treatment planning to design an optimal balance of people, process and technology security measures in the context of the organization's objectives and resources.

Mr. Bernard has focused on facility physical security assessments, security program design and implementation, and technology deployments for on-premises and cloud-based systems for physical access control, security video surveillance, intrusion and perimeter detection alarm systems, intercoms, emergency notification, command center/SOC design and deployment.

Mr. Bernard closely considers the factors of exponential technology advancement; Proptech trends; the increasing incorporation of AI-based intelligence in physical security systems and devices; system and device compatibility, scalability and manageability; and IT and security industry standards. These factors determine the extent of reuse of existing security technology infrastructure, as well as the current and future total cost of ownership (TCO) of the physical security technology infrastructure.

SELECTED PROJECT EXPEREINCE

Risk Assessment, Technology Design and Deployment Oversight

— Risk Assessment and Security Master Plan, San Diego Data Processing Center (SDDPC), San Diego, CA

— Public Areas Risk Assessment and Technology Upgrade Design, Hartsfield–Jackson Atlanta International Airport, City of Atlanta, GA

— Security Technology Evaluation and Upgrade Recommendations for city buildings to prepare for the then-upcoming Winter Olympics, City of Vancouver, British Columbia, Canada

— Physical Security Technology Evaluation and Recommendations, Santa Clara County Sheriff's Department, San Jose, CA

— Site Physical Security Risk Assessment and Technology Conceptual Design, Burbank–Glendale–Pasadena Airport Authority, Burbank, CA

— Six-County California Aqueduct Physical Security Risk Assessment and Security Technology Design, Metropolitan Water District of Southern California.

— Physical Security Risk Assessment, Veteran's Stadium, Philadelphia, PA

— Project Risk Manager, Y2K Physical Security System and Core Network Upgrades, JFK, EWR, LGA Airports, Port Authority of New York and New Jersey, New York, NY

DAVID A. SKUSEK, PSP
SENIOR SYSTEMS ENGINEER

EDUCATION

- A.A., Electronics Engineering-Communications, 1st Class FCC License, Milwaukee Area Technical College, 1980
- A.A., Electronics, Radio & Television Program, Milwaukee Area Technical College, 1978
- Engineering, Computer Sciences, University of Wisconsin, 2 years, 1976

PROFESSIONALREGISTRATIONS / CERTIFICATIONS

- Physical Security Professional (PSP) ASIS International, 2012

AREAS OF EXPERTISE

- Vulnerability Assessments
- New and Existing Technology Evaluations/Audits
- System Design and Engineering for the following:
    - Electronic Access Control Systems
    - Video Surveillance Systems – cameras, management software, storage, displays
    - Perimeter and Intrusion Detection Systems
    - Intercom Systems
    - Technology Infrastructure – copper, fiber, wired and wireless networks
    - Low Voltage Systems – communications, audio/visual, M/C/SATV, fire alarm
- Needs/Gap Analysis – Security, Infrastructure
- Cost Estimating
- Bid Drawing and Specification Packages
- Peer and Constructability Review
- Construction Administration and Integrated System Commissioning



REPRESENTATIVE EXPERIENCE

Since 1981, Mr. Skusek has worked in the Automation and Security industry providing professional services for all types of cliental including Municipal, Transportation, Education, Healthcare, Aviation, Water/Wastewater, and Hospitality providing engineering for Video Surveillance, Access Control, Perimeter and Intrusion Alarm, Fire Alarm, Communications and Infrastructure systems. With a strong focus on technology, Mr. Skusek has developed and provided innovative strategies to meet client needs.

SELECTED PROJECT EXPEREINCE

MUNICIPAL GOVERNMENT

City of Orange, Access Control Design for 9 Buildings; Alarm replacement 23 buildings – Orange, CA (2019-2021)

- Needs Analysis, Design, Bid Support
- Drawings, Specifications, Cost Estimates

City of Portland, City-wide Unified Security Platform RFI– Portland, OR (2018)

- Development of Unified Security Platform technical specifications
- Assist City in Review of RFI Responses

City of Temecula, City-wide Video Surveillance Project– Temecula, CA (2017-2018)

- Video Surveillance System
- Field Surveys, System Design

City of Los Angeles, Channel 35 Studios, Electronic Security Systems Design – Los Angeles, CA (2014-2018)

- Alarm, Access Control, Video Surveillance
- Drawings, Technical Specifications, Cost Estimates
- Basis of Design, SD, DD CD, Bid Assist, Construction Administration

Los Angeles County, Stevenson Ranch, Hacienda Heights, and Rowland Heights County Library Security, Technology Infrastructure Design – Los Angeles County, CA (2014-2015)

- Alarm, Access Control, Video Surveillance, Intercom, Audio/Visual, Data Infrastructure, Wireless Networks, SATV/CATV
- Drawings, Technical Specifications, Cost Estimates
- 50% and 100% CD, Construction Administration

Los Angeles County Probation Department, Challenger, Nidorf, Central Juvenile Detention Centers, Security Enhancement Projects – Lancaster, Sylmar, Los Angeles; CA (2010-2012)

- Alarm, Access Control, Video Surveillance, Intercom
- Assessment of Four Juvenile Detention Centers, Needs Analysis, Fiber Audit, Drawings, Technical Specifications, Cost Estimates
- Feasibility, SD, DD,CD, Bid Assist, Record Drawings

City of Los Angeles Police Department, Security Systems Design for Rampart, Hollenbeck, and Harbor Stations – Los Angeles, CA (2004-2009)

- Alarm, Access Control, Video Surveillance, Intercom
- Drawings, Technical Specifications, Cost Estimates
- SD, DD, CD, Bid Assist, Construction Administration Phases

City of Los Angeles Department of General Services, Wide Area Integrated Security System – Los Angeles, CA (2000-2006)

- Integrated electronic security system design for 13 City owned buildings
- Alarm, Access Control, Video Surveillance, Intercom, WAN
- Assessments of Thirteen Buildings, Technology Evaluations, Drawings, Technical Specifications, Cost Estimates

WATER/WASTEWATER

Las Virgenes Municipal Water District – Calabasas, CA (2020)

- Site physical security assessments of storage tanks
- Recommendations and ROM costs

Metropolitan Water District, Headquarters Security Upgrade – Los Angeles, CA (2018-2022)

- Access Control, Alarm, Video Surveillance
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents, Bid Assist, Construction Administration

Placer County Water Agency, Pilot Project – Auburn, CA (2018-2021)

- Access Control, Alarm, Video Surveillance
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents, Bid Assist, Construction Administration

Placer County Water Agency, Security Master Plan – Auburn, CA (2016-2017)

- Site Assessments
- Electronic Security Systems Subject Matter Expert
- Electronic Security Systems Recommendations and Cost Estimates

Santa Clara Valley Water District, Security System Design – San Jose, CA (2009-2012)

- Alarm, Access Control, Video Surveillance, Intercom, Physical Security
- Planning Study Report, Drawings, Technical Specifications, Cost Estimates
- Feasibility, 30%, 60%, 90% and 100% Construction Documents, Bid Assist, Construction Administration

EDUCATION

University of California, Irvine, Access Control Replacement and Expansion – Irvine, CA (2019-2022)

- Upgrade JCI p2000 Access Control System to Software House C•Cure 9000
- Access Control and Monitoring for all perimeter doors
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents, Bid Assist, Construction Administration

Eugene School District 4J, Video Surveillance System Consulting – Eugene, OR (2019-2020)

- Peer Review Video Surveillance System (VSS) Proposal Documents
- Evaluate VSS Proposals
- Field Survey VSS Installation for Conformance to Bid Documents and Best Practices

University of California, Irvine, Campus-wide Lockdown and Video Surveillance – Irvine, CA (2018-2019)

- Asses all buildings for current lockdown capability
- Identify requirements to add lockdown capability where required
- Asses existing video surveillance capabilities and identify additional surveillance requirements
- Coordinate with Campus Police Department to identify priorities for lockdown and surveillance
- Provide phasing plan and ROM cost estimate for each phase

University of California, Irvine, Emergency Phone Upgrade – Irvine, CA (2018-2019)

- Upgrade custom E-Phones to standard tower and wall mount configuration with blue light E-Phones
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents, Bid Assist, Construction Administration

University of California, Irvine, Video Management System (VMS) Infrastructure Upgrade – Irvine, CA (2017-2020)

- Asses existing system server and storage infrastructure
- Write Scope of Work to upgrade to a Storage Area

Network (SAN) Infrastructure
- Evaluate Integrator Proposal and make Recommendations
- Provide oversight for upgrade

University of California, Irvine, Campus-wide Alarm Panel Replacement – Irvine, CA (2017-2020)
- Alarm
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents, Bid Assist, Construction Administration

University of California, Child Care Centers (5 locations), Security System Design – Irvine, CA (2017-2018)
- Alarm, Access Control, Video Surveillance
- Design Criteria, Drawings, Technical
- Feasibility, 50% and 100% CD, Bid Assist, Construction Administration

University of California, Irvine, Police Dispatch Security Enhancement – Irvine, CA (2014-2015)
- Alarm, Access Control, Video Surveillance, Dispatch Center
- Design Criteria, Drawings, Technical
- Feasibility, 50% and 100% CD, Bid Assist, Construction Administration

University of California, Irvine, Security Master Plan – Irvine CA (2014-2015)
- Assessment Team Electronic Security Systems Expert
- Assessments, System Recommendations Cost Estimations

University of California, Irvine, Video Surveillance Design for multiple Research Facilities – Irvine, CA (2012 - 2013)
- Video Surveillance
- Drawings, Technical Specifications, Cost Estates
- 50% and 100% CD, Bid Assist, Construction Administration

California State University Fullerton, Cobb Hall Fire Alarm Replacement—Fullerton, CA (2013-2014)
- Fire Alarm, Emergency Paging
- Phasing Plan, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, 90% and 100% Construction Documents

University of California, Irvine, Security Standards, and Guideline Specifications – Irvine, CA (2013)
- Electronic Security System Standards and Guideline Specifications for new construction and renovation projects

University of California, Irvine, Security Design Administration Building – Irvine, CA (2011-2012)
- Video Surveillance, Alarm, Access Control
- Needs Analysis, Construction Documents, Construction Administration
- Preliminary Design, CD, Construction Administration Phases

TRANSPORTATION

Pierce Transit, Emergency Warning System (EWS) Upgrade – Tacoma, WA (2017-2018)
- Upgrade for existing EWS
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual Design, Bid Documents

Albuquerque, Department of Transportation, Long-Range Security Planning – Albuquerque, NM (2014)
- Alarm, Access Control, Video Surveillance, Intercom
- Assessments of Facilities, Upgrade Recommendations, Conceptual Design, Cost Estimates

San Joaquin Regional Rail Commission, ACE Commuter Rail Station Video Surveillance – Stockton, Lathrop, Tracey, Livermore, Pleasanton, San Jose; CA (2009-2011)
- Video Surveillance
- Site Assessments, Plans, Technical Specifications, Cost Estimates
- Preliminary Design, 35%, 65%, and 100% Construction Documents, Bid Assist, Construction Administration

San Diego Metropolitan Transit, 8-Station Video Surveillance Project – San Diego, CA (2009-2010)
- Video Surveillance, Infrastructure
- Site Assessments, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, 90% and 100% Construction Documents, Bid Assist, Construction Administration

New York City Department of Transportation, Security Design for East River Bridges – New York, NY (2006-2010)
- Video Surveillance, Video Analytics, Alarm, Access Control, WAN, Electronic Bollards
- Site Assessments, Technology Evaluations, Historical Preservation, Design Criteria, Drawings, Technical Specifications, Cost Estimations
- Preliminary Design, 30%, 60%, 90% and 100% Construction Documents

Port Authority Transit Corporation, Security System Design for Subway/Commuter Rail Line – Philadelphia, PA / Camden, NJ (2008-2009)
- Alarm, Access Control, Video Surveillance, Intercom, Emergency Call
- Site Surveys, Plans, Technical Specifications, Cost Estimates
- Preliminary Designs, 35%, 65%, 90% and 100% Construction Documents, Bid Assist, Construction Administration

AIR/SEA PORTS

San Diego International Airport, Ground Transportation System

Improvements – San Diego, CA (2013-2015)
- Commercial Vehicle Management System, Automatic Vehicle Identification, Video Messaging, Video Surveillance, Access Control
- Site Surveys, Design Criteria, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, Construction Documents, Bid Assist, Construction Administration Phases

Southern California Logistics Airport, Multiple Security Projects – Victorville, CA (2008-2015)
- Alarm, Access Control, Video Surveillance, Fiber Infrastructure, LAN/WAN, Security Operations Center, Network Operations Center, Perimeter Fencing, AOA Secure Vehicle Portals
- Site Surveys, Design Criteria, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, 30%, 95%, 100% Construction Documents, Bid Assist, Construction Administration Phases

John Wayne Airport, Security System Upgrades – Santa Ana, CA (2000-2009)
- Alarm, Access Control, Video Surveillance, Intercom, Fiber Optic Network, Emergency Phone
- Audit Existing Systems, Needs Analysis, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, Construction Documents, Bid Assist, Construction Administration Phases

Ontario International Airport, Security System Design – Ontario, CA (1997-2004)
- Alarm, Access Control, Video Surveillance, Intercom, Fiber Optic Network
- Site Surveys, Technology Evaluation, Design Criteria, Drawings, Technical Specifications, Cost Estimates
- Preliminary Design, SD, DD, CD, Bid Asist, Construction Administration Phases

HEALTHCARE

Riverside University Health System Medical Center, Multiple Security Upgrade Projects – Moreno Valley, CA (2016- 2020)
- Alarm, Access Control, Video Surveillance, Intercom, Emergency Call
- Assessment, Basis of Design, Drawings, Technical Specifications
- Draft and Final Construction Document Packages

Veterans Affairs Medical Center, Security Upgrade Project – West Roxbury, MA (2014- 2016)
- Alarm, Access Control, Video Surveillance, Intercom, Emergency Call
- Basis of Design, Drawings, Technical Specifications
- Feasibility, 30%, 60%, 90% and 100% Phases

Kaiser Permanente, Regional Security Master Plan Phase 2 – West Los Angeles – (2011)
- Security System Audits
- Survey of West Los Angeles Medical Center and Eight Medical Office Buildings, Non-Conformance Narratives, Drawings, Cost Estimates

UCLA Ronald Reagan Medical Center, Security System Design – Westwood, CA (2002-2009)
- Alarm, Access Control, Video Surveillance, Intercom, Infant Abduction
- Design Criteria, Technology Evaluations, Drawings, Technical Specifications, Cost Estimates
- SD, DD, CD, Bid Assist, Construction Administration Phases

HOSPITALITY/ENTERTAINMENT/RESIDENTIAL

Mission Rock Multi-building, Mixed-Use Development – San Francisco, CA (2021-present)
- Video Surveillance, Alarm, Access Control, Intercommunications, Data Infrastructure
- Provide Design Guidelines & Technology Selection
- Drawings and Technical Specifications

San Francisco Hilton Financial District – San Francisco, CA (2020)
- Video Surveillance Assessment
- Recommendations and ROM costs

Las Vegas Convention Center Expansion – West Hall Addition – Las Vegas, NV (2019-2020))
- Security Systems Constructability Review

TCF Center (formerly Cobo Center), Video Surveillance System (VSS) Assessment and Peer Review – Detroit, MI (2016-2018)
- Asses existing VSS and recommend upgrades and programming modifications
- Provide Design Guidelines
- Peer review and Recommendations for Construction Projects

Hyatt SFO, Data Infrastructure – San Francisco, CA (2015)
- Data Infrastructure
- Design Criteria, Drawings, Technical
- Feasibility and Conceptual design, Specifications

Universal CityWalk, Site Security – Universal City, CA (1993-2001)
- Video Surveillance for venue and parking
- Design Criteria, Technical
- Feasibility and Conceptual Design, Bid Documents

JEFFERY HUTCHISON, SENIOR PUBLIC SAFETY CONSULTANT



EDUCATION

- B.A., Criminal Justice, National University, Summa Cum Laude
- A.A., Criminal Justice – Pre-Law, Miramar College, Summa Cum Laude Management
- WACUBO Executive Leadership and Management Institute (ELMI)
- Peace Officer Standards and Training (POST) Management Course
- Sherman Block Supervisory Leadership Institute
- FBI National Academy (182nd Session)
- Special Weapons and Tactics (SWAT)

CERTIFICATIONS

- POST Management Course
- POST Supervisory Certificate
- POST Advanced Certificate
- POST Intermediate Certificate
- POST Basic Certificate
- NIMS ICS-100, ICS-200, ISC-300, ISC-400, ISC-700, and ISC-800

AREAS OF EXPERTISE

- University Law Enforcement and Public Safety
- Police Operations
- Internal Affairs Investigations
- Threat Assessment
- Special Events Planning
- Campus Violence Threat Management
- Crowd Management / Control
- Protection of Public Officials
- Bicycle Patrol Operations

REPRESENTATIVE EXPERIENCE

Mr. Hutchison has 34 years of law enforcement experience, including 30 years with the University of California San Diego and Irvine campuses. For the last eleven years Mr. Hutchison has worked as the Assistant Chief of Police for the UC Irvine Police Department where he served ten months as the Interim Chief of Police on two separate occasions (2005 and 2015). Mr. Hutchison joined the security management consulting group of Triad Consulting in 2018.

SELECTED EXPEREINCE

Interim Chief of Police – University of California, Irvine Police Department, Irvine, CA (2005 and 2015)
Led the UC Irvine Police Department as its interim chief law enforcement officer. UC Irvine has more than 40,000 students, staff, and faculty members on two separate campuses – UC Irvine and UC Irvine Medical Center. Responsible for public safety and quality of life issues. Work closely with all local, state and federal law enforcement agencies and University administrators.

Assistant Chief of Police – University of California, Irvine Police Department, Irvine, CA (2004 - 2017)
Oversaw the Patrol, Investigations and Administration Divisions with 73 department employees, including 37 sworn police personnel. Helped develop several proactive community policing, community safety and victim advocacy programs including the Consultation Team (Behavioral Intervention Team), UCPD CARES (Campus Assault and Resources), Zone policing, Crime Prevention, Bicycle Patrol, Bicycle Enforcement and Education (B.E.E.P.), Workplace Violence and Active Shooter, Child Care Security Enhancement project, Suicide Education and Prevention program, and the University Security Enhancements project.

Police Lieutenant – University of California, Irvine Police Department, Irvine, CA (2001 - 2004)
Managed 31 sworn and 15 administrative staff members of the Department's Patrol and Administration Divisions which were responsible for handling all public safety and quality of life issues. Responsible for all major security initiatives, department remodel projects, grant writing, policy manual revisions, threat assessments and threat management issues, protection of public officials, special events, and crowd management. Worked closely with all local, state and federal law enforcement agencies.

University of California, San Diego Police Department, San Diego, CA (1986-1990)

Police Officer (SWAT) – San Diego Police Department, San Diego, CA (1982 – 1986)

Triad Consulting Projects:

Lake Elsinore Unified School District, Lake Elsinore, CA, Senior Consultant – Security Assessment and Security Master Plan (2022 – ongoing)

City of Palmdale, CA, Senior Consultant – Integrated Security System Needs Analysis (2022)

RHP Properties, Nationwide, Program Manager – Video Surveillance Design and Implementation (2021-2022)

Los Angeles County Metropolitan Transit, Senior Consultant – Security Division Policies and Procedures Development (2018-2019)

Tarrant Regional Water District, Ft. Worth TX, Senior Consultant -Policies and Procedures Review (2018)

Oregon State University, Corvallis, OR, Senior Consultant - Public Safety Program Assessment (2018)

San Jacinto Unified School District, San Jacinto, CA, Senior Consultant – Security Assessment and Security Master Plan (2018)

TRIADCONSULTING
SYSTEM DESIGN GROUP

RODNEY THAYER – Senior Convergence Consultant



Capabilities Summary - Cyber Defense & Network Security

Rodney Thayer has over 30 years of experience in software development with extensive experience in embedded systems, network protocols, and cryptography. As a cyber-defense practitioner, he currently focuses on:

- network defense infrastructure design, deployment, and validation
- physical security network infrastructure integration and deployment
- advanced credentialing systems
- converged logical/physical security environments

Recent Projects

- participated in deployment of new security systems (door locks, badging) at an international airport
- participated in deployment of new perimeter security equipment at a power substation in the Chicago electric grid
- participated in cyber defense infrastructure refresh at a major research facility
- evaluation and prototype development of FIPS 201 (US Government smartcard credentials) solution with various vendors selling to the federal government
- assist in integration and deployment of a multi-site multi-country perimeter video security systems for a Fortune 500 company
- design peer review of Los Angeles Metro EOC network infrastructure
- RRA municipal water sector cyber security assessments for the cities of Sherwood, OR; Tualatin, OR; Woodburn, OR; Seaside, OR; Port Angeles, WA; Superior, CO; Chino Hills, CA

Technical experience in Network Security Roles

- use of encrypted protocols - TLS/SSL, IPSec/VPN, Digital certificates, credentialing technologies
- developed and delivered VOIP security training for Black Hat
- evaluated network security and other products for product reviews, private and public (Network World, other pubs)
- delivery of network deployment and security training (Black Hat, ASIS, ISC West, Networld-Interop, various other conferences)
- performed security reviews for enterprise and public sector installations
- consultant - NASA, Federal Reserve, SFO Airport, PG&E, Exelon Energy
- security researcher - Google Security Hall of Fame, work with various vendors on identifying vulnerabilities and responsibly disclosing findings

Active Technical Projects (Research)

- digital certificates and PKI vulnerabilities
- unauthenticated control protocols in physical security systems and other equipment
- development of diagnostic techniques to identify and repair vulnerabilities in deployed networks
- use of standards-based solutions for network-attached physical security systems

Typical Engagements

- Planning, prototyping, and technical evaluations
- exercising network defense infrastructure through adversary simulation
- systems integration and staging of advanced (smartcard, PKI, FIPS 201) credentialing
- training in cyber security for network and physical security practitioners

Background

- decades of experience with network protocols in various roles including specification, standardization, implementation, deployment, troubleshooting, and attack/defense research.
- familiarity with development and execution of network security evaluations
- experience with network security scanning tools and interpreting their results
- available to evaluate network infrastructure for security issues as well as recommending and helping implement solutions

DANNY LOPEZ
SYSTEMS DESIGNER / TECHNICAL SERVICES

EDUCATION

- A.A. Computer Aided Drafting and Design (CADD) – ITT Technical Institute

PROFESSIONALREGISTRATIONS / CERTIFICATIONS

- Infrastructure Protection Certification – TEEX
- Security Center Design Certification - Genetec

AREAS OF EXPERTISE

- Software – AutoCAD Design Suite, Revit, Bluebeam, ArcGIS
- Field Surveys and Needs Analysis
- Security System Audits
- System Design for the following:
    - Video Surveillance Systems – cameras, management software, storage, displays
    - Electronic Access Control Systems
    - Perimeter and Intrusion Detection Systems
    - Intercom Systems
    - Emergency Phone



REPRESENTATIVE EXPERIENCE

Danny Lopez has over a decade of experience in providing system design and computer aided drafting support in the AEC industry. Danny has system design experience with alarm, access control, video surveillance, intercom, and emergency phone. Danny has provided the Triad Consulting team with considerable field support including security assessments, pre-design needs analysis and existing system audits for the creation of as-built documentation. Danny has an Associate's Degree in Computer Drafting and Design from ITT and has experience with AutoCAD, Revit, Bluebeam, and ArcGIS software packages. Danny has worked with the Triad Consulting team since 2008 and holds several design certifications for electronic security systems.

SELECTED PROJECT EXPEREINCE

MUNICIPAL GOVERNMENT

City of Palmdale, Citywide Integrated Security Solutions – Palmdale, CA (2022)

- Field Surveys
- Electronic Security (Access Control, Alarm, Video Surveillance) Schematic Design

City of Temecula, Citywide Video Surveillance – Temecula, CA (2017)

- Field Surveys
- Video System Design
- Drawing Development and Production

Town of Yucca Valley, Paradise Park Video Surveillance – Yucca Valley, CA (2018)

- Field Surveys
- Video System Design
- Drawing Development and Production

Los Angeles County, Stevenson Ranch, Hacienda Heights, and Rowland Heights County Library Security, Technology Infrastructure Design – Los Angeles County, CA (2014-2015)
- Field Surveys
- Video System Design
- Drawing Development and Production

WATER/WASTEWATER

City of Thousand Oaks – Electronic Security Design Hill Canyon WWTP – Thousand Oaks, CA (2022)
- Field Surveys
- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Construction Administration

Placer County Water Agency, Pilot Project electronic security design at seven facilities, Auburn, CA (2018-2021)
- Field Surveys
- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

Santa Clara Valley Water District, Security System Design – San Jose, CA (2009-2012)
- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

EDUCATIONAL

University of California, Irvine, Crawford Hall Athletic Complex – Irvine, CA (2022-present)
- Field Surveys
- Electronic Security Design (Access Control, Alarm, Video Surveillance)

University of California, Irvine, Beckman Laser Institute – Irvine, CA (2022-present)
- Field Surveys
- Electronic Security Design (Access Control, Alarm, Video Surveillance)

University of California, Irvine, Campus Wide Emergency Phone Upgrade – Irvine, CA (2018-2019)
- Field Surveys
- Drawing Development and Production

University of California, Irvine, Electronic Security Art Museum – Laguna Beach, CA (2016)
- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

University of California, Irvine, Electronic Security Child Care Facilities – Irvine, CA (2016)
- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

University of California, Irvine, Security Master Plan – Irvine, CA (2014-2015)
- Security Assessments

University of California, Irvine, Student Center Access Control upgrade – Irvine, CA (2017-2018)
- Security Assessments
- Electronic Security Design (Access Control)
- Drawing Development and production

University of California, Irvine, Campus-wide Alarm Panel Replacement – Irvine, CA (2017-2018)
- Security Assessments
- Electronic Security Design (Access Control)
- Drawing Development and production

HEALTHCARE

Riverside University Health System (RUHS) Medical Center, Nason Street Entrance Security Upgrade Project – Moreno Valley, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production

Riverside University Health System (RUHS) Corona Medical Office Building, Electronic Security Design Project – Corona, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production

Riverside University Health System (RUHS) Moreno Valley Medical Office Building, Electronic Security Design Project – Moreno Valley, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production

Riverside University Health System (RUHS) Mission Grove Medical Office Building, Electronic Security Design Project – Riverside, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production

Riverside University Health System (RUHS) Cactus Clinic Medical Office Building, Electronic Security Design Project – Moreno Valley, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production

Riverside University Health System (RUHS) Jurupa Valley Medical Office Building, Electronic Security Design Project – Jurupa Valley, CA (2016-2017)
- Video Surveillance System Design
- Drawing Development and Production
- System Testing and Verification

Riverside University Health System (RUHS) Behavioral Health, ITF, Electronic Security Design Project – Riverside, CA (2016-2017)
- Field Surveys

- Video Surveillance System Design
- Drawing Development and Production

Veterans Affairs Hospital, Security Upgrade Project – West Roxbury, MA (2014- 2017)

- Electronic Security System Design Detail Creation
- CAD Production, 30%, 60%, 90% and 100% Phases

TRANSPORTATION

Albuquerque, Department of Transportation, Long-Range Security Planning – Albuquerque, NM (2014)

- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

Torrance Transit, Regional Transit Center – Torrance, CA (2013-2017)

- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

San Joaquin Regional Rail Commission, ACE Commuter Rail Station Video Surveillance – Stockton, Lathrop, Tracey, Livermore, Pleasanton, San Jose; CA (2009-2011)

- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

Orange County Transportation Authority, Four Bus Operations and Maintenance Facilities Security Upgrade – Irvine, Anaheim, Garden Grove; CA (2009-2011)

- Electronic Security Design (Access Control, Alarm, Video Surveillance)
- Drawing Development and Production

MICHAEL J. ULWELLING, CPP

EDUCATION

- B.S., Electrical Engineering
  Marquette University, Milwaukee, WI

- M.B.A, Business Administration
  Pepperdine University, Malibu, CA

PROFESSIONALREGISTRATIONS / CERTIFICATIONS

- Certified Protection Professional (CPP),
  ASIS International, 2006 (#11988)
- Certified Utilities Risk and Resilience, AWWA, 2019
- Factory Fire Alarm Design Certification, Simplex-Grinnell

PROFESSIONAL AFFILIATIONS

- ASIS International *(formerly American Society for Industrial Security)*
- National Fire Protection Association (NFPA)

AREAS OF EXPERTISE

Mike Ulwelling with over 25 years of experience in the security and alarm industries is a Physical Security and Fire Alarm professional who has broad experience providing strategic oversight, consulting, and system design to critical infrastructure entities and private industry in water, wastewater, transportation, education, healthcare, municipal government, energy, cultural, faith-based organizations, hospitality, corporate, and industrial clients.

As Co-Founder and Managing Director of Triad Consulting, Mr. Ulwelling provides critical oversight to the implementation of project management and quality assurance programs.

Mr. Ulwelling has specialized in security assessments, CPTED, design and consulting, project and program management, construction support and implementation of fire/ life-safety, video surveillance, access control, intrusion and perimeter alarm systems, intercom, emergency call systems.

Mr. Ulwelling is board certified in security management with the Certified Protection Professional (CPP) credential through ASIS International, attesting to his broad-based and expert knowledge of the security industry.



SELECTED PROJECT EXPEREINCE

Principal / Project Manager

- Security Master Plan, Tarrant County College District, Fort Worth, TX
- Electronic Security Assessment, Yolo County Dept. of Public Works, Woodland, CA
- Integrated Security Assessment and Conceptual Design, City of Palmdale, CA
- Electronic Security Design Review, Lucid Motors, Nation-wide
- Risk and Resilience Assessment, Foothill Municipal Water District, La Canada – Flintridge, CA
- Risk and Resilience Assessment, City of Chino, CA Water Department
- Risk and Resilience Assessment, Crescenta Valley Water District, La Crescenta, CA
- Risk and Resilience Assessment, Valley Water Company, La Canada-Flintridge, CA
- Risk and Resilience Assessment, La Canada Irrigation District, La Canada-Flintridge, CA
- Risk and Resilience Assessment, Los Flores Water Company, Altadena, CA
- Risk and Resilience Assessment, Lincoln Avenue Water Company, Altadena, CA
- Risk and Resilience Assessment, Rubio Canyon Land and Water Association, Altadena, CA
- Security Master Plan, Tarrant Regional Water District, Ft. Worth, TX
- Security Assessment and Security Master Plan, Las Virgenes Municipal Water District, Calabasas, CA
- Risk and Resilience Assessment.

Massachusetts Water Resource Authority, Boston, MA
- Security Assessments and Security Master Plan, Placer County Water Agency, Auburn, CA
- Security Assessment Water Treatment Plants, Contra Costa Water District, Concord, CA
- VA Update 2013 and 2018, Metropolitan Water District of Southern California, Los Angeles, CA
- Security Master Plan, Canyon County, ID
- Security Master Plan, Jefferson County, CO
- Electronic Security Design, Veterans Affairs Medical Center, West Roxbury, MA
- Security Master Plan, Albuquerque Department of Transportation, Albuquerque, NM
- Public Safety Audit, Utah Transit Agency, Salt Lake City, UT
- Security Assessment and Electronic Security Design Southern California Logistics Airport, Victorville, CA
- Security Master Plan and Policies and Procedures Manual, King County Facilities Management Division, Seattle, WA
- Security Assessment, Cobo Hall, Detroit, MI
- Public Safety Audit, Oregon State University, Corvallis, OR
- Los Angeles Metro – ESOC Low-Voltage Design Peer Review, Los Angeles, CA

Security Consultant

- Security Master Plan, City of Portland, OR
- Risk and Resilience Assessment, City of Woodburn, OR
- Risk and Resilience Assessment, City of Tualatin, OR
- Risk and Resilience Assessment, City of Sherwood, OR
- Risk and Resilience Assessment, City of Seaside, OR
- Video Management System Consulting, Eugene School District 4J, Eugene, OR
- Security Assessments, University of California, Irvine, CA
- Security Assessments, Metropolitan Transit Authority of Harris County (Houston Metro), Houston, TX
- Security Assessments, Johnson County Wastewater Dept., Olathe, KS
- Security Assessments, University of Southern California, Los Angeles, CA
- Security Assessments, South Orange County Wastewater Authority, Dana Point, CA
- Security Assessments, Legal Aid Federation of Los Angeles, CA
- Perimeter/Intrusion Alarm Design, Disneyland /California Adventure, Anaheim, CA

Program Manager

- SANDAG/San Diego Metropolitan Transit System, Task Based Security
- Port of Los Angeles, Security On-Call
- California Judicial Council, Task Based, Site Security Surveys

Fire Alarm Consulting

- Cobb Residence Hall Fire Alarm Design, California State University, Fullerton
- Fire Alarm Design, Los Angeles County Fireman's Museum, Bellflower, CA
- Fire Alarm Design, Los Angeles County Library, Stevenson Ranch, CA
- Fire Alarm Design Disney/California Adventure, Anaheim, CA
- Fire Alarm Design Facilities Management, University California, Irvine

Guidepost

Nick Heywood PMP
Associate Vice President
707 Wilshire Boulevard
Suite 3850
Los Angeles, CA 90017
+1 510.250.6235
nheywood@guidepostsolutions.com



Request for Proposal

CITY OF CYPRESS –
CITY FACILITY SECURITY SYSTEM ASSESSMENT

December 2, 2022

Submitted to:
Nick Mangkalakiri, P.E.
City Engineer
City of Cypress
nmangkal@cypressca.org

WE ARE YOUR GUIDEPOST.

Guidepost

guidepostsolutions.com

December 2, 2022

Guidepost Solutions LLC
707 Wilshire Boulevard
Suite 3850
Los Angeles, CA 90017

Nick Mangkalakiri, P.E.
City Engineer
City of Cypress, Public Works Department
5275 Orange Avenue
Cypress, CA 90630
nmangkal@cypressca.org

RE: CITY OF CYPRESS PUBLIC WORKS DEPARTMENT – CITY FACILITY SECURITY SYSTEM ASSESSMENT

Dear Mr. Mangkalakiri,

Guidepost Solutions LLC (Guidepost) understands that the City of Cypress, Public Works Department (City) is requesting proposals from qualified firms to provide security system assessments for City and Park facilities. We are aware that the work includes providing assessment reports, developing a security system master plan, preparing implementation plans, and compiling estimated physical security upgrade costs for the recommended improvements resulting from the study. Our comprehensive security report will address the security risks and requirements of each site.

Guidepost also understands that the City has security cameras and card access readers at various facilities that were installed at different times, with different vendors, and as part of different projects. Through assessment, master planning, and strategic, forward-thinking recommendations, Guidepost can assist the City in standardized of systems, reducing the shortfalls associated with disparate systems. The Guidepost team has past project experience and subject matter expertise with systems including Maxxess access controls and Avigilon software and hardware.

Guidepost has built a reputation as a trusted partner, improving the security and safety of staff, residents, and visitors for numerous municipalities, cities, and counties across the US. We can assist the City with understanding the best way to address security infrastructure, while providing a solution that meets long-term system goals. We are a leading nationwide security and low voltage consulting firm, experienced with performing security assessments and design for both public and private sector clients.

We understand that there is a fine balance for security measures within a municipal organization, one that allows for the appropriate level of openness and accessibility to the buildings and public areas, while also providing protection for staff, visitors, and others through security technology, operations, and physical security. To achieve this balance, our team of industry certified professionals brings to this project the following:

- **Proven Experience** - Guidepost has worked on thousands of security assessments and planning project across the US over the past three decades. These run the spectrum from security master planning to security assessments, from policy and procedure development to systems design and engineering.
- **Standards Development** – Guidepost participates in the highest security standards development such as those administered by American Society for Industrial Security (ASIS) International including (but not limited to) Facilities Physical Security Measures (FPSM) and the Physical Asset Protection (PAP).

- **Collaboration** – Guidepost understands that communication and collaboration is the key to a successful security assessment and the development of a rigorous master plan. We will utilize various technologies and in-person meetings (if necessary) to engage and inform key City stakeholders throughout the project.
- **Unbiased** – Guidepost is product-agnostic, meaning that our approach, review, and recommendations will be solely based on the best interests of the City, rather than promoting any specific products or services.
- **Timeliness** – Guidepost has a demonstrated proven track record of meeting ambitious deadlines. As needed, we can call upon additional firm experts, including former senior law enforcement, security technology experts, threat and vulnerability assessors, security operations specialists, and experts in emergency management for municipalities and facilities. Our goal is to provide security consulting services and recommendations that are scalable, reliable, and will enable the City to standardize systems and advance its existing security posture.

We would like to acknowledge that we have registered on CIPList.com, as requested. We look forward to the opportunity of working with the City and helping to realizing the vision and objectives of this engagement.

Sincerely,



Nick Heywood PMP
Associate Vice President
+1 510.250.6235
nheywood@guidepostsolutions.com

Guidepost

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Guidepost

FIRM ORGANIZATION, CREDENTIALS + BACKGROUND

FIRM PROFILE

1000+

Security Assessments

10,000+

Security Projects Completed

75+

Municipalities Served

12

Years of Experience

16

Global Office Locations

200+

Professionals to Guide You

Guidepost is a global leader in monitoring, compliance, security technology, and risk management solutions. Guidepost specializes in helping municipalities, government agencies, and critical infrastructure solve problems, mitigate risks, and resolve disputes, among many other services. Our team includes former federal prosecutors from several United States Attorney's Offices, former Special Agents of the Federal Bureau of Investigation, United States Secret Service, United States Department of Homeland Security, and others with proven backgrounds in the security, investigations, intelligence, law enforcement, and the public safety communities.

Our solutions protect lives, assets, and reputations, and our Security and Technology Consulting practice provides advice, selection, implementation, and oversight of physical security and life safety systems. Our security program reviews focus on security measures (both physical and behavioral), security technology, and operational policies and procedures, supported by a robust violence risk assessment process. Our team includes ASIS International certified security professionals (CPP®, PSP®, PCI®), security technology experts and project managers, threat assessors, forensic psychiatry and psychology resources, and emergency management experts. We have assisted on preparation for potential high-risk security events, active threat situations, and post-event investigations and mitigation for water projects and water-related clients.

Guidepost serves as a strategic partner for clients in municipalities across the country. We have experience with, knowledge of, and follow all currently applicable federal, state, and local laws, statutes, ordinances, rules and regulations that may affect this project. Our recommendations are completely objective, vendor-neutral, and structured to deliver solutions catered to meet the individual needs of each client.

Guidepost credentials and qualifications to perform the scope of work are represented by similar engagements with existing clients, including Cypress College, City of Los Angeles, City of Palm Springs, and Town of Westford. We have supported all our clients in developing a comprehensive understanding of their security programs from an operational, technological, and built environment perspective. We perform a comprehensive discovery process, supporting insight into existing security program operations and existing systems. Further collaboration and coordination with key stakeholders support an understanding of the needs of municipalities and their agencies from the end-user perspective. Our team evaluates security program needs and implement governance with the development of security systems standards, policy and procedures and design criteria.

GUIDEPOST CHARACTERISTICS

"THE KEY TO THIS PROJECT WAS TO BRING GUIDEPOST IN EARLY, SO THAT WE COULD PROPERLY PLAN AND EXECUTE THE EXPANSION OF OUR SECURITY SYSTEMS TO PROPERLY MONITOR AND CONTROL ACCESS TO MORE THAN 20,000 TENANTS AND VISITORS WHO ENTER THE BUILDING EACH DAY."

Gary Michon
General Manager
Willis Tower

We have various attributes that help Guidepost stand out including:

Independent Firm: We are an independent, vendor-agnostic firm. While we do not hold partnerships with security technology companies, we are knowledgeable on physical security technologies, vendors, and integrators. Our focus is what works best for our clients, their operations, threat environment, and budget. We can also connect the firm with options for security manufacturers and integrators.

Working with Diverse Stakeholders: Guidepost is experienced in working with multiple departments, including Corporate Security, Corporate Real Estate, contractors, architects, engineers, law enforcement, owners, staff, and end-users. Prior to joining Guidepost, many of our practitioners worked in these areas and understand the challenges and competing priorities that can arise.

True Experts in our Field: In addition, a high percentage of our security experts are board-certified through ASIS in security management, physical security, and investigations through the CPP®, PSP®, and PCI®. Guidepost actively requires its practitioners to participate in security training and educational programs. These trainings provide opportunities to share industry best practices and learn about challenges affecting security.

Reducing Workload and Ease of Service Delivery: Guidepost can reduce the workload by managing deliverables, ensuring deadlines are met, and providing dedicated expertise. Once we gain an understanding of the operations, values, and priorities, we will apply our security expertise to ensure that the requirements are met. We can also provide recommendations for additional areas of support.

Comprehensive Scope of Services: In addition to the required scope of work, we can prepare requests for proposals (RFPs), identify vendors, respond to proposer questions, review proposals, and provide recommendations. This can save time and resources and ensure access to the most reputable firms and those with the best resources. Additionally, we can provide construction administration services such as oversight and commissioning.

AWARDS + RECOGNITION

We have built a reputation of producing unbiased, innovative consulting and design solutions. Guidepost has received numerous awards and recognition, including:



- ASIS International Award of Merit – 2017
- New York Law Journal, Private Investigation Firm — 2020
- New York Law Journal, Corporate Investigation Provider — 2020, 2018, 2015
- Global Investigations Review, GIR 100 Investigations Consultancies, 2020
- Legal Times, HALL OF FAME Corporate Investigations Provider — 2019, 2018
- Legal Times, Winner, Corporate Investigations Provider — 2019, 2018, 2015
- Legal Times, Winner, Cyber Security Provider — 2019, 2018
- Legal Times, Winner, Forensic Accounting Provider — 2019, 2018
- Legal Times, Winner, Global Risk & Investigations Consultant — 2019
- Corporate Counsel, Corporate Investigations Provider — 2018, 2017
- Corporate Counsel, Forensic Accounting Provider — 2018, 2017
- Corporate Counsel, Global Risk & Investigations Consultant — 2018
- The National Law Journal, Forensic Accounting Provider — 2019, 2018
- The National Law Journal, Corporate Investigations Provider — 2018
- The National Law Journal, Global Risk & Investigations Consultant — 2018
- The National Law Journal Midwest, Forensic Accounting Provider — 2018
- CIO Review, 10 Most Promising Physical Security Technology Solution Providers — 2018
- 101 Second Street, San Francisco, California – AIA California Council Merit Award – 2001

STAFF CERTIFICATIONS

Guidepost employees maintain well-regarded credentials and certifications, including:

- Certified Anti-Money Laundering Specialist (CAMS)
- Certified Construction Contract Administrator (CCCA)
- Certified Healthcare Protection Administrator (CHPA)
- Certified Protection Professional (CPP)®
- Certified Technology Specialist - Design (CTS-D)
- Construction Documents Technologist (CDT)
- Homeland Security Certification Level III
- Licensed Private Investigator
- Professional Certified Investigator (PCI)®
- Project Management Professional (PMP)®
- Certified Business Continuity Professional (CBCP)
- Certified Fraud Examiner (CFE)®
- Certified Information Systems Security Professional (CISSP)®
- Certified Public Accountant (CPA)
- Certified Technology Specialist (CTS)
- CPTED Professional Designation (CPD)
- LEED Accredited Professionals (LEED AP)
- Physical Security Professional (PSP)®
- Professional Engineer in more than 20 states

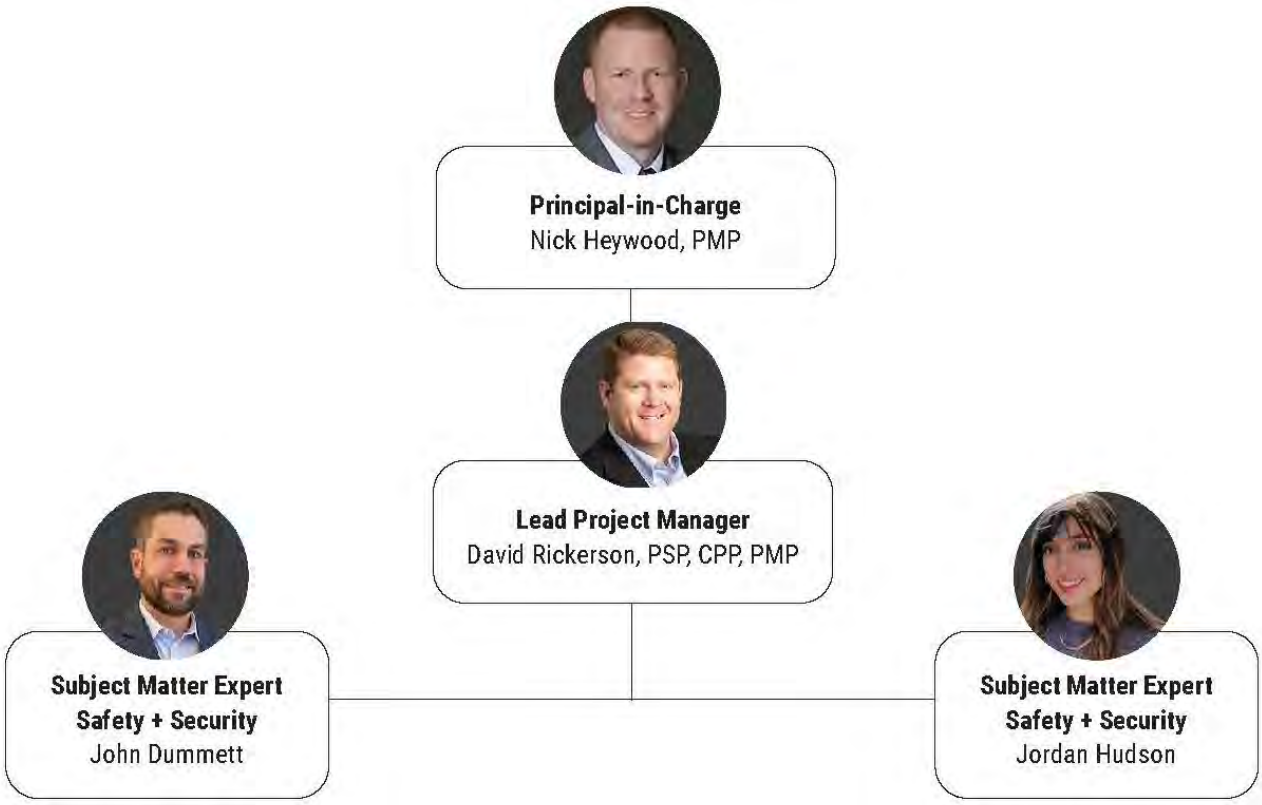
PROPOSED PROJECT TEAM

Our team members are carefully selected for the proper mix of skills and experience that we view are necessary for the successful completion of each project. Highlights of our proposed staffing plan, including areas of responsibility, follow:

- **Nick Heywood, PMP** will serve as the **Principal-in-Charge (PIC)**. He will oversee and monitor the overall timing and effective performance of the project. He will consult with the Project Manager on a weekly basis and will participate in the project regularly. He will help to coordinate resources and provide expertise and continuous review of the project's progress and quality control.

- **David Rickerson, PSP, CPP, PMP** will serve as the **Lead Project Manager**. He will serve as the City's main point of contact, responsible for the day-to-day conduct of the project team, and the timely delivery of assessment and deliverables. He will attend meetings and provide vision for all aspects of this engagement.

- **John Dummett** and **Jordan Hudson** will serve as **Subject Matter Experts**. They will provide specialized security and safety expertise, and will assist in conducting assessments, evaluating risks and threats, and will participate in stakeholder interviews and other assignments as directed by the Lead Project Manager.





Guidepost

EXPERIENCE

PUBLIC CLIENT LISTING

Guidepost has extensive experience performing physical security assessments and design services for our clients nationwide. We have successfully teamed with municipal and government organizations to support them as they enhance their safety and security postures. Below is a listing of relevant clients for review.

- Butte County Courthouse
- California Dept of Corrections & Rehabilitation
- Capital Area Development Authority
- City of Dallas Police Department
- City of Dublin Public Services Building
- City of Hermosa Beach
- City of Lincoln
- City of Los Angeles
- City of Palm Springs
- City of Sacramento Department of Utilities
- City of San Francisco Police Department
- City of San Jose Police Department
- City of San Leandro Police Department
- City of University Park Police Station
- City of Winters Police-Fire Station
- Cook County Courthouses
- County of Alameda Board of Supervisors Chambers
- County of Alameda Emergency Operations
- County of Dallas Records Building
- County of Denton Courthouses
- County of Los Angeles Office of Education
- County of Merced Emergency Operations
- County of Merced Main Administration Building
- County of Riverside Regional Medical Center
- County of Sacramento
- County of San Bernardino
- County of San Diego Operations Center
- County of Santa Clara Family Justice Center
- Department of Veterans Affairs
- Federal Reserve Bank of Cleveland
- Federal Reserve Bank of Dallas
- Federal Reserve Bank of New York
- Harris County Sheriff's Annex
- Indio Family Law Courthouse
- King County Metro
- Lake County Courthouse
- Lawrence Berkeley National Laboratory
- Los Angeles Police Department Metro/Rampart
- Marin County Emergency Operations
- Napa Criminal Courthouse
- New York Metropolitan Transit Authority
- Northern State Correctional Facility
- Oklahoma City Police Department & Courthouse
- Orange County Sanitation District
- Port of Long Beach Headquarters & Civic Center
- Port of Oakland Domain Awareness Center
- Port of San Francisco Pier 27
- San Mateo County Youth Services
- Santa Clarita Sheriff's Station
- Santa Rosa City Chambers
- Seacoast Utility Authority
- Snohomish County Courthouse
- State Compensation Insurance Fund
- Tehama County Courthouse
- US Navy Coastal Campus
- West County Re-Entry Treatment
- Whatcom County Public Services Building
- Utah Transit Authority
- Yuba City Courthouse



CYPRESS COLLEGE - NORTH ORANGE COMMUNITY COLLEGE DISTRICT | CYPRESS, CA

Guidepost was engaged to perform a campus-wide physical security assessment including technology systems, access control, video surveillance, intrusion, mass notification and visitor management. The intent of the assessment was to determine the existing physical security systems ability to evolve and meet future operational intent. Guidepost provided a detailed report identifying the capability of the existing systems functionality to enhance the campus physical security program. Systems integration was recommended to improve physical security alarm event monitoring providing the campus security office (CSO) with greater visibility and awareness of activity. Guidepost is currently engaged to provide video surveillance design build bridging documentation.

CLIENT REFERENCE

Alexander Porter
Vice President, Administrative Services
9200 Valley View Street
Cypress, CA 90630
aporter@cypresscollege.edu
714.484.7313

TEAM MEMBERS:

Nick Heywood, PMP



TOWN OF WESTFORD – MUNICIPAL BUILDINGS AND CITY SCHOOLS | LOS ANGELES, CA

Guidepost conducted a security risk assessment focused on physical site conditions, security technology, and extensive policies and procedures review for the Town of Westford municipal buildings, public schools, and the Nashoba Valley Technical High School. The assessment included a review of the existing security system and operational policies and procedures. The report captured in-depth interview data from key stakeholders, as well as photographs designed to illustrate key findings and recommendations, alongside security best practices for the client's consideration.

CLIENT REFERENCE

Mark Chambers
Police Chief
Town of Westford
55 Main Street
Westford, MA 01886
978.399.2345
mchambers@westfordma.gov

TEAM MEMBERS:

Nick Heywood, PMP



CITY OF PALM SPRINGS | PALM SPRINGS, CA

Guidepost is providing security systems consulting and design services to enhance the safety and security of multiple City of Palm Springs buildings. The buildings include City Hall, Police Department, City Yard and Fleet Building, and various Fire Stations. The project includes the upgrade of the existing access control system to a modern and more functional Enterprise system which will support the City moving forward. The new system will provide fully integrated City-wide access control and alarm monitoring on an easy to manage software platform.

CLIENT REFERENCE

Francisco J. Jaime, P.E.
Associate Civil Engineer
City of Palm Springs
3200 E Tahquitz Canyon Way
Palm Springs, CA 92262
Francisco.Jaime@palmspringsca.gov
760.323.8253 Ext 8750

TEAM MEMBERS:

Nick Heywood, PMP
David Rickerson, PSP, CPP, PMP

ADDITIONAL PROJECT EXPERIENCE

COOK COUNTY | COOK COUNTY, IL

Cook County, the second-most- populous county in the United States, originally engaged Guidepost to provide a full spectrum threat assessment, site-specific hardening recommendations, and designs for 10 county courthouse buildings' (CCBs) entrances as part of the County's Capital Improvement Plan (CIP) through a DHS funded grant program, the Urban Areas Security Initiative (UASI). Guidepost prepared a transfer package, which included site and building plans and pertinent interior elevations, calculated rough order of magnitude (ROM) cost estimates for each entrance, and instructions for the Architect of Record. We continue to provide support during implementation and during the courthouse reactivation amid the COVID-19 pandemic.



AARP | WASHINGTON D.C.

Guidepost conducted a security assessment for AARP's headquarters in Washington, D.C., developing a Basis of Design and Security Master Plan for the organization to be implemented over the facility's multi-year rolling renovation project. Upon completion, Guidepost was further engaged to provide full design, tender, and construction administration services for the security systems, and development of Standard Operating Procedures (SOPs) and Post Orders for newly implemented security measures and posts.



ALZHEIMER'S ASSOCIATION | CHICAGO, IL

The Alzheimer's Association engaged Guidepost to perform a security risk assessment across selected chapter offices and Walk to End Alzheimer event sites. Guidepost served as a partner for the organization providing key insight on identified physical security risks and gaps in emergency response procedures. Guidepost developed practical solutions to address vulnerabilities, that considered implementation cost/benefits for alternative solutions and enable a roadmap to move from the current state to the future state. Guidepost specifically provided recommendations on the background check process for staff and volunteers and recommendations for safety and security training and awareness initiatives.



CORPORATE CENTER PASADENA - SECURITY ASSESSMENT | PASADENA, CA

Guidepost is providing physical security consulting and assessment services for Corporate Center Pasadena. The security assessment process utilized site security surveys and interviews to evaluate the security program, including architecture, technology, and operations. The resulting master plan details the gap analysis for the security program security operations, administration, command and control, policies, and procedures, reporting and audits, infrastructure, communications, and electronic security from the current state to the desired future state. Guidepost combines long-term operational considerations with electronic security design considerations to ensure that the enhanced security program functions effectively and is sustainable in real-world deployment.



CITY OF OXNARD WATER DIVISION | OXNARD, CA

Guidepost is providing security risk assessment consulting services as well as electronic security systems and security barriers consulting and design services for the City of Oxnard Water Division. Guidepost is working closely with multiple City stakeholders to provide a comprehensive security design and implementation plan to enhance the Water Division's security program. The security risk assessment provides data-driven threat and vulnerability risk analysis to guide the plan. Our design translates the recommended countermeasures to actionable design drawings and specifications for contractor bid and installation.



LAWA INTERMODEL TRANSPORTATION FACILITY WEST | LOS ANGELES, CA

Guidepost conducted a threat and vulnerability assessment (TVA) for Los Angeles World Airports. The TVA included providing security operations and technology consulting and protective design services for the new transportation facility providing connection to light rail "Automated People Mover" planned as part of LAX's overall Landside Access Modernization Program (LAMP). A progressive design-build project, Intermodal Transpiration Facility–West (ITFW) integrates parking facilities together with bus terminals, passenger services, and secure airport operations space.

LAWA
LOS ANGELES WORLD AIRPORTS

VICTORY PARK | DALLAS, TX

Hillwood Development selected Guidepost to conduct a comprehensive threat, vulnerability, and risk assessment for Victory Park. The team identified the risks associated with the placement of such an iconic development adjacent to some of the historically highest crime areas in Dallas. Our services included the assessment's delivery, development of security operational guidelines, establishment of the appropriate staffing levels for security personnel onsite, and the procurement/selection management for the security services provider.



CALIFORNIA DEPARTMENT OF WATER RESOURCES | SACRAMENTO, CA

Guidepost provided security consulting services for the California Department of Water Resources East Branch district located in Sacramento, California. Our services included a security assessment of the existing buildings and satellite locations and security systems design for all existing buildings and new construction within the district.

POWAY UNIFIED SCHOOL DISTRICT | POWAY, CA

Guidepost assessed thirty-eight (38) schools and two (2) district facilities buildings. Our assessments included the review of existing safety and security policies, procedures, emergency plans, and physical security measures. Guidepost deployed a team of K-12 experts to observe, collate, and provide recommendations and solutions for corrective measures for an enhanced and consistent security approach across all schools dependent on school type (Elementary, Middle, High). Guidepost also provided Security Management Plan and Emergency Management Plan templates for District use and distribution across its schools to support consistent security and emergency planning and implementation of incident response.





Guidepost

PROJECT UNDERSTANDING, METHODOLGY + APPROACH

PROJECT UNDERSTANDING

The Guidepost team is prepared to provide the City with a comprehensive physical security and electronic security systems assessment and master plan. This project will identify assets, threats, and vulnerabilities to provide recommendations for upgrades and enhancements required to provide effective, efficient, and standardized electronic security systems command and control of a City facilities. The recommended mitigation countermeasures will directly address the identified asset, threat, and vulnerability scenarios and vectors to reduce residual risk to acceptable and manageable levels.

MASTER PLAN APPROACH

The Guidepost team will take a comprehensive approach to assessing and developing security measures for the City facilities, considering multiple risk mitigation techniques simultaneously. We will evaluate how the electronic security systems function as an integral component of the overall security program in conjunction with standards, policies, and procedures. Guidepost understands that for any security program to be effective it must align with the constraints and context of the community, organizational culture, budget, staffing, administration, and roles and responsibilities of the various departmental stakeholders.

By addressing the following three core security program elements in an equally weighted and systematic manner, we will ultimately realize the most effective and efficient means to secure the City's operations, people, and critical facilities. The three core elements of any security program are:



(01) Operations - Includes policies and procedures, alarm monitoring and response, reporting, system administration, staffing, training, and Information Systems management.

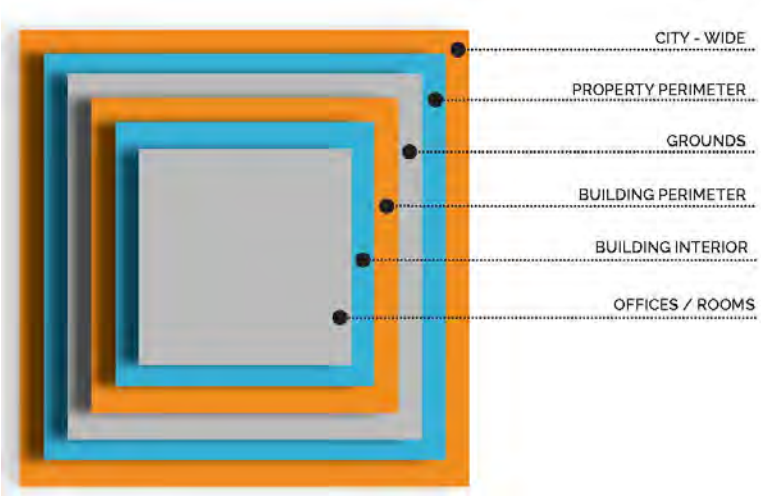
(02) Physical / Architecture - Includes doors, windows, loading docks, perimeter fencing, exterior lighting, vehicle barriers and gates, landscaping, signage, device mounting, and constructability.

(03) Technology / Electronic Systems - Includes card reader access control, security video surveillance, intrusion detection, security communications, security management software, cybersecurity, network security, wireless and cloud communications, documentation, and service and maintenance.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

With respect to additional security program concepts for protecting City facilities, the assessment and master plan will incorporate the recognized principals of Crime Prevention Through Environmental Design. CPTED is a set of concepts that informs and guides non-technology-based security program design by leveraging natural access control, natural visual surveillance, territorial reinforcement, and maintenance. Each of these security program design concepts support the effectiveness of technology-based solutions, such as video surveillance systems, without requiring recurring costs from low-voltage infrastructure and licensing. CPTED reinforces the effectiveness of electronic security systems and acts as a deterrent by altering the perception of risk and thereby altering the decision-making process of potential threat actors.

LAYERED SECURITY



Another security program concept that will be incorporated into the assessment and master plan is the industry standard strategy of "concentric layers of protection". This approach is based on providing multiple interrelated layers of protection that originate at the facility perimeter and are replicated at various other layers as one proceeds towards the most critical areas and assets. These additional layers include the building entries, interior lobbies, vertical transportation, departmental zoning, and interior controlled areas such as HR suites and IDF equipment closets. Each layer provides deterrence, detection, and delay, while the secured transitions between the layers provide access control and opportunities for alarm monitoring and response.

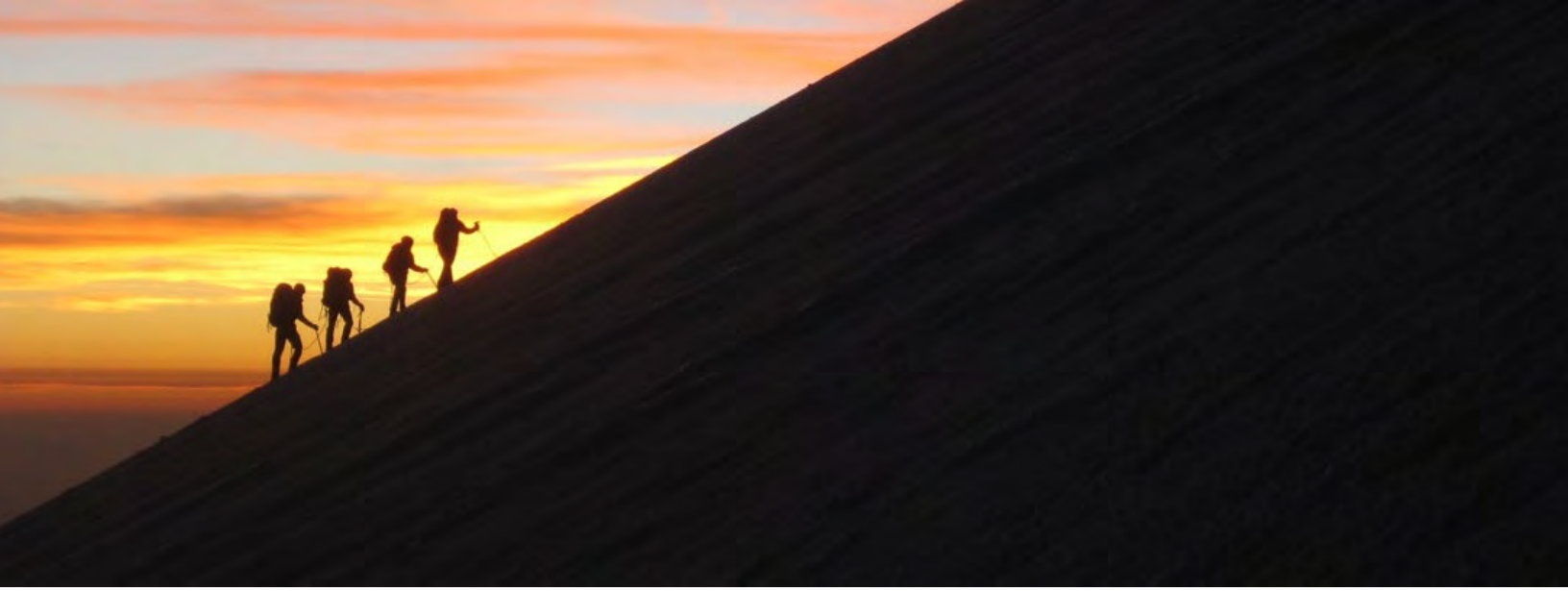
PROJECT APPROACH

Guidepost will successfully deliver the comprehensive physical security and electronic security systems assessment and master plan using our proven three-step process described below.

ASSESSMENT: The Guidepost team will conduct meetings with designated City staff representatives to identify security issues and opportunities as well as security system device and equipment infrastructure, locations, needs, and related operational concerns. We will conduct thorough site assessments of each of the facility locations identified in the RFP. The site assessments will evaluate the existing conditions including staffing, policies and procedures, and electronic security systems supporting infrastructure including door hardware, cabling, network, and power.

MASTER PLAN: The Guidepost team will prepare a master plan for review and consideration which documents the findings and recommendations from the site assessments. The master plan will propose alternative solutions which describe the pros and cons – and costs – for various solutions and emerging technologies, along with opportunities for phased implementation. Guidepost will work closely with the designated City t staff representatives to evaluate and understand the various alternative solutions and supporting infrastructure investment so that the City may make an informed decision.

LEAD PROJECT MANAGEMENT: Guidepost's project manager for this engagement is certified as a Project Management Professional (PMP) by the Project Management Institute. Our project management processes will follow best practices from the Project Management Institute Project Management Body of Knowledge (PMBOK) guide including regular design team coordination meetings, project status communications, scope and schedule management, risk management, and quality control. He also maintains Physical Security Professional and Certified Protection Professional certifications through the American Society for Industrial Security (ASIS).



Guidepost

TEAM MEMBERS



NICK HEYWOOD PMP

Principal-in-Charge

Nick Heywood is an experienced project manager with the ability to successfully deliver complex multi-discipline projects on-time and within budget. As a trusted advisor, Mr. Heywood maintains open communication between his client and the project team, ensuring that the client's needs are clearly understood. Mr. Heywood's vertical sector experience encompasses education, healthcare, corporate, and detention.

Mr. Heywood's vertical public sector experience encompasses city/county, education, healthcare, corporate, and detention clients. He conducts physical security and safety assessments and develops existing condition observations into solutions that will provide enhancements to the security posture. Mr. Heywood is experienced in providing security technology systems solutions and designs, and he serves as the owner's representative ensuring that project deliverables are successfully delivered and meet the operational intent of the design and the wants, needs and requirements of the client's investment.

EDUCATION

- Bachelor of Arts (Hons) Business Administration, University of Huddersfield, England

CERTIFICATIONS

- Project Management Professional (PMP)

PROFESSIONAL AFFILIATIONS

- ASIS International
- Project Management Institute

YEARS WITH GUIDEPOST

- 8

AREAS OF EXPERTISE

- Project Management
- Security and Safety Assessments
- Operational Policy & Procedure Protocol Development
- Low Voltage Systems Design

RELEVANT EXPERIENCE

- Provo City School District | Provo, UT
- City of Palm Springs | Palm Springs, CA
- County of Merced | Merced, CA
- City of Sacramento Department of Utilities | Sacramento, CA
- City of West Sacramento | West Sacramento, CA
- Town of Westford Public Schools + Municipal Buildings | Westford, MA
- San Jose Evergreen Community College District | San Jose, CA
- Cypress Community College | Cypress, CA
- Fullerton Community College | Fullerton, CA



DAVID RICKERSON PSP, CPP, PMP

Lead Project Manager

David Rickerson has more than 20 years of professional experience in security program planning and consulting as well as the design, engineering, specification, and project management of a diverse array of technology solutions. His project experience spans a wide variety of markets including public sector, healthcare, higher education, K-12, corporate, data centers, and museums. His technical areas of expertise include access control, alarm monitoring, video surveillance, video analytics, intrusion detection, Crime Prevention Through Environmental Design (CPTED), Security Operations Centers (SOC), emergency communications, telecommunications, and various other low-voltage systems. His experience with systems integration, administration and operations management, organizational best practices and staffing, electrified locking door hardware and keying systems, and constructability coordination greatly enhances his ability to lead projects to a successful completion in real-world deployments.

Mr. Rickerson has completed the American Water Works Association (AWWA) Utility Risk and Resilience Certificate Program. This certificate program provides a foundation for the development of an all-hazards approach to water utility risk and resilience management. The certificate program includes the following five modules: Facilitating Compliance with America's Water Infrastructure Act of 2018, Security Practices for Operations and Management, Risk and Resilience for Water and Wastewater Systems, Emergency Planning, and Cybersecurity in the Water Sector. The certificate program is based on several AWWA standards and associated resources (G430, G440, J100, and Cybersecurity Guidance) that facilitate compliance with provisions of America's Water Infrastructure Act (AWIA) of 2018 for a water utility Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). By completing this program, Mr. Rickerson allows Guidepost to be a trusted partner in the development of water utility Risk and Resilience Assessments and Emergency Response Plans.

Mr. Rickerson concluded his Chapter Officer leadership position as Chair of the San Francisco Bay Area Chapter of ASIS International in 2017. This position was a four-year commitment which included the Secretary, Treasurer, and Vice Chair positions. Mr. Rickerson is also a Member of the ASIS International Security Architecture and Engineering Council.

EDUCATION

- Bachelor of Science, Computer Information Systems, Humboldt State University
- Associate of Science, Architectural Design Drafting, Western Career College

CERTIFICATIONS

- ASIS International - Physical Security Professional (PSP)
- ASIS International - Certified Protection Professional (CPP)
- Project Management Professional (PMP)

PROFESSIONAL AFFILIATIONS

- Construction Specifications Institute
- ASIS International
- Project Management Institute
- American Water Works Association

YEARS WITH GUIDEPOST

- 15

AREAS OF EXPERTISE

- Security Technology
- Low Voltage Systems
- Door Hardware Coordination

DAVID RICKERSON (CONTINUED)

- Construction Administration
- Security Program Development
- Security Risk Assessments
- Master Planning
- Security Operations
- Security Administration
- Threat and Vulnerability Assessments
- Policy and procedure development
- Security Operations Centers (SOC)

RELEVANT EXPERIENCE

- Santa Rosa Junior College | Santa Rosa, California
- Valley Water District | San Jose, California
- Delta Diablo Sanitation District | Antioch, California
- Oregon Lottery | Statewide, Oregon
- Central Contra Costa Sanitary District | Martinez, California
- Orange County Sanitation District | Fountain Valley, California
- City of Palm Springs | Palm Springs, California
- San Diego County Operations Center | San Diego, California
- State Compensation Insurance Fund | Statewide, California
- City of Oxnard | Oxnard, California



JOHN DUMMETT

Subject Matter Expert, Safety + Security

John Dummett is an innovative and versatile security expert, with more than 15 years of experience delivering customer-focused, operational quality solutions in challenging security, operations and Environment, Health, and Safety (EHS) settings.

Mr. Dummett is an expert in current enterprise card access systems, IP-based CCTV systems, and intrusion monitoring technologies. He has a proven track record of securing high risk industrial and commercial facilities. Mr. Dummett's approach factors process, policy, and physical security manpower into security technology deployments, maximizing delivered value to the organization. Additionally, he has a unique background in leveraging security technologies in supply chain operations and in developing value-generating loss source metrics to reduce operating costs. Further, Mr. Dummett has a demonstrated track record of success leading and coordinating teams in contract guard service management, project management, business continuity and disaster recovery, regulatory process compliance including OSHA and DOT criteria, and extensive experience working with municipal jurisdictions and first response government agencies.

Prior to joining Guidepost Solutions, Mr. Dummett rose through the ranks of corporate security, EHS and loss prevention programs, and held high level management positions in both the retail industry and wholesale regulated substance industry.

EDUCATION

- Master of Business Administration, Operations Management, University of Pennsylvania – Wharton School
- Bachelor of Arts, History, Minor in Communication and Economics, University of California at Davis

CERTIFICATIONS

- Lean Six Sigma, Green Belt Certification, May 2017
- IPVM: Access Control, IP Video, and IP Video Networking

YEARS WITH GUIDEPOST

- 3

AREAS OF EXPERTISE

- Physical Security
- Operational shortage reduction & loss prevention
- IP CCTV systems
- Enterprise electronic access control

RELEVANT EXPERIENCE

- Horton Plaza | San Diego, California
- Beacon Properties | San Francisco, California
- Equity Office | San Francisco, California
- JLL | Western Regional High Rises
- Western Digital Corporation | Worldwide
- Robinhood Markets, Inc. | Worldwide
- Genentech, Inc. | South SF GSOC Monitoring Center
- Electronic Arts Inc. | Redwood City, California
- TransAmerica Pyramid Tower | San Francisco, California
- Post Montgomery Tower | San Francisco, California



JORDAN HUDSON

Subject Matter Expert, Safety + Security

Jordan Hudson has expertise in physical and technical security assessments as well as security design for private and public entities internationally and across the United States. She has also served on projects for emergency management and action planning, independent security studies, as well as investigations. Prior to joining Guidepost, she was a security consultant for an international leader in safety, security and risk-based engineering and consulting.

Ms. Hudson has performed and supported a multitude of design and assessment projects throughout her career across most major verticals, including professional sports stadiums, cultural museums, chemical plants, industrial sites, high profile residences and offices among others. She has provided security design, REVIT modeling, and research assistance for various projects such as multiple US Embassy designs. Additionally, Ms. Hudson has operated as the on-site representative and collaborated with architectural firms for COVID-19 related contamination mitigation egress route creation.

As an intern with the U.S. Department of Defense, Missile Defense Agency (MDA), Ms. Hudson participated in the MDA Open-Source Intelligence Resource Initiative, utilizing analytical research skills to identify and report Department of Defense controlled information on the open web. Due to the effectiveness of her work, she received a personal letter of commendation from the Director of Technical Intelligence of the MDA.

Ms. Hudson has intermediate proficiency in Mandarin Chinese.

EDUCATION

- Bachelor of Science, Global Security and Intelligence Studies, Embry-Riddle Aeronautical University, Concentration in Chinese – Mandarin, Minor in Business Administration

PROFESSIONAL AFFILIATIONS

- ASIS International

YEARS WITH GUIDEPOST

- 1

AREAS OF EXPERTISE

- Global Investigations
- Enterprise Security
- Security Design + Assessment
- Risk Assessment
- Independent Security Studies

RELEVANT EXPERIENCE

- San Jose Community College District | San Jose, California
- Shedd Aquarium | Chicago, Illinois
- The Africa Center | Manhattan, New York
- US Foreign Embassies | Multiple Locations
- State Capital of Illinois | Springfield, Illinois
- Kirkland & Ellis | Nationwide
- Kroger | Nationwide
- Givaudan Chemical Manufacturing | Cincinnati, Ohio

- John's Hopkins University | Baltimore, Maryland
- Vandenburg Space Force Base | Vandenburg, California
- Western Digital Corporation | Worldwide
- Applied Materials | Worldwide

Guidepost

Bogotá
Boston
Chicago
Dallas
Honolulu
London
Los Angeles
Miami
New York
Palm Beach
Phoenix
San Francisco
Seattle
Singapore
Walnut Creek
Washington, DC



WE ARE YOUR GUIDEPOST.

Guidepost Solutions offers global investigations, compliance, monitoring, and security and technology consulting solutions that keep you moving forward. Whether you are facing a challenge or pursuing an opportunity, our team of experts provides leadership and strategic guidance to address your needs.

NICK HEYWOOD PMP

Associate Vice President
+1 510.250.6235
nheywood@guidepostsolutions.com
guidepost-solutions
GuidepostGlobal

© Guidepost Solutions LLC

Proposal for:
Security Assessment
12/2/2022

Prepared by:
Jeff Zisner, Certified Protection Professional
President & CEO

PPO#16744 | PI#27756
310-838-2787 | jzisner@aegis.com
10866 Washington Blvd. Suite #309
Culver City, California 90232
www.aegis.com

Prepared for:
Nick Mangkalakiri, P.E., City Engineer

City of Cypress
nmangkal@cypressca.org
5275 Orange Ave. Cypress, CA 90630

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A Step in the Right Direction…

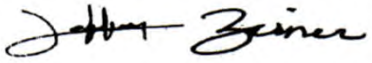
Dear Nick,

AEGIS specializes in high-end, customer service focused security, investigative, training, and consulting solutions. Since our inception in 2007, our goal has been to **meet and exceed** our client's expectations. We accomplish this by conducting a physical assessment of the internal and external environment, analyze existing policies and procedures, and by focusing our audits tuned to our clients' hierarchy of needs, resulting in a high quality deliverable our clients appreciate and can use.

Combining a full service audit with crime prevention through environmental design, facilitated discussions and SWOT analysis, penetration testing, analysis of modus operandi, and training programs within the client's hierarchy of needs is what we collectively call "The AEGIS Difference." The philosophies of "The AEGIS Difference" allow us to add value and differentiate ourselves from other security consultants.

We very much look forward to having you as special and valued client. If you have any questions regarding our services or topics within this proposal, please feel free to reach out to me directly any time.

Warmest Regards,

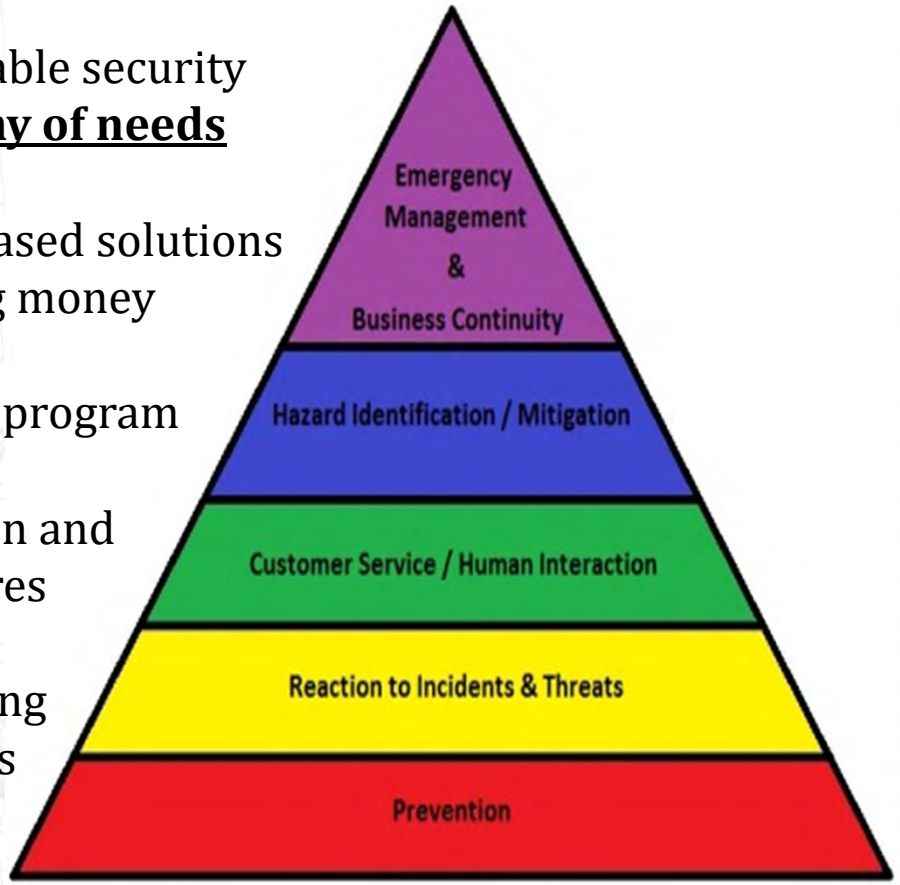


Jeffrey Zisner, CPP
President & CEO
AEGIS Security & Investigations Inc.

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The AEGIS Difference

- Constructing and deploying a scalable security plan tuned to our clients' **hierarchy of needs**
- Providing policy and procedural based solutions to create change without spending money
- Full evaluation of current security program
- Analysis and design of security plan and emergency management procedures
- Value adds including unique training and specialized consulting services



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What is AEGIS?



AEGIS was designed, developed, and deployed by the US Navy in December 1969 after “the aegis”, the shield of the Greek god Zeus.

The heart of the system is an advanced radar array known as “the Shield of the Fleet.” The high power system performs searching, tracking, and missile guidance functions simultaneously against over 100 land, sea, or air threats up to 100 miles away.



AEGIS Security & Investigation’s mission is to effectively and efficiently create a system capable assessing, evaluating, testing, preventing, and responding to a broad range of threats and client concerns.

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Our Philosophy

We see many of the services we provide much like that of an insurance policy

While you can drive with minimal coverage, it won't protect you **when** you get into an accident.





An ounce of prevention is worth a pound of cure

A little effort up goes a long way in identifying, managing, and minimizing issues.

"Ultimate excellence lies not in winning every battle, but in defeating the enemy without ever fighting."

— Sun Tzu, The Art of War

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Company Management Structure

Jeff Zisner
President & CEO

Shayna Bornstein
VP, People & Payroll

Doron Horowitz
VP, Strategic Initiatives

Mark Van Holt
VP, Special Projects

Kelsey Good
HR Manager

Leia Bonilla
Director of Scheduling

Jose Gonzalez
Director of Operations

Charles Jasper
Director of Protective Intelligence

Nicky Frankel
Senior
Recruiter

JR Martino
Area Manager
San Diego

Jesse Cerritos
Area Manager
Southern California

Justin Lee
Area Manager,
Northern California

Robert Sanchez
Area Manager,
Central California

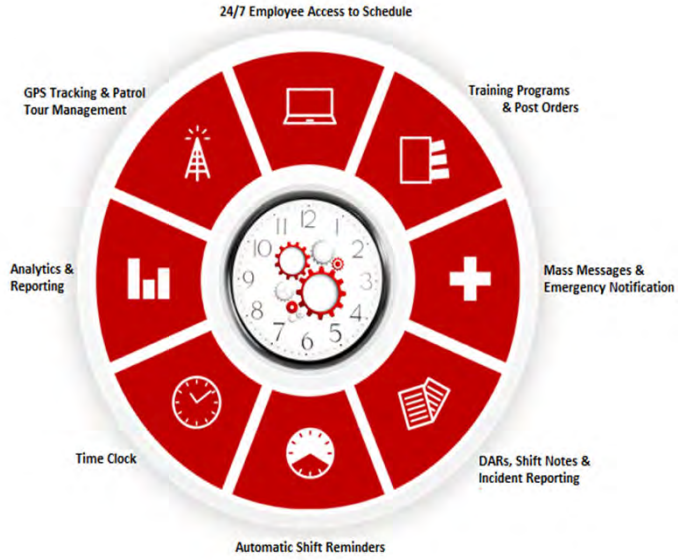
David Macias
Ops Manager, S. Cal

Jahnita Davis
Office Manager, N. Cal

Oscar Esparza
Ops Supervisor, C. Cal

Carlos Olivo
Field Supervisor

Yonathan Herrera
Field Supervisor



Site Security
Manager

Site Security
Supervisor

Site Security
Supervisor

Security Officer

Security Officer

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Project Team



Jeff Zisner, CEO w/ 18 years experience in assessments/consulting
Media recognized and ASIS board certified security expert (CPP)
Court vetted expert witness and California Certified Security Instructor
FBI's Infragard LA Commercial Facilities Liaison
Jeff will function as the primary consultant and project manager



Mark Van Holt, VP of Special Projects w/ 35 years experience
Retired Police Chief from Santa Ana Unified School District
National expert of community oriented policing, security management, and site risk mitigation in municipalities



Doron Horowitz, VP of Strategic Initiatives w/ 30 Years experience
Former Sr. National Security Advisor, Security Communities Network
Former Director of National Security Infrastructure for the Canadian Jewish Community & Retired Israeli Special Police Unit Commander



Charles Jasper, Director of Protective Intel w/ 17 years experience
Former Security Administrator for Westfield Malls conducting Assessments, and developing implementing security strategic plans
Retired US Army Officer tasked with intel and force protection

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Our Experience

- Armed and unarmed security
- Loss prevention agents
- Special event security
- Executive protection agents
- Fraud and theft investigations
- Workers compensation fraud
- Hostile employee termination
- Security cameras and alarms
- Risk/vulnerability assessments
- Physical target hardening
- Active shooter training
- Workplace violence training
- Terrorism awareness training
- Security team training

Some of our clients have included:

PAYNTER REALTY & INVESTMENTS, INC.
HANFORD CHRYSLER DODGE Jeep RAM
WESTIN HOTELS & RESORTS
SUNSET MARQUIS
ACE HOTEL
The Fairmont MIRAMAR HOTEL SANTA MONICA
THE PENINSULA BEVERLY HILLS
The Standard
Marriott
pink taco
Shutters HOTEL ON THE BEACH SANTA MONICA, CALIFORNIA
sbe
ANGEL CITY BREWERY
california PIZZA KITCHEN CPK
Water and Power Community Credit Union Powerful, together.
WYLD
dosist
SOUTHERN CALIFORNIA
smashbox STUDIOS
LOS ANGELES Rams
MRCA Mountains Recreation & Conservation Authority
ASSOCIATION of GOVERNMENTS
MOLDEX
72 and Sunny
Samaritan's Purse INTERNATIONAL RELIEF
embarc
GRANADA HILLS CHARTER HIGH SCHOOL
THE OAKS SCHOOL
EL CAMINO REAL CONQUISTADORES 1909
California State University Northridge
SHALOM INSTITUTE Malibu Est. 1951
YAVNEH EST. 1958
The Coffee Bean & Tea Leaf Est. 1963

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Security Assessments

AEGIS's consulting services are designed to conduct a broad evaluation, answering client's questions, posing new ones, reviewing and auditing existing practices, suggesting alternatives to an existing framework and detailing and creating deployable plans.



"Whoever is first in the field and awaits the coming of the enemy, will be fresh for the fight; whoever is second in the field and has to hasten to battle will arrive exhausted."

— Sun Tzu, The Art of War

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Comprehensive Security Assessment – Advance

Intelligence Gathering & Preparation

Duration: ¼ Day Per Site

- Environmental reports, crime reports, history of the site, historical issues, problem areas, current security program, and desired client initiatives
- Obtaining law enforcement, medical, and fire response capabilities

Pre-Assessment Policy & Procedure Review

Duration: ½ Day Per Site

- Evaluation of existing security Standard Operating Procedures
- Evaluation of existing Emergency Action Plans
- Assessment of reporting, tracking, screening, and communication systems

Employee Self Assessment

Duration: ¼ Day Per Site

- Crafting surveys to identify crowd sourced employee safety, security, and environmental shortfalls
- Identifying and sourcing survey responses from employees able and willing to provide input for consideration
- Analysis of employee feedback

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Comprehensive Security Assessment – On-Site

Red Team Penetration & Vulnerability Testing

Duration: Upon arrival

A full scale, real time, simulated breach to test response times, effectiveness of current procedures, and emergency response against industry standards

Crime Prevention Through Environmental Design (CPTED)

Duration: 1 Day Per Site

- Examination of internal and external spaces within the surrounding area
- Analysis of defensible space, access control, and lockdown/evacuation SOPs
- Study of natural and built surveillance from security posts
- Evaluation of access control systems, CCTV, alarms, structural components, lighting, and other physical security improvements
- Assessment of territorial reinforcement based on the modus operandi

Physical Security Team Audit

Duration: Concurrent with site visit (1) Day Per Site

- Observation of effectiveness of security team at assigned roles
- Adherence to best practices and SOPs
- Identification of policy, procedural, and training deficiencies

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Comprehensive Security Assessment – On-Site

Facilitation of Systems Approach to Risk Management
Duration: Concurrent with site visit (1) Day Per Site
A guided discussion with the crisis action team to develop a site specific, cost effective, deployable plan based on a SWOT analysis, prevailing threats, and the root cause examination

Tabletop Scenario Gaming
Duration: Concurrent with site visit (1) Day Per Site
The facilitation of tabletop scenarios are designed to test security and emergency procedures in a real world environment

Policy / Procedure Review & Risk Mitigation
Duration: Concurrent with site visit (1) Day Per Site

- A guided discussion with crisis action team
- Evaluation & improvement of existing security Standard Operating Procedures
- Evaluation & improvement of existing Emergency Action Plans



USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

Comprehensive Security Assessment – Wrap Up

Review of Architectural Plans & Existing Systems / Design Updates
Duration: ½ Day
A detailed review of the existing built environment and systems as well as overlaying design updates on existing plans

Notes & Report Writing
Duration: 1 Day Per Site
Compiling field notes, writing draft reports, updating revisions, and submitting final drafts



RFP for Systems Improvements & Cost Analysis
Duration: 1/2 Day Per Site
Creating RFPs, sourcing vendors, disseminating RFPs, conducting site walks, analysis of responses

Color Coded Final Deliverable Report w/ Options for Consideration

Optional Customized All Hazards Emergency Action Plans
Customized, site specific, carefully crated plans addressing potential issues

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Tentative Implementation Plan

-January

- Notice of Award
- Joint kickoff meeting
- Identify stakeholders
- Request current plans
- Develop execution plan
- Conduct intel, SOP/EAP review
- Send employee survey

-February

- Review survey results
- Conduct site visits
- Perfrom assessments
- Meet w/ stakeholders
- Assemble field notes

-March

- Outline systems improvements
- Outline infrastructure changes
- Submit progress report
- Develop RFPs for cost data

-April

- Source potential vendors
- Distribute the RFP
- Schedule site walks
- Finalize draft reports
- Submit final drafts



-May

- Collect RFP responses
- Analyze responses
- Detail recommendations
- Submit final report
- Conduct presentations

Project Completion

Optional Workplace Violence Prevention & Active Shooter Training







Level 1: How to Survive an Active Shooter Lecture

1 Hour | Maximum Participants: 100

Participants will learn proven techniques on how to survive an active shooter taught by a security expert and professional instructor.

Level 2A: How to Survive an Active Shooter Workshop w/ Demos

2.5 Hours | Maximum Participants: 50

Included are immersive physical scenarios that force participants to react quickly.

Level 2B: Workplace Violence Prevention & Active Shooter Survival Workshop

2.5 Hours | Maximum Participants: 50

Included is situational awareness training and table top exercises that test participants' knowledge, understanding, and reaction to perceived threats.

Level 3: Workplace Violence Prevention & Active Shooter Survival w/ Demos

4 Hours | Maximum Participants: 50

Our most popular programming including all of the above.

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EXPERIENCE THE AEGIS DIFFERENCE

References

Alexis Grossman
Network Operations Lead
Alliance College-Ready Public School
213-651-0412 | agrossman@laalliance.org
Scope: 23 Charter school campus assessments w/ deliverables, SOP/EAP review, + progress meetings, and stakeholder presentations

Omar Castillo
Director of Security
San Francisco War Memorial and Performing Arts Center
415-554-6331 | Omar.Castillo@sfgov.org
Scope: Security assessments for 3 large public municipal facilities (War Memorial, Opera House, & Symphony w/ deliverables, SOP/EAP review + active shooter training workshops for staff

Lori Zaragoza
Administrative Director
Granada Hills Charter High School
818-384-0096 | lzaragoza@ghchs.com
Scope: Security assessments for 2 large campuses, SOP/EAP review + active shooter training workshops for staff + on-site security services

San Francisco War Memorial & Performing Arts Center

Date: October 21, 2022

To: Jeff Zisner, CPP
President & CEO
AEGIS Security & Investigations Inc.

From: Omar Castillo
Director of Security, San Francisco War Memorial

Subj: Appreciation Letter

I would like to express my appreciation for a job well done by Jeff Zisner and his team. The War Memorial Preforming Arts Center reached out to Jeff regarding active shooter training, property assessment and consulting. Jeff was professional, responsive, and effective from beginning to end. The entire process went very smoothly, and the training class was successful.

Jeff personally made a site visit to our property, consulted on different security and safety aspects, and provided the active shooter training to our diverse staff. Jeff took the time and effort to tailor the training to our specific needs and provided feedback throughout the process. Jeff was able to answer the hard questions and communicate solutions. I look forward to working with Jeff on future training classes.

I congratulate you on a well-developed program.

Thank you,

Omar Castillo

Omar Castillo
Director of Security, San Francisco War Memorial

SCAG™
INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
818 West 7th Street, 12th Floor
Los Angeles, CA 90017
T: (213) 236-1800
F: (213) 236-1825
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

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Margaret E. Finlay, Duarte

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Alan D. Wapner, Ontario

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Bill Jahn, Big Bear Lake

Immediate Past President
Michele Martinez, Santa Ana

COMMITTEE CHAIRS

Executive/Administration
Margaret E. Finlay, Duarte

Community, Economic & Human Development
Rex Richardson, Long Beach

Energy & Environment
Carmen Ramirez, Oxnard

Transportation
Curt Hagman, San Bernardino County

August 28, 2017

Dear Prospective Client,

I am writing this letter of recommendation for Aegis Security and Investigations. Southern California Association of Governments (SCAG) began using Aegis in December 2015 to provide on-site security for our Los Angeles office and various off-site events within the southern California region.

We found Jeff Zisner and the Aegis security officers to be knowledgeable, professional and extremely helpful to our security needs. Jeff provided security solutions that have since been incorporated into our day-to-day activities. He and his staff provided multiple in-depth active shooter training to our staff as well as a broad spectrum security assessment of our offices that resulted in improvements including a single access security kiosk, panic buttons, and backup satellite phone system. Aegis has been able to handle any requests for coverage, even last minute armed or unarmed officers. We always felt very safe with Aegis Security and Investigations. I would highly recommend Aegis Security and Investigations to anyone experiencing security issues or concerns at their office locations.

Sincerely,



Catherine Kirschbaum
Chief Information Officer
Southern CA Association of Governments

KICKAPOO LUCKY EAGLE® CASINO•HOTEL

October 30, 2019

To Whom It May Concern:

Please accept this as a letter of recommendation for AEGIS Security & Investigations.

AEGIS Security & Investigations provided our property with an active shooter training course on October 2, 2019 through October 4, 2019. The course consisted of prevention, preparedness, and response tactics that will protect an organization such as ours. At the end of the course AEGIS evaluated and conducted a threat assessment of our property. The assessment was very precise and written in a very effective manner.

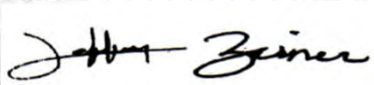
I highly recommend AEGIS Security & Investigations to any organization. They have provided the training and assessment needed to meet our needs. If you have any questions or require further information about our experience in working with AEGIS Security & Investigations, please feel free to contact me.

Sincerely,

Antonio Gonzalez Jr.
Director of Security
Kickapoo Lucky Eagle Casino
Antonio.GonzalezJr@klecasino.com

To City of Cypress:

The undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, and conditions listed in this proposal, pending final acceptance of the service agreement.



_____

Jeffrey Zisner
President & CEO
AEGIS Security & Investigations Inc.

The offer, services contract, and terms are hereby accepted, pending final acceptance of the service agreement.

Awarded this _____ day of _____2022.

_____

Nick Mangkalakiri, P.E.
City Engineer
City of Cypress
5275 Orange Ave. Cypress, CA 90630

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/24/2023

SUBJECT: Receive and File the Investment Report for the Month Ended March 31, 2023

RECOMMENDATION

Receive and file the attached investment report.

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 March 31, 2023, the City had $192.7 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 3.77%. 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 March 31, 2023. The Investment Report consists 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 In Trust - Shows the investments held in trust

by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. 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 in the pension trust.

As mentioned previously, the City had $192.7 million (current market value) in cash and investments at March 31, 2023. The investments included Federal Agencies and US Treasuries Debt ($126.3 million) and Investment Pools ($64.6). The City's bank accounts held $1.8 million on March 31, 2023.

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.

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: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended March 31, 2023

City of Cypress

Summary of Cash and Investments

As of March 31, 2023

	Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1)	Ckg	General Operating Account	Bank of the West		4/1/2023	-	$ 1,734,947.45	$ 1,734,947.45
	Pool	Local Agency Investment Fund	State Treasurer		4/1/2023	2.831	34,000,000.00	33,367,234.77
	Pool	Local Agency Investment Fund	State Treasurer		4/1/2023	2.831	26,000,000.00	25,516,120.71
	Pool	CalTRUST Medium Term Fund	CSAC Finance		4/1/2023	3.360	5,715,762.18	5,715,762.18
	FFCB	Federal Farm Credit Bank	Bank of the West	2/21/2023	8/21/2024	4.875	10,000,000.00	10,023,100.00
	FFCB	Federal Farm Credit Bank	Bank of the West	10/27/2022	10/17/2024	4.620	5,000,000.00	4,971,400.00
	FFCB	Federal Farm Credit Bank	Bank of the West	1/10/2023	1/10/2025	4.310	3,010,800.00	3,004,740.00
	FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,731,680.00
	FFCB	Federal Farm Credit Bank	Bank of the West	1/13/2023	1/13/2026	4.000	2,000,000.00	1,999,140.00
	FFCB	Federal Farm Credit Bank	Bank of the West	3/2/2023	3/2/2026	4.478	5,003,000.00	5,060,050.00
	FHLB	Federal Home Loan Bank	Bank of the West	2/16/2023	8/16/2023	4.881	9,763,694.44	9,825,100.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/9/2022	11/9/2023	2.611	5,000,000.00	4,939,450.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/16/2022	2/16/2024	2.651	4,500,000.00	4,415,625.00
	FHLB	Federal Home Loan Bank	Bank of the West	2/27/2023	2/27/2024	5.125	10,000,000.00	10,004,400.00
	FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.749	3,000,000.00	2,953,410.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,797,710.00
	FHLB	Federal Home Loan Bank	Bank of the West	3/20/2023	6/20/2025	5.379	5,000,000.00	5,045,500.00
	FHLB	Federal Home Loan Bank	Bank of the West	3/28/2023	3/28/2028	6.100	5,000,000.00	5,011,650.00
	FHLMC	Freddie Mac	Bank of the West	7/28/2022	12/30/2024	3.350	4,000,000.00	3,911,920.00
	FHLMC	Freddie Mac	Bank of the West	1/30/2023	1/27/2025	5.000	10,000,000.00	9,958,500.00
	FHLMC	Freddie Mac	Bank of the West	9/21/2022	3/31/2025	4.320	5,000,000.00	4,972,700.00
	FHLMC	Freddie Mac	Bank of the West	9/30/2022	9/30/2025	4.750	5,000,000.00	4,972,250.00
	FHLMC	Freddie Mac	Bank of the West	3/13/2023	3/13/2026	5.625	10,000,000.00	10,001,200.00
	TSY	US Treasury Bill	Bank of the West	4/28/2022	6/30/2023	2.010	4,984,385.95	4,960,450.00
	TSY	US Treasury Bill	Bank of the West	3/3/2023	8/31/2023	5.054	9,756,152.78	9,804,900.00
	TSY	US Treasury Bill	Bank of the West	7/28/2022	2/15/2024	2.957	3,991,953.27	3,932,360.00
	Ckg	Worker's Comp Account	Bank of the West		4/1/2023	-	50,000.00	50,000.00
	Ckg	Liability Account	California Bank & Trust		4/1/2023	-	8,500.00	8,500.00
							$ 194,519,196.07	$ 192,689,800.11

Average Weighted Yield to Maturity: 3.77%
Average Weighted Days to Maturity: 387.29

(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

		1/31/2023	+RECEIPTS	(DISBURSEMENTS)	2/28/2023	+RECEIPTS	(DISBURSEMENTS)	3/31/2023
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	$ 29,358,857	$ 3,140,138	$ (6,564,890)	$ 25,934,105	$ 4,738,329	$ (3,352,050)	$ 27,320,384
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	15,183,513	450,856	(260,705)	15,373,664	614,432	(744,434)	15,243,662
213	CRPD-PARK DEVELOPMENT	1,440,791	-	(1,434,209)	6,582	-	-	6,582
221	TRAFFIC SAFETY	27,330	5,806	-	33,136	4,568	-	37,704
230	STREETS	7,842,636	145,673	(59,705)	7,928,604	417,738	(1,469,796)	6,876,546
251	LIGHTING DISTRICT #2	5,840,538	22,171	(91,743)	5,770,966	109,974	(41,281)	5,839,659
261	STORM DRAIN	1,367,444	34,272	(45,600)	1,356,116	35,426	(48,535)	1,343,007
262	PLANNED LOCAL DRAINAGE FACILITY	1,058,507	-	-	1,058,507	-	-	1,058,507
271	CORP CNTR MAINT DISTRICT #1	195,787	-	(7,026)	188,761	17,882	(4,382)	202,261
280	ASSET SEIZURE	1,251,163	799	(5,772)	1,246,190	23,818	(8,676)	1,261,332
291	CABLE TV FRANCHISE AGREEMENT	724,034	18,352	-	742,386	-	-	742,386
301	SUPPLEMENTAL LAW ENFORCEMENT	81,688	4,890	(11,260)	75,318	4,986	(11,023)	69,281
321	SEWER FUND	7,139,249	140,825	(28,207)	7,251,867	106,625	(35,976)	7,322,516
471	LOW AND MODERATE HSG ASSET	27,086	-	(2,210)	24,876	900	(2,136)	23,640
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	17,990,114	-	(920,455)	17,069,659	38,107	(123,693)	16,984,073
416	INFRASTRUCTURE RESERVE	68,278,185	3,184,209	(350,445)	71,111,949	-	(16,252)	71,095,697
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,507,851	85,213	(18,496)	1,574,568	19,757	(36,749)	1,557,576
611	BUSINESS ASSESSMENT DISTRICT	5,826	-	-	5,826	-	-	5,826
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	22,774	-	-	22,774	10,450	-	33,224
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,727,948	224,390	(165,271)	3,787,067	226,596	(146,186)	3,867,477
720	CAPITAL REPLACEMENT	15,709,339	84,483	(138,744)	15,655,078	91,913	(47,265)	15,699,726
730	TECHNOLOGY IMPROVEMENT	2,289,081	-	-	2,289,081	-	-	2,289,081
750	EMPLOYEE BENEFITS	2,908,829	2,946,179	(2,432,943)	3,422,065	1,256,529	(886,580)	3,792,014
760	LIABILITY SELF INSURANCE	3,047,286	51,128	(1,016,605)	2,081,809	51,128	(360)	2,132,577
770	WORKERS COMP SELF INSURANCE	2,386,810	1,107,081	(66,685)	3,427,206	57,822	(61,203)	3,423,825
OTHER								
811/812	WESTCOMM JPA	4,668,896	81,882	(263,896)	4,486,882	116,696	(302,192)	4,301,386
		$ 194,241,413	$ 11,728,347	$ (13,884,867)	$ 192,084,893	$ 7,959,091	$ (7,354,184)	$ 192,689,800

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of March 31, 2023

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	$ 1,793,448	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,793,448	0.93%
FFCB	-	-	21,730,920	7,059,190	-	-	-	28,790,110	14.94%
FHLB	9,825,100	19,359,475	5,751,120	5,045,500	-	5,011,650	-	44,992,845	23.35%
FREDDIE MAC	-	-	13,870,420	19,946,150	-	-	-	33,816,570	17.55%
JPA POOL	5,715,762	-	-	-	-	-	-	5,715,762	2.97%
STATE POOL	58,883,355	-	-	-	-	-	-	58,883,355	30.56%
TSY	14,765,350	3,932,360	-	-	-	-	-	18,697,710	9.70%
Totals	$ 90,983,015	$ 23,291,835	$ 41,352,460	$ 32,050,840	$ -	$ 5,011,650	$ -	$ 192,689,800	100.00%
Percent	47.22%	12.09%	21.46%	16.63%	0.00%	2.60%	0.00%	100.00%	

CITY OF CYPRESS
INTERFUND INVESTMENTS

As of March 31, 2023

Note No.	Note Outstanding To	Note Outstanding From	Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding
2	CRPD	City	02/08/21	06/30/25	LAIF	$ 12,800,000	$ 4,941,761
3	CRPD	City	02/13/23	06/30/25	LAIF	$ 1,275,000	$ 366,697
	Total Interfund Investments						$ 5,308,458

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to $12.8 million for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. Advances to date total $12,268,775, and repayments to date total $7,327,014.

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to $1.275 million for design costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the Cypress Recreation and Park District will be made from additional Property Tax revenues resulting from the dissolution of the Successor Agency to the former Redevelopment Agency. Advances to date total $366,697.

City of Cypress
Summary of Cash and Investments Held In Trust

As of March 31, 2023

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
PARS Public Agencies Post-Employment Benefits Trust						
Trustee: Public Agency Retirement Services (PARS)						
Section 115 Trust	Pension Trust	Various	Open	-5.11%	$ 20,540,000.00	$ 22,470,041.34
			Total		$ 20,540,000.00	$ 22,470,041.34

* 12-month period ending with the current month.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/24/2023

SUBJECT: **Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 25, 2023 through April 7, 2023**

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of March 25, 2023 through April 7, 2023:

- Electronic Funds Transfers 12891 through 12929
- Warrants 62070 through 62156
- Payroll Transfers W1499

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 March 25, 2023 through April 7, 2023 are $1,676,708.91.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 03-25-23 through 04-07-23

City of Cypress
Payment Register
03/25/23-04/07/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12891	145 - AUSTIN, CHERYL	$ 56.52			
			W/C Retiree Health Care Benefits 4/23	4/23	$ 56.52
12892	128744 - AYRES, RICHARD	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12893	102038 - BALDWIN, DARRELL	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12894	102087 - BISH, EDWARD	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12895	100101 - BRUCE, THOMAS M	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12896	129695 - COTE, ROBERT	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12897	128938 - COX, RODNEY	$ 56.87			
			Retiree Health Care Benefits 4/23	4/23	$ 56.87
12898	104003 - ESSEX, CLARE	$ 433.92			
			Retiree Health Care Benefits 4/23	4/23	$ 433.92
12899	128044 - FORNISS, DANIEL	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12900	129816 - FOSTER, SCOTT	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12901	112129 - HERNANDEZ, ALEX	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12902	100667 - LASSALLE, ISMAEL	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12903	123656 - MANUEL, DEAN	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12904	129700 - MCSHANE, CHRIS	$ 232.96			
			Retiree Health Care Benefits 4/23	4/23	$ 232.96
12905	2017 - MINIKUS, SCOTT	$ 294.34			
			Reimb/Medical Premiums 4/23	4/23	$ 294.34
12906	128832 - MORALES, PAULO	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12907	122 - MORROW, RICHARD L	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12908	129608 - OLSON, JAMES	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12909	128784 - RAMSEY, KENNETH	$ 125.00			
			Retiree Health Care Benefits 4/23	4/23	$ 125.00
12910	119027 - RAMSEY, STEVE	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12911	180 - SWIFT, JEFF	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00

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12912	1024 - VALLEY VISTA SERVICES, INC	$ 219,160.04			
			Waste Disposal Fee 2/23	2/23	$ 219,160.04
12913	127 - VENESKI, PATRICK	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12914	105121 - VIGIL, FELIX	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12915	129666 - WALQUIST, BRIAN	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12916	40 - WARLAND INVESTMENTS COMPANY	$ 37,500.00			
			Development Assistance 4/23	4/23	$ 37,500.00
12917	122756 - WINTERSOLE, MICHAEL	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12918	112204 - WONG, JEFFREY	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12919	342 - WU, ALEX	$ 300.00			
			Retiree Health Care Benefits 4/23	4/23	$ 300.00
12920	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,040.26			
			Workers Comp Claims/Professional Svcs/#26159-26190	Reimb 3/31/23	$ 2,040.26
12921	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,164.00			
			Workers Comp Claims/Medical/#26159-26190	Reimb(A) 3/31/23	$ 2,164.00
12922	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,831.42			
			Workers Comp Claims/Permanent Disability/#26159-26190	Reimb(B) 3/31/23	$ 4,831.42
12923	2214 - GAMBOA, MARK	$ 31.50			
			Refund/Permit #BS-23-282	3/31/23	$ 31.50
12924	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 1,200.00			
			Deferred Comp/Exec Mgmt 3/23	401a-3/23	$ 1,200.00
12925	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 11,061.25			
			Monthly Retiree Health Savings 3/23	3/23	$ 11,061.25
12926	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 162,352.41			
			Med Insurance/City & Dist 4/23	17115728	$ 162,352.41
12927	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 14,867.31			
			Med Insurance/West Comm 4/23	17115917	$ 14,867.31
12928	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES/HdL	$ 1,421.88			
			Svc/Business License Tax Admin 2/23	Feb23	$ 1,421.88
12929	2017 - MINIKUS, SCOTT	$ -			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ -
62070	2075 - 1413 CONSULTING JOSEPH DEAN MORALLI	$ 14,900.00			
			PD Svc/Audit/Property Room 2/3	23-001	$ 14,900.00
62071	106914 - ADMINSURE	$ 3,376.00			
			Workers Comp Claims Admin 4/23	15863	$ 3,376.00
62072	270 - AITHAL, DARSHINI	$ 821.60			
			Instruct/Yoga & Painting 2/15-3/20	3/20/23	$ 821.60

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62073	100723 - ALESHIRE & WYNDER, LLP	$ 43,530.92			
			Legal Svc/CA Aware 2/23	74249	$ 2,902.55
			Legal Svc/Code Enforcement 2/23	74244	$ 770.50
			Legal Svc/Council Matters 2/23	74237	$ 5,441.00
			Legal Svc/Engineering 2/23	74240	$ 5,845.00
			Legal Svc/Finance 2/23	74241	$ 175.00
			Legal Svc/General Admin 2/23	74236	$ 3,475.00
			Legal Svc/Housing 2/23	74245	$ 137.50
			Legal Svc/Makkouk 2/23	74246	$ 359.50
			Legal Svc/Planning 2/23	74239	$ 650.00
			Legal Svc/Police 2/23	74243	$ 2,156.87
			Legal Svc/Recreation 2/23	74242	$ 25.00
			Litigation Svc/CA Voting Rights Act Challenge 2/23	74247	$ 2,447.50
			Litigation Svc/Estrada 2/23	74248	$ 2,119.40
			Litigation Svc/General Admin 2/23	74238	$ 280.00
			Litigation Svc/Morris 2/23	74251	$ 7,930.30
			Litigation Svc/Youngsma 2/23	74250	$ 8,815.80
62074	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 14,249.24			
			Crossing Guard Services(27 Hrs)/Orange & Grindlay 2/19-3/4	83805(A)	$ 650.43
			Crossing Guard Svcs(564.5 Hrs) 2/19-3/4	83805	$ 13,598.81
62075	2213 - ALLAN HANCOCK COLLEGE	$ 2,700.00			
			PD Reg/Emergency Vehicle Operation Course/NT & BR 4/17-4/21	PD Reg 4/17-21	$ 2,700.00
62076	1200 - ANNEALTA GROUP	$ 4,727.50			
			Consult/Planning Project Manager/Goodman Center 2/23	2739	$ 2,131.25
			Svc/Planning Project Management & Support Assistance 2/23	2741	$ 1,937.50
			Svc/Planning Project Manager/Housing Element Implementation 2/23	2740	$ 658.75
62077	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	$ 8,502.50			
			Inspect/Concrete Rehab 2/23	134316	$ 8,502.50
62078	110860 - AT&T	$ 2,637.76			
			Cell Svc/Maint 3/23	3/23(C)	$ 52.71
			Cell Svc/PD 3/23	3/23(D)	$ 243.58
			Maint Wireless Aircards 3/23	3/23(A)	$ 160.35
			PD Svc/Mobile Data 3/23	3/23(E)	$ 2,094.66
			Svc/Planning iPads 3/23	3/23(B)	$ 86.46
62079	110860 - AT&T	$ 3,702.55			
			9391033694-PW Phone Svc 2/23	2/23(I)	$ 167.43
			9391033696-PD Phone Svc 3/23	3/23(F)	$ 27.11
			9391033698-PW Phone Svc 2/23	2/23(J)	$ 27.24
			Phone Svc/Multi-Line 2/13-3/12	2/13/23-3/12/23	$ 3,480.77
62080	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 9,664.12			
			Insurance/Life/LTD/STD/Optional 4/23	12424	$ 9,664.12

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62081	619 - BERLITZ LANGUAGES, INC	$ 110.00			
			Svc/Bilingual Testing(1)/PD 1/25	00127423-00670	$ 55.00
			Svc/Bilingual Testing(1)/PD 12/21	00127423-00076	$ 55.00
62082	2118 - CASC ENGINEERING AND CONSULTING, INC	$ 14,584.00			
			Consult/Modernization & Integration/Business Park 2/23	0048451	$ 14,584.00
62083	123012 - CHARLES ABBOTT ASSOCIATES	$ -			
			Building Inspection and Plan Check Services 1/23	65501	$ -
			Building Inspection and Plan Check Services 11/22	65164	$ -
			Building Inspection and Plan Check Services 12/22	65362	$ -
			Building Inspection and Plan Check Services 7/22	64596	$ -
			Building Inspection and Plan Check Services 9/22	64891	$ -
			Svc/Fats, Oil & Grease/NPDES Inspections 2/23	65557	$ -
62084	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 995.95			
			W/C Svc/Internet 2/6-2/28	218496501030123A	$ 421.66
			W/C Svc/Internet 3/1-3/31	218496501030123	$ 574.29
62085	1595 - CHUCK THOMAS INVESTIGATIONS	$ 7,770.27			
			PD Svc/Internal Affairs Investigation #IA2022-0090 1/4-2/7	CT22-80.3	$ 7,770.27
62086	110067 - COMLINK LASER CARE	$ 314.60			
			Toner(1)/PD 3/17	74802	$ 110.95
			Toner(1)/PD 3/21	74811	$ 203.65
62087	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	$ 7,000.00			
			Svc/City Communication Support & Marketing 12/22	2301-335	$ 7,000.00
62088	1617 - CONTROL AIR ENTERPRISES LLC	$ 2,339.00			
			Svc/HVAC Preventative Maint/Comm Center 12/20	3080167	$ 2,339.00
62089	1439 - CORODATA MEDIA STORAGE, INC	$ 141.77			
			Offsite Data Storage 2/23	DS1304760	$ 141.77
62090	122946 - COUNTRY GARDEN CATERERS	$ 1,290.31			
			Svc/Cater/Commissioner Appreciation Reception 3/29	2042	$ 1,290.31
62091	115003 - COUNTY OF ORANGE	$ 6,451.01			
			Parking Violations 1/23	1/23	$ 5,346.50
			PD Svc/OC Automated Telecommunication System 3/23	SH64912	$ 1,104.51
62092	115003 - COUNTY OF ORANGE	$ 1,855.00			
			PD Svc/Automated Fingerprint Identification System 3/23	SH64803	$ 1,855.00
62093	2046 - DANA SAFETY SUPPLY CORP	$ 3,652.95			
			Replace/Push Button Controller(1)/Cable(1)/Misc/Unit #674	839657	$ 259.68
			Svc/Upfit PD Vehicle/Unit #674	839656	$ 3,393.27
62094	116854 - DATA TICKET INC-MSB	$ 1,533.02			
			Parking Citation Processing 1/23	147464	$ 1,533.02
62095	105412 - DEPT OF INDUSTRIAL RELATIONS	$ 225.00			
			Inspect/Elevator/Council Chambers 3/3	E1948818SN	$ 225.00

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62096	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 230.00			
			Svc/Fingerprints(1)/Recreation 2/23	614347	$ 32.00
			Svc/Fingerprints(3)/PD 2/23	641347(A)	$ 198.00
62097	1296 - EDCO CNG	$ 8,129.41			
			Natural Gas(277.48 Gls)/Sweepers(2)/Sewer Truck(1) 1/1-1/15	01192023-6	$ 1,587.19
			Natural Gas(290.68 Gls)/Sweepers(2)/Sewer Truck(1) 2/16-2/28	03012023-6	$ 935.99
			Natural Gas(610.57 Gls)/Sweepers(2)/Sewer Truck(1) 1/16-1/31	02022023-6	$ 3,492.46
			Natural Gas(656.45 Gls)/Sweepers(2)/Sewer Truck(1) 2/1-2/15	02202023-6	$ 2,113.77
62098	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 239.43			
			PD Exam Gloves(2K) 3/20	6130356	$ 239.43
62099	1115 - FRONTIER	$ 425.15			
			7148996947 - Phone Svc/Sewers 3/23	3/23(A)	$ 57.89
			W/C Phone Svc/5624931036 3/23	3/23(B)	$ 75.61
			W/C Svc/Circuit Line 3/13-4/12	3/13/23-4/12/23	$ 291.65
62100	119018 - GOLDEN STATE WATER COMPANY	$ 22,075.87			
			Svc/Athletic Fields 2/23	2/23(P)	$ 806.55
			Svc/Civic Center 10/22-2/23	10/22-2/23	$ 3,392.62
			Svc/Community Center 2/23	2/23(M)	$ 34.23
			Svc/Maint Yard Landscaping 2/23	2/23(N)	$ 370.41
			Svc/Parks Landscaping 2/23	2/23(J)	$ 5,399.46
			Svc/Parkway Maint 2/23	2/23(I)	$ 5,934.90
			Svc/Parkway Maint 3/23	3/23	$ 4,354.36
			Svc/Sr Center 2/23	2/23(O)	$ 74.55
			Svc/Stanton Channel Berm 2/23	2/23(K)	$ 1,568.88
			Svc/Storm Drain 2/23	2/23(L)	$ 139.91
62101	107013 - GOLDEN WEST COLLEGE-ADMISSIONS RECORDS	$ 120.00			
			PD Facility Rental/Physical Agility Testing/Recruits 5/13	2023-AAGLNT	$ 120.00
62102	110049 - GREAT SCOTT TREE SERVICE INC	$ 450.00			
			Svc/Trim Tree(1)/Oak Knoll Park 3/8	48753	$ 450.00
62103	128739 - HOME DEPOT CREDIT SVC-MAINT	$ 2,164.21			
			Supplies/Maint 1/23	3/31/23	$ 1,132.51
			Supplies/Maint 2/23	3/31/23(A)	$ 1,031.70
62104	1800 - INTERLOG CONSTRUCTION, INC	$ 10,735.00			
			Final/Construct/PD Modernization 1/22	12-Final	$ 10,735.00
62105	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 931.42			
			Specialty Paper(16.5 Rms) 3/16	11245219	$ 931.42
62106	125450 - KMBS USA, INC/KONICA MINOLTA	$ 26,615.04			
			Copier(1)/Comm Center 3/7	285830472	$ 5,804.38
			Copier(1)/HR 1/10	284764677	$ 3,867.80
			Copier(1)/PD Administration 3/2	285777761	$ 5,804.38
			Copier(1)/PD Records 1/23	284890565	$ 5,516.53
			Copier(1)/Senior Center 3/7	285830474	$ 5,621.95

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62107	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	$ 949.51			
			Credit/Uniform/BHed	CM27829	$ (127.04)
			PD Duty Holsters(1) 3/8	INV684391	$ 138.95
			PD Duty Holsters(2) 3/6	INV682432	$ 277.91
			PD Patches(60)/Active Shooter Vest Carriers 3/6	INV682540	$ 659.69
62108	122069 - LIEBERT CASSIDY WHITMORE	$ 4,737.50			
			Legal Svc/HR Matter #CY020-00038 2/23	236283	$ 4,661.50
			Legal Svc/PD Matter #CY020-00001 2/23	236282	$ 76.00
62109	933 - LSA ASSOCIATES, INC	$ 23,849.56			
			Consult/Enviro Document & Tech Analysis/Goodman Center 2/23	187393	$ 5,648.06
			Consult/Housing Element/Enviro Impact Report 2/23	187391	$ 16,890.75
			Consult/Mitigated Negative Declaration/Business Park 2/23	187392	$ 1,310.75
62110	111271 - MAR-CO EQUIPMENT CO	$ 5,695.95			
			Replace/Catalytic Converter(1)/Unit #137	129354	$ 4,733.90
			Sweeper Gutter Brooms(5) 2/15	191714	$ 962.05
62111	1061 - MARTINEZ, DIANA	$ 12.00			
			Meals/Intervention & De-Escalation Techniques 2/23	Reimb 3/31/23	$ 12.00
62112	778 - MERMER, TERRY	$ 138.00			
			Meals/Police K9 Conference 3/7-3/10	Reimb 3/31/23	$ 138.00
62113	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	$ 75.00			
			PD Svc/Shooting Range(3)/SWAT 2/16	1780	$ 75.00
62114	109177 - MONDON, REBECCA	$ 138.00			
			Meals/Police K9 Conference 3/7-3/9	Reimb 3/31/23	$ 138.00
62115	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PARTS INC	$ 25.85			
			Repair/Hitch/Unit #116	430184	$ 25.85
62116	1124 - OC CUSTOM VINYL GRAPHICS & SIGNS INC	$ 113.14			
			PD Banner Patches(7)/Open House 3/22	1308491	$ 113.14
62117	1140 - ORTIZ, JESSE	$ 230.85			
			Reimb/Supervisory Leadership Institute 2/22-2/25	Reimb 3/31/23	$ 230.85
62118	223 - QUALITY LOGO PRODUCTS, INC	$ 957.92			
			PD Imprinted Cups(200)/PACE 3/21	QSI-1012767	$ 477.55
			PD Imprinted Folders(200)/PACE 3/21	QSI-1012537	$ 480.37
62119	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	$ 3,200.00			
			PD Svc/Background Checks(4) 3/16	5345	$ 3,200.00
62120	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	$ 800.00			
			Consult/Affordable Housing/Citrus Square Senior Community 2/23	I010015	$ 800.00
62121	129917 - RUTAN & TUCKER	$ 1,966.61			
			Legal Svc/Housing/Citrus Square 12/22	953402	$ 225.00
			Legal Svc/Land Use/Los Alamitos Race Course 12/22	9534003	$ 150.00
			Legal Svc/Public Records Act Assistance 12/22	953404	$ 1,183.61
			Legal Svc/Successor Agency 12/22	953401	$ 198.00
			Litigation Svc/Public Records Act/Fortis 12/22	953405	$ 210.00

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62122	119016 - SO CAL EDISON	$ 2,720.28			
			700564248438 Svc/Traffic Signals 2/23	2/23(D)	$ 2,720.28
62123	119017 - SO CAL GAS CO	$ 129.86			
			08131074000 Svc/Storm Drain 3/23	3/23	$ 29.63
			14011061398 Svc/Storm Drain 3/23	3/23(B)	$ 51.09
			16111070716 Svc/Storm Drain 3/23	3/23(A)	$ 49.14
62124	1987 - SON, YOUNGJUN	$ 60.00			
			Meals/Drug Abuse Recognition 2/21-2/23	Reimb 3/31/23	$ 36.00
			Meals/Mental Health Intervention 2/16-2/17	Reimb(A) 3/31/23	$ 24.00
62125	109312 - SONIC SOUNDS/VAZQUEZ, GONZALO	$ 600.00			
			Svc/DJ/Spring Egg Hunt 4/8	4/8/23	$ 600.00
62126	1591 - SOUTHERN CALIFORNIA NEWS GROUP	$ 2,631.14			
			Pub Notice/Cypress Recreation Services Budget FY 2022-23	F516D3BA-002	$ 657.80
			Pub Notice/Shade Structures/Oak Knoll Park/ Project #309	F516D3BA-001	$ 1,973.34
62127	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 60.00			
			PD Svc/Shredding 3/13	221589	$ 60.00
62128	111309 - TAVERAS, RAFAEL	$ 60.00			
			Meals/Arrest & Control Instructor Course 2/27-3/3	Reimb 3/31/23	$ 60.00
62129	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 679.80			
			PD Nameplates(2)/SAusmus(1) & CEsquivel(2) 3/15	8109	$ 39.52
			PD Uniform/CRevere	8104	$ 640.28
62130	399 - TRAN, THUAN	$ 4,205.92			
			Advanced Disability/Pension Payment 4/23	3/31/23	$ 4,205.92
62131	128063 - U S ARMOR CORPORATION	$ 674.06			
			PD Ballistic Vest(1)/BHealy	41090	$ 674.06
62132	1139 - UNIFIRST CORP	$ 189.66			
			Svc/Floor Mats/Blankets/PD 1/17	324-2841043	$ 10.50
			Svc/Floor Mats/Blankets/PD 12/20	324-2827296	$ 11.25
			Svc/Floor Mats/Blankets/PD 2/14	324-2854673	$ 10.50
			Svc/Floor Mats/Comm Center 1/17	324-2841426	$ 43.00
			Svc/Floor Mats/Comm Center 12/20	324-7827682	$ 43.75
			Svc/Floor Mats/Comm Center 2/14	324-2855054	$ 43.00
			Svc/Towels/Senior Center 1/17	324-2841456	$ 13.83
			Svc/Towels/Senior Center 1/31	324-2848282	$ 13.83
62133	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 552.71			
			PD Uniform/JMarquez	7087	$ 13.69
			PD Uniform/JPark	7089	$ 383.09
			PD Uniform/Volunteers GMolina/RHatlen/WSchoemann	7087(A)	$ 41.06
			Uniform/RACES Volunteer LPearlman	7088	$ 114.87
62134	129595 - VERIZON WIRELESS - CA	$ 76.41			
			Cell Svc/Recreation 3/23	3/23	$ 76.41

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62135	112149 - WESTERN EXTERMINATOR COMPANY	$ 460.00			
			Svc/Pest Control/Citywide 1/23	211169C	$ 460.00
62136	110131 - WHITE CAP CONSTRUCTION SUPPLY WHITE CAP, LP	$ 569.50			
			Drive Flange(1)/Drive Shaft(1) 2/24	50021134487	$ 569.50
62137	423 - YORBA REGIONAL ANIMAL HOSPITAL & PET RESORT	$ 511.28			
			PD Vet Svc/Bono 3/17	5438625911	$ 511.28
62138	0 - BURKE, DAVID	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62139	0 - CADALIN, GEORGINA	$ 300.00			
			Refund/Facility Deposit/Contract #7122	Rfd 3/31/23	$ 300.00
62140	0 - CRANE, DYLAN	$ 21.01			
			Refund/Soccer 3/15	Rfd 3/31/23	$ 21.01
62141	0 - GEYER, LINDA	$ 300.00			
			Refund/Facility Deposit/Contract #7110	Rfd 3/31/23	$ 300.00
62142	0 - GRASON CONSTRUCTION	$ 1,000.00			
			Refund/Recycling Deposit/5064 Melbourne Dr	Rfd 3/31/23	$ 1,000.00
62143	0 - HOPE SCHOOL	$ 300.00			
			Refund/Facility Deposit/Contract #6416	Rfd 3/31/23	$ 300.00
62144	0 - JAIN, RACHANA	$ 19.63			
			Refund/Soccer 3/15	Rfd 3/31/23	$ 19.63
62145	0 - KATSUMATA-HAYASHIDA, CARRIE	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62146	0 - LE, HELEN	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62147	0 - LEE, JOHN	$ 150.00			
			Refund/Facility Deposit/Contract #6833	Rfd 3/31/23	$ 150.00
62148	0 - LUA, GUSTAVO	$ 1,000.00			
			Refund/Recycling Deposit/5612 Bishop St	Rfd 3/31/23	$ 1,000.00
62149	0 - MILLER, TERRY	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62150	0 - PANGANIBAN, CHARISSE	$ 100.00			
			Refund/Facility Deposit/Contract #7186	Rfd 3/31/23	$ 100.00
62151	0 - PEAT, BONNIE	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62152	0 - STEWART, KRISTINE	$ 80.00			
			Refund/Citation #CP453779	Rfd 3/31/23	$ 80.00
62153	0 - STRONG, RACHEL	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Rfd 3/31/23	$ 2.99
62154	0 - VAZQUEZ, JOSE	$ 500.00			
			Refund/Recycling Deposit/4632 Marion Ave	Rfd 3/31/23	$ 500.00

City of Cypress
Payment Register
03/25/23-04/07/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62155	123012 - CHARLES ABBOTT ASSOCIATES	$ 138,744.07			
			Building Inspection and Plan Check Services 12/22	Reissue 65362	$ 24,777.35
			Building Inspection and Plan Check Services 7/22	Reissue 64596	$ 25,215.41
			Building Inspection and Plan Check Services 9/22	Reissue 64891	$ 82,669.31
			Svc/Fats, Oil & Grease/NPDES Inspections 2/23	Reissue 65557	$ 6,082.00
62156	2017 - MINIKUS, SCOTT	$ 2.99			
			Refund/Candidate Statement/Election 11/8	Reimb 3/31/23	$ 2.99
Total EFTs		$ 464,129.68			$ 464,129.68
Total Warrants		428,796.75			428,796.75
Transfer to Payroll (W1499)		783,782.48	Payroll 03/17/23-03/31/23		783,782.48
Grand Totals		$ 1,676,708.91			$ 1,676,708.91

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Peter Grant, City Manager

DATE: 04/24/2023

SUBJECT: **Adopt the Strategic Plan and Six Month Objectives**

RECOMMENDATION

Adopt the Strategic Plan and six month objectives.

DISCUSSION

The City Council establishes major City goals and objectives through its strategic planning process and the Strategic Plan is the primary tool by which the City Council improves services and preserves Cypress' high quality of life. It guides budget development and is the foundation by which the City manages program objectives, implementation and accountability.

Every three years, the City Council formally reviews the City's Mission, Vision, Values and Goals as part of the Strategic Plan, along with developing new six month objectives. At its March 28, Strategic Plan workshop, the City Council and executive management team established:

CITY OF CYPRESS VISION STATEMENT

Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses.

CITY OF CYPRESS MISSION STATEMENT

The City of Cypress, guided by our core values, will utilize our resources in concert with community partners to provide an exceptional city to live, work, and play.

CORE VALUES

Integrity, accountability, transparency/fiscal prudence, teamwork and responsiveness to the community.

THREE-YEAR GOALS 2023-2026 (not in priority order)

Maintain infrastructure and facilities
Maintain financial stability and promote economic activity

Enhance and maintain public safety
Maintain high quality and high value services for the community
Enhance recreation facilities and programs

The six-month objectives that advance these goals are attached.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six Month Objectives

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: **MAINTAIN INFRASTRUCTURE AND FACILITIES**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 26, 2023 City Council meeting	Public Works Director, working with the RCS Director	Recommend construction plans and specifications for reimagining Arnold Cypress Park.				
2. At the April 24, 2023 City Council workshop	Public Works Director, working with SCE	Present options for converting to LED streetlights.				
3. By September 1, 2023	Public Works Director	Report the results of the right-of-way water conservation opportunities analysis to the City Manager				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the Sept. 11, 2023 City Council workshop	Finance Director	Present options to accelerate Pension Trust funding to further offset CalPERS pension plan unfunded actuarial liabilities.				
2. At the Sept. 11, 2023 City Council workshop	Planning Director	Recommend the Housing Element implementation public outreach plan.				
3. At the July 10, 2023 City Council workshop	Planning Director, working with the Economic Development subcommittee	Present options for the redevelopment/sale/transfer of the city-owned property at 5732 Lincoln Ave.				
4. By June 30, 2023	Planning Director	Implement the first phase of the Pandemic Recovery Plan's Business Recovery and Support Program				
5. By June 15, 2023	Planning Director, working with the Business Park Advisory Committee	Present the Business Park Modernization land-use recommendations to the City Manager.				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 12, 2023 City Council meeting	Police Chief, working with the Police Management Association and Police Officers' Association	Recommend an agreement with a consultant to support the update of the Police department's personnel evaluation system.				
2. At the June 26, 2023 City Council meeting	Police Chief, working with the Finance Director	Recommend the replacement of the Police department's mobile audio video systems and include options for automated license plate reader (ALPR) technology.				
3. By August 31, 2023	Police Chief	Provide Federal Emergency Management Agency required emergency management and incident command training to city staff.				
4. By Sept. 15, 2023	Police Chief, working with the Police Management Association, Police Officers' Association, and the Finance Director	Present a strategy to deploy body worn camera to Police patrol personnel to the City Manager.				

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. By June 15, 2023	RCS Director	Negotiate agreements with Cypress College and Anaheim Union High School District for relocating pickleball and Cypress Girls Softball during Arnold Cypress Park construction.	X			
2. At the Sept. 11, 2023 City Council meeting	PW Director, working with the RCS Director, Police Chief and Finance Director	Recommend an agreement for installation of security upgrades at Oak Knoll Park.		X		
3. By August 31, 2023	RCS Director, working with the RCS Commission	Present recommendations to update Park Regulations to the City Manager.	X			

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 12, 2023 City Council meeting	Finance Director	Present the new online Budget Book.				
2. At the May 22, 2023 City Council meeting	City Clerk, working with the Finance Director	Recommend an agenda management and video streaming services system.				
3. At the April 24, 2023 City Council meeting	Finance Director	Recommend the replacement of the telephone system with cloud-based technology.				
4. Ongoing	City Manager and City Attorney, working with the City Council	Assess and respond to the California Voting Rights Act lawsuit and potentially consider changes to the City's system for electing Council Members.				

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Peter Grant, City Manager

DATE: 04/24/2023

SUBJECT: **Discuss and Provide Direction Regarding Ordinance No. 1193 and Municipal Code Section 2-1 and 2-2**

RECOMMENDATION

Discuss and provide direction regarding Ordinance No. 1193 and Municipal Code Section 2-1 and 2-2.

DISCUSSION

At its March 27 meeting, the City Council directed a discussion or Ordinance No. 1193 and Municipal Section 2-1 and 2-2 be placed on an upcoming agenda. At its April 10 meeting, the City Council determined its deliberations would be limited to the highlighted the portions of the attached ordinance and that the City Council would only consider proposed changes from Council Members that were submitted to the City Manager by 9:00 AM on Monday, April 17. The Mayor and Council Member Peat submitted proposals (attached).

BUDGET IMPACT

None.

LEGAL REVIEW

None. The City Attorney will assist the City Council with any changes to the ordinance (and Municipal Code) that arise from the City Council's discussion.

APPROVED BY: Peter Grant, City Manager

Attachments

Summary of Council Member Proposals

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA REPEALING AND REPLACING ORDINANCE NO. 1193 AND SECTIONS 2-1 AND 2-2 OF THE CYPRESS MUNICIPAL CODE RELATING TO THE CONDUCT OF CITY COUNCIL MEETINGS

WHEREAS, the City Council of the City of Cypress is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, on March 14, 2022, the City Council adopted Ordinance No. 1193 updating the rules of conduct and decorum, as well as the order of business of City Council meetings; and

WHEREAS, the publishing company for the Cypress Municipal Code noted some inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Section 2-2 and subsections thereunder; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend the order of business and make certain corrections to remove inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Sections 2-1 and 2-2 and subsections thereunder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

Section 1. Repeal and Replacement of Ordinance No. 1193. The City Council hereby repeals Ordinance No. 1193 in its entirety and replaces it with this Ordinance.

Section 2. Amendments to Chapter 2. Sections 2-1 and 2-2, including all subsections thereunder, of the Cypress Municipal Code shall be amended in their entirety to read as follows:

2-1. City council meetings—Time of regular meetings.

The city council shall hold regular meetings at 5:30 p.m., on the second and fourth Mondays of each month. Said meetings shall be adjourned no later than 11:30 p.m., unless the majority of the council waives said adjournment time.

2-2. Same—Place.

Meetings of the city council shall be held at 5275 Orange Avenue, Cypress, or at such other locations as the city council may specify.

2-2.0. Definitions pertaining to open meeting compliance.

For the purposes of this chapter, the definitions of "legislative body," "regular meeting," and "special meeting" as set forth in Section 54950 et seq. of the

Government Code of the State of California shall apply.

2-2.1. Special meetings, call.

As permitted by state law, ~~A~~a special meeting may be called at any time by the presiding officer of the legislative body, or by a majority of the members of the legislative body, ~~,~~and posting on the city's website~~, and to each local newspaper of general circulation, radio, or television station requesting notice in writing~~. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time of the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given in writing by electronic communication. The written notice may be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

BP

2-2.2. Same—Adjourned meetings.

Any regular or adjourned regular or special meeting may be adjourned to a time certain but not beyond the next regular meeting date.

2-2.3. Same—Notice.

Notice shall be given of all meetings as required by state law.

2-2.4. Same - Agenda.

(a) The city clerk shall prepare an agenda of the council proceedings, which agenda shall be prepared in accordance with the order of business, and shall furnish each member of the council, the mayor, the city manager and city attorney with a copy of the same not less than seventy-two (72) hours prior to each regular meeting and not less than twenty-four (24) hours prior to each special meeting. Any council member wishing to add an item on the agenda shall adhere to the city council's adopted process for council members adding items to the agenda, as may be amended by the council from time-to-time. Matters that are not listed on the agenda shall not be presented to the council, except matters of an urgent or

emergency nature presented by the city manager as provided by Government Code Section 54954.2.

(b) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body, including the city council, may hold an emergency meeting without complying with either the twenty-four-hour notice requirement or the twenty-four-hour posting requirement of Government Code Section 54956 or both the notice and posting requirement. Meetings held in such emergency situations shall comply with Government Code Section 54956.5.

(c) The council may take action on any item of business not appearing on the agenda pursuant to the provisions of Government Code 54954.2.

2-2.4.1. Enforcement.

The provisions of this chapter shall be enforceable pursuant to the provisions of Government Code Sections 54960 through 54960.5, as said sections may be amended.

2-2.5. Same – Presiding Officer.

The mayor shall preside at the meetings of the council and shall ~~preserve strict~~maintain order and decorum at all regular and special meetings of the council. The mayor shall state every question coming before the council, announce the decision of the council on all subjects, except where the city clerk makes such announcement, and decide all questions of order subject however to an appeal to the council in which event a majority vote of the council shall govern and conclusively determine such question of order.

BP

2-2.6. City council meetings – Call to order; temporary chairperson.

The mayor, or in his/her absence the mayor pro tempore, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor or mayor pro tempore, the city clerk shall call the council meeting to order, whereupon a temporary chair shall be elected by the council members present. Upon the arrival of the mayor or mayor pro tempore, the temporary chair shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

2-2.7. Same – Roll call.

Before proceeding with the business of the council, the city clerk shall call the roll of the council members and the names of those present shall be entered in the minutes.

2-2.8. Same – Quorum.

A majority of the council constitutes a quorum for the transaction of business, but a lesser number may adjourn from time to time and may cancel the meeting by a notice. The city clerk may also notice the adjournment or cancellation of a meeting for lack of a quorum.

2-2.9. Same – Order of business.

All meetings of the council shall be open to the public. Promptly at the hour set by law on the day of each regular meeting, the council members, city manager, city clerk and the city attorney shall take their assigned stations in the council chambers and the business of the council shall be taken up for consideration and disposition in the following order, unless otherwise changed by resolution of the council.

1. Call to order
2. Roll call
3. Oral communications on closed session/workshop items
4. Closed session; workshop
5. Presentations
6. Oral communications on agenda items
7. Consent calendar; minutes
8. Public hearings
9. New business
10. Items removed from consent calendar
11. Continued items
12. Items from council members
13. Oral communications on items not on the agenda
14. Council member reports from city-affiliated boards and committees, and remarks
15. Council member items for future consideration
16. City manager reports
17. Adjournment

2-2.10. Same—Approved minutes as official record of proceedings.

(a) Approval of minutes. Unless the reading of the minutes of a council meeting is requested by council member, such minutes may be approved without reading if the city clerk has previously furnished each member with a copy thereof. Minutes shall be approved by voice or roll call vote.

(b) Designated as official record. The approved written minutes constitute the official record of council proceedings and actions and are superior to any other

record, recordation, document, transcript, audio recording, video recording, or other memorial or writing of said proceedings and action. Any other recordings and records of council proceedings which may be deemed duplicate records shall be kept only as required by Government Code Section 34090.7 and the council's records retention policy. ~~as it presently exists and as it may from time to time be amended. The council hereby authorizes the city clerk to store and destroy said duplicate records in accordance with said section of the Government Code~~Audio and video recordings of council proceedings may only be destroyed with council authorization.

BP

(c) Subsections (a) and (b) shall apply to the minutes of the meetings of any city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency and the council have approved the same. ~~The city clerk, and every board, commission, committee, task force, or agency secretary or clerk shall cause any recording made of the proceedings to assist in the preparation of the minutes to be destroyed in accordance with Government Code Section 34090.7.~~

BP

(d) The provisions of this section shall apply to all minutes and recordings which have been approved by the body conducting the meeting and by the council.

2-2.11. Council meetings—Rules of debate.

(a) Presiding officer may debate and vote. The mayor, or in his/her absence, such other council member as may be presiding may move, second and debate from the chair, subject only to such limitations of debate per these rules imposed on all council members and shall not be deprived of any of the rights and privileges of a council member by reason of his/her acting as the presiding officer.

(b) Getting the floor. Every council member desiring to speak shall ~~request to be~~ do so only when recognized by the presiding officer, ~~only speak after being so recognized,~~ and confine him/herself to the question under debate.

BP

(c) Interruptions. A council member, once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a council member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined.

(d) Remarks of council member - When entered in minutes. Any council member may request, through the presiding officer, the privilege of having a written abstract of his/her statement on any subject under consideration by the city council entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either

immediately during the same session or at a recessed or adjourned session thereof. Such motion must be made by one on the prevailing side, but may be seconded by any council member and may be made at any time and have precedence over all other motions or, while a council member has the floor, it shall be debatable.

(f) Rules of order. Except as otherwise provided in this chapter "Robert's Rules of Order", as revised and updated from time-to-time, shall govern the conduct of the meetings of the council.

2-2.12. Same—Addressing City Council—Generally.

(a) Opportunity to address legislative body. Every agenda for regular meetings of any legislative body, including the city council, of the City of Cypress shall provide an opportunity for members of the public to directly address the legislative body on items of interest to the public that are within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by Government Code Section 54954.(b). The legislative body may adopt reasonable regulations to ensure that the intent of this section is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The rules pertaining to addressing the council shall also apply equally to all city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency created by the council.

(b) Oral communications. Each member of the public addressing the council in-person shall ~~step up to~~use the microphone in front of the podium or if addressing the council virtually, the microphone on their device, give his/her name and ~~address~~ city of residence in an audible tone of voice for the record and, unless further time is granted by the council, shall limit his/her remarks~~address~~ to the time allotted on the agenda for public comments. Members of the public may address the council by oral communications on any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the city council. All remarks shall be addressed to the legislative body as a body and not to an individual council member. ~~No person, other than the council and the person having the floor shall be permitted to participate in the discussion, without the permission of the presiding officer. No member of the public may ask a direct question shall to a council member except through the presiding officer.~~ Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on its agenda. In discussion of any issue before the council, members of ~~the public and of~~ the council must confine themselves to the question before the council.

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AHM

(c) Spokesperson for group of persons. Whenever any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group to address the council, and in case additional matters are to be presented at the time by any other member of said group, to limit the number of persons so addressing the council so as to avoid unnecessary repetition before the council.

(d) Written communications. Interested parties or their authorized representatives may address the council by written communications in regard to matters then under discussion.

(e) Public hearings and protests. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer, and street proceedings, hearings on protests, appeals, and petitions, or similar matters in regard to matters then under consideration.

2-2.13. Same—Same—After motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the Presiding Officer.

2-2.14. Reserved.

2-2.15. Council meetings—Decorum.

(a) By council members.

1. Conduct. While the council is in session, the council members must preserve order and decorum, and a council member shall neither by conversation, by the utterance of loud, threatening, profane or abusive language, or by engaging in any other disorderly conduct at any council meeting, delay or interrupt the council proceedings. A council member's persistence in discussing an agenda item or any other matter before the council after the matter has been called to a vote, shall constitute a violation of this subsection. Council members shall obey the orders of the council or the presiding officer. The following rules shall be obeyed:

i. Council members shall keep any remarks clear, concise and on-topic.

ii. When there are differences of opinion, council members shall focus on debating the facts of the situation and avoid personalities. Council members should seek to build on the ideas of others and look for common ground.

iii. Council members shall be prepared at council meetings, including by reading their agendas with enough time to ask questions prior to the council meeting. Every effort will be made to ask questions before the council meeting so that the city manager or the city attorney, as applicable, has ample time to research the question before the council meeting.

iv. Council members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

2. Censure. A violation of these rules of decorum or the adopted civility, conduct and governance policy by a council member shall be subject to the below enforcement provisions. Any council member may make a motion for a vote to censure or for a vote for removal or ejection as set forth herein.

i. Resolution of censure. Any council member who reasonably believes that another council member is violating these rules of decorum or the adopted civility, conduct and governance policy shall be allowed to request an agenda item be presented, in accordance with the procedures for requesting future agenda items, calling for staff to bring back a draft resolution of censure by identifying the council member, and that council member's speech, actions or behavior, that he/she believes constitutes such violation. Once approved to be presented to the council for consideration, the resolution of censure may be approved by a majority of the council and may contain the penalties described below. Upon such motion, all council members present shall immediately vote on the motion and state whether they agree that the identified speech, actions or behavior constitutes a violation and justifies a vote of censure. If a majority of the council members present a vote for censure, then that vote shall be duly noted by the city clerk and the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal, any council member shall be entitled to make a motion to overturn the vote of censure. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such censure from the record. Motions to overturn a vote of censure may only be made at the meeting at which the vote of censure was made. This subsection contemplates no other administrative remedy to a vote of censure other than the two (2) minute rebuttal. If not so overturned, the resolution of censure shall be adopted.

ii. Fines for censure. Any council member who is censured by the City Council may be subject to a one hundred dollar ($100.00) fine per censure. Such fine(s) shall be paid to the city clerk within thirty (30) days of the date imposed. Failure to pay such fine(s) within sixty (60) days shall give rise to a civil action by the city for collection, or shall be deducted or offset from the council member's compensation or per diem entitlements.

iii. Revocation of special privileges. Any council member who is censured by the council shall be subject to revocation of his/her committee assignments, regional boards and commissions, and community-generated board/committee appointments; suspension of official travel, conference participation, access to a city credit card, council salary, stipends, and ceremonial titles.

iv. Removal. Any council member who is censured by a majority of the council during a council meeting, in addition to the attendant fines, shall also be subject to a vote, upon motion by any council member, by a majority of the council present, to remove such offender from the council meeting. If a majority of the council votes for removal, then the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal any council member shall be entitled to make a motion to overturn the vote to remove. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such vote from the record. If the vote to remove is not overturned, then such vote shall remain part of the administrative record and resolution of censure. Motions to overturn a vote of removal may only be made at the meeting at which the vote of removal was made. If the offending council member does not leave voluntarily, the presiding officer may order any law enforcement officer who is on duty at the council meeting as sergeant at arms to remove the offender from the council chambers. It shall be the duty of any law enforcement officer who is serving as sergeant at arms at the council meeting to carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum, including the removal of disruptive council members and/or members of the public.

v. Resisting removal; penalty. Any council member or member of the public who resists removal by the sergeant at arms shall be guilty of a misdemeanor.

3. Motion to enforce. If the presiding officer fails to enforce the

rules set forth above, any council member may move to require the presiding officer to do so, and an affirmative vote of a majority of the council shall mandate such action. If the presiding officer fails to carry out the will of a majority of the council the majority may designate another council member to act as the presiding officer for the limited purpose of enforcing any provision of this subsection which it desires to enforce.

(b) By other persons. Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by directive of the presiding officer, be barred from further audience at said meeting before the council unless permission to continue is granted by a majority vote of the council.

2-2.16. Same – Same – Enforcement.

The Chief of Police or such member or members of the Police Department as he/she may designate shall be Sergeant-at-Arms of the Council meetings. He/she shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms or designee to place any person who violates the order and decorum of the meeting under arrest, and cause him/her to be prosecuted under the provisions of this Code or state law.

2-2.17 Same—Entering protest of city council action in minutes.

Any member at his request shall have the right to have the reasons for his dissent from or protest against any action of the council entered on the minutes.

2-2.18. Same—Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be prepared by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council or requested in writing by any member of the council, the presiding officer or the city manager or prepared by the city attorney on his own initiative.

(b) Prior approval by administrative staff. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney or his authorized representative and shall have been examined and approved for the administration by the city manager or his authorized representative where there are substantive matters of administration involved.

(c) Introducing for passage or approval. Ordinances, resolutions and other

matters or subjects requiring action by the council must be introduced and sponsored by a member of the council, except that the mayor, city manager or city attorney may present ordinances, resolutions and other matters of subjects to the council, and any council member~~man~~ may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

BP

2-2.19. Same—Voting—Roll call vote.

A roll call vote shall be taken upon the passage of all ordinances and resolutions and be entered upon the journal of the proceedings of the council. Upon request of any member, a roll call vote shall be taken and recorded on any vote. Whenever a recorded or roll call vote of the council is in order, the city clerk shall call the names of the members in alphabetical order, except that the name of the presiding officer shall be called last.

2-2.20. Same—Same—Disqualification and abstention.

No city council member shall be permitted to disqualify him/herself if such disqualification results in a tied vote unless such disqualification shall have been approved by the city attorney or by vote of the remainder of the council. Unexcused disqualification and abstentions shall be counted by the city clerk as a vote in favor of the particular motion.

2-2.21. Same—Motion to adjourn.

A motion to adjourn shall always be in order and decided without debate.

2-2.22. Same—Code of ethics.

The following principles shall constitute the Cypress code of ethics, applicable to all council members. Council members, upon the adoption of this ordinance or upon entering office, shall sign a statement affirming they read and understood the code of ethics. In addition, this code of ethics shall be periodically reviewed and updated by the council.

(a) Act in the public interest. Recognizing that stewardship of the public interest must be their primary concern, council members will work for the common good of the community and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the council.

(b) Comply with the law. Council members shall comply with the laws of the nation, the State of California and the City of Cypress in the performance of their public duties. These laws include, but are not limited to: the United States and

California Constitutions; the Charter; the Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Council members shall also comply with all applicable city policies and procedures.

(c) Conduct of council members. The professional and personal conduct of council members must be above reproach and should avoid even the appearance of impropriety. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other council members, city staff or public.

(d) Respect for process. Council members shall perform their duties in accordance with the processes and rules of order established by the council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the council by city staff.

(e) Incompatible employment. No council member shall engage in or accept private employment, or render services for private interests, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

(f) Use of public property. No council member shall request or permit the use of city owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, and in the same manner as available to the public, or are provided as city policy for the use of such official in the conduct of official business. No official shall use the time of any city employee during working hours for personal purposes.

(g) Contracts with city. Council members shall not have a financial interest in any business transaction, or contract with the city, or in the sale of real estate, materials, supplies or services to the city, except as permitted in the conflict of interest statutes of the state.

(h) Disclosure of interest in legislation. A council member who has a financial or other private interest in any legislation shall disclose on the records of the city council or other appropriate authority the nature and extent of such interest.

(i) Conflict of interest. In order to assure their independence and impartiality on behalf of the common good, council members shall not use their official positions to influence government decisions in which they have a material financial interest. In accordance with the law, council members shall disclose investments, interests in real property, sources of income and gifts; and abstain from participating in deliberations and decision-making where conflicts, as determined

under applicable laws, may exist. Council members should endeavor to consult with the city attorney before any council meeting to allow an evaluation by the city attorney of any potential conflict.

(j) Confidential information. Council members shall respect the confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) Advocacy. When representing the city while serving on or appearing before other government agencies or in court, council members shall represent the official policies or positions of the council to the best of their ability when designated as delegates for this purpose. When representing the city while serving on or appearing before other government agencies or in court, council members shall advocate policies that are in the best interest of the city over their own personal interests. When presenting their individual opinions and positions, council members shall explicitly state they do not represent the council or the city, and shall not allow the inference that they do.

(l) Positive workplace environment. Council members shall support positive and constructive workplace environment for city employees and for citizens and businesses dealing with the city. Council members shall recognize their special role in dealings with city employees not provide direction to city staff in violation of the city charter.

2-2.22.1. Vacancy on commissions upon filing of nomination papers for city council.

Whenever a member of the recreation and community services commission, senior citizens commission, traffic commission, or any other board or commission officially adopted by ordinance of the city council, as the case may be, is nominated for the office of city council by the filing of nomination papers designating such person as a candidate for the office of city council, the office of such person so nominated on the recreation and community services commission, senior citizens commission, traffic commission or any board or commission officially adopted by ordinance of the city council, as the case may be, shall be immediately and automatically rendered vacant and the city clerk shall immediately notify the city council of that fact, and the vacancy may be filled in the manner provided by law.

2-2.23. City council to serve as planning commission.

The city council hereby is designated as the planning commission of the

City of Cypress. Except as otherwise provided for by resolution of the city council, any meeting of the city council shall also be deeded to be a meeting of the planning commission.

Section 3. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 4. Certification. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of _____, 2023.

_____
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 said City Council held on the _____ day of _____, 2023, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Peter Grant, City Manager

DATE: 04/24/2023

SUBJECT: Discuss and Potentially Provide Direction Regarding Cablecasting/Streaming and Recording City Council Meetings

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RECOMMENDATION

Discuss and potentially provide direction regarding cablecasting/streaming and recording City Council meetings.

DISCUSSION

At the April 10 City Council meeting Council Member Marquez added this item to the agenda.

The City Council held 104 meetings since January 2020. A video recording of the general session of 75 of the meetings is available on the website. The 29 meetings with only a minutes record include:

Offsite	11
Closed session	10
Commissioner interviews	4
Meeting to discuss conducting virtual meetings	2
Broadcast staff unavailable	2

The following information was part of the March 13 agenda (also in response to a request from Council Member Marquez) and the City Council did not direct any changes to its meeting locations or workshops:

Meeting Location and Cablecast/Streaming

City Council meetings sometimes include a Workshop (many cities refer to this portion of a meeting as a study session), which provides the City Council the opportunity to take a deep dive into an important or complicated issue. The City Council does not take action in Workshops, rather this portion of the meeting is a classroom-style brainstorming session where Council Members and department directors engage in discussions designed to create synergy and stimulate questions and dialogue. To foster this environment, the City Council

holds Workshops in conference rooms rather than the Council Chambers, because the Council Chambers was designed to create distance between Council Members and its advisors/the public, and physically places Council Members above everyone else in the room.

Workshops are open to the public and, since the pandemic, may be attended virtually. Workshop audio is synched to any presentations and is available from the City Clerk's office, but is not posted on the website because of technological limitations. Requests for Workshop recordings or presentations are exceedingly rare. While the city does not track such requests, the City Clerk's office cannot recall more than a handful of requests from Council Members and a single resident since 2018.

Past City Councils placed such a high value on the teamwork and collaboration generated by Workshops that the city has a longstanding practice to hold Workshops in a conference room setting and not cablecast/stream them. The only city meeting room with the technology required to cablecast/stream is the Council Chambers and the cost to outfit a city conference room with the appropriate technology is exceedingly high when considering how infrequently the City Council holds Workshops. In 2022, the City Council only held one Workshop that was not part of the Budget development process. The City Council also conducts confidential Closed Sessions in the same room as Workshops and the cablecast/streaming technology would present an information security risk.

If any action arises from Workshop discussion, the item comes before the City Council for consideration in a General Session, which is held in the Council Chambers and cablecast/streamed. The Budget development process is an excellent example: typically, the City Council is briefed in Workshops that focus on different aspects of the city's financial condition, policies, and the proposed Budget and Capital Improvement Plan. Many of the Workshop sessions are accompanied by New Business items considered in General Session (the Mid-Year Budget and Capital Improvement Plan Updates are recent examples). Budget-related Workshops begin in February and culminate in June when the City Council receives thorough presentations from the Finance Director and Public Works Directors in General Session and considers the annual Budget and Capital Improvement Plan as New Business items.

The city's executive team believes Workshops are of great value to Cypress and that the more causal, back-and-forth exchanges between Council Members and department directors result in better recommendations to the City Council later in General Session. Changing the location of Workshops or cablecasting/streaming them is likely to degrade this powerful teamwork environment. Accordingly, it is recommended that the City Council maintain its existing approach to Workshops. One option for the City Council to consider is directing the City Manager to evaluate the technology and cost required to post Workshop audio recordings to the website. However, given the low level of interest in Workshop recordings, the return on this expense is likely to be very low.

BUDGET IMPACT

Any change to cablecasting/streaming practices will require an analysis of the additional investment in staff and technology.

LEGAL REVIEW

None.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Frances Marquez, Council Member

DATE: 04/24/2023

SUBJECT: **Discuss and Potentially Provide Direction to the City Manager to Provide the City Council a Presentation on Valley Vista Services' Self-Reported Commingling of Refuse and Recycling from Ovation at Flora Park**

RECOMMENDATION

Discuss and potentially provide direction to the City Manager to provide the City Council a presentation on Valley Vista Services' self-reported commingling of refuse and recycling from Ovation at Flora Park.

DISCUSSION

At the April 10 City Council meeting Council Member Marquez requested the City Council discuss Valley Vista Services' (VVS) self-reported commingling of refuse and recycling from Ovation at Flora Park. The letter from the City to VVS that concluded the matter and the response to a series of questions from Council Member Marquez is attached. After consulting with Public Works and reviewing Council Member Marquez's statements at the April 10 City Council meeting, it is estimated that preparing a presentation on this matter will require between 10-20 hours of staff time. The franchise agreement with VVS is available on the website: https://www.cypressca.org/departments/public-works/trash-recycling.

BUDGET IMPACT

None.

LEGAL REVIEW

None.

APPROVED BY: Peter Grant, City Manager

Attachments

Letter to VVS

Response to Council Member Marquez Questions

CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

March 15, 2023

Valley Vista Services OC
5363 Lincoln Ave
Cypress, CA 90630

via email: georgeb@myvvs.com

RE: Commingling in City of Cypress (Ovation at Flora Park)

The City has completed its investigation of Valley Vista Services' (VVS) self-report that it commingled solid waste and recyclables from a gated residential community in Cypress known as Ovation at Flora Park. The commingling occurred over four to six months in 2022. The results of the investigation are attached to this letter.

As VVS is aware, comingling is a violation of the Solid Waste and Recycling Services Franchise Agreement between the City and VVS and section 13.06 (n) of the Franchise allows the City to impose liquidated damages of $250 per comingling incident.

Based on the investigation, and consistent with the Franchise (§12.03), VVS shall be responsible for any penalties or costs incurred by the City as a result of this incident. This includes City staff or consultant costs associated with new or enhanced State inspections or reporting.

A liquidated damages penalty of $6,000 ($250 per weekly incident of commingling for six months) is also assessed. However, the liquidated damages penalty is held in abeyance for the reasons listed below. Should VVS violate the Franchise again, in any matter, the City reserves the right to impose the $6,000 liquidated damages penalty.

Several factors influenced the decision to hold the liquidated damages penalty in abeyance, including:

- VVS self-reported the commingling and cooperated with the City's investigation
- The investigation confirmed that VVS was responding to requests from Ovation at Flora property management and residents to reduce the impact of trash trucks on its private streets; and VVS is purchasing a new truck to address these concerns without commingling solid waste and recycling
- Despite the commingling, the VVS will still meet the citywide 65% recycling diversion rate required by the Franchise

Anne Hertz-Mallari, Mayor
Scott Minikus, Mayor Pro Tem **David Burke**, Council Member
Frances Marquez, Ph.D., Council Member **Bonnie Peat**, Council Member

CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

While VVS's decision to change its collection practices at Ovation at Flora Park reflects the high level of municipal services Cypress residents deserve, VVS failed to honor the Franchise and its relationship with the City when it did not consult the City prior to implementing the changes.

VVS has assured the City that it will engage with the City's Contract Officer prior to changing its collection practices should a circumstance similar to Ovation at Flora Park present itself in the future.

Sincerely,

Peter Grant
City Manager

c: Cypress City Council
Doug Dancs, Public Works Director

Anne Hertz-Mallari, Mayor
Scott Minikus, Mayor Pro Tem **David Burke**, Council Member
Frances Marquez, Ph.D., Council Member **Bonnie Peat**, Council Member

City of Cypress

Public Works Department

Memorandum

February 22, 2023

TO: Peter Grant, City Manager

FROM: Kirsten Graham, Senior Management Analyst
Douglas Dancs, P.E., Public Works Director

SUBJECT: Valley Vista Services Commingling Incident Evaluation

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In September 2022, Valley Vista Services (VVS) notified Public Works they commingled solid waste and recyclables at Ovation at Flora Park. While this was permitted during COVID-19 facility closures, it is not allowable per the franchise agreement.

Public Works immediately issued a notice to correct on September 22, 2022 and VVS immediately returned to separate collection.

The franchise agreement allows for liquidated damages at $250 per incident: *"13.06 (n) Commingling Residential or Commercial Refuse with Recyclable Materials on a per-incident basis."* The liquidated damages would be between $4,000 to $6,000 for 16 to 24 incidents.

Our investigation determined:

- VVS received several complaints from Ovation at Flora Park residents about the noise and pavement damage caused by two trucks.
- VVS had safety concerns about the access of trucks and traffic within the community.
- VVS has provided additional services to the community including picking up items left outside of trash cans.
- VVS clarified they commingled for a period of four to six months (16 to 24 incidents).
- VVS was still meeting the citywide recycling diversion rate of 65%.
- VVS is in the process of purchasing a new truck that can collect solid waste and recycling separately.

City of Cypress
City Manager's Office

Date: April 6, 2023

To: Mayor and City Council

From: Peter Grant, City Manager

RE: Response to Questions from Council Member Marquez Regarding Valley Vista Services 2022 Commingling

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Council Member Marquez submitted the following questions about the city's investigation of Valley Vista Services self-reported commingling in 2022. Responses appear in *italics* after each question.

1. When did the law permitting the comingling of solid waste and recyclables go into effect?

   The State's emergency order was issued in March 2020.

2. What is the time frame of Covid-19 facility closures?

   If this question refers to the period when the COVID-19 pandemic forced VVS to modify its operations: March to September 2020.

3. What is the timeframe under which the 16-24 incidents occurred? We are told it was a 4-6 month time frame. Please specify the months and year(s).

   March 2022 to September 2022.

4. When did Public Works become aware of the incidents?

   September 2022.

5. Re: Noise complaints from Ovation at Flora Park:
   a. What hours and dates did the noise occur?

      VVS reported the noise complaints from Ovation at Flora property management and residents were related to trash trucks driving in reverse while collecting trash and recycling.

   b. Is the noise still ongoing?

VVS report its operations at Ovation at Flora park are similar to its pre-pandemic operations, so it is reasonable to assume the noise continues.

c. Re: Damage to pavement at Ovation at Flora Park:
    i. What is the estimated cost to repair the pavement?

    Streets at Ovation at Flora Park are private. The city's investigation did not conclude there was damage to the streets.

    ii. Is Valley Vista Services going to reimburse the city to make these repairs?

    Streets at Ovation at Flora Park are private. The city's investigation did not conclude there was damage to the streets.

d. Re: Safety concerns at Flora Park:
    i. What can the city and VVS do to address these safety concerns?

    VVS reports its new truck will resolve its safety concerns at Ovation at Flora Park. Ovation at Flora Park is a private, gated community with private streets and adjustments to its trash collection (so long as the adjustments are consistent with the Franchise) are determined by VVS and Ovation at Flora Park management.

e. Re: Additional services VVS is providing
    i. What other services is VVS providing?

    VVS reports it provides a significant amount of specialized/concierge service, including helping Ovation at Flora Park residents move trash carts and staffing trucks with additional personnel to enhance safety.

f. Re: New VVS truck that can collect waste separately
    i. When will this truck be in service?

    Unknown.

    ii. Will VVS only be purchasing 1 truck?

    The Franchise does not require VVS to purchase a new truck that can collect trash and recyclables simultaneously without commingling. VVS is doing so voluntarily and reports its will not increase rates at Ovation at Flora Park to offset the cost of the truck. VVS not increased rates to recover costs for any of the specialized services it provides to Ovation at Flora Park.

6. Is VVS currently commingling recyclables and trash?

Not that the city is aware.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Anne Hertz-Mallari, Council Member

DATE: 04/24/2023

SUBJECT: **Consider Revising the Process for Council Members to Add Items to the City Council Agenda**

RECOMMENDATION

Consider revising the process for Council Members to add items to the City Council agenda.

DISCUSSION

In February 2022, the City Council adopted the attached policy for Council Members to add items to the City Council meeting agenda. I do not believe the policy has served the City Council well over the past 13 months. The City Attorney and City Manager have to provide lengthy explanations of the policy each time a Council Member asks to agendize an item and the objection-based process makes Council Members argue against an item rather than providing the Council Member who seeks the agenda item the opportunity to advocate for it.

To remedy these issues, I recommend the City Council adopt the attached proposed policy that is largely based on Lake Forest's process. In summary, the proposed policy:

- Asks Council Members to work with the City Manager before introducing an item at a City Council meeting
- Creates a process for the City Council to reach consensus for the purpose of placing an item on the agenda with the agreement of either two Council Members (for a minor item) or three Council Members (more significant items)
- Clarifies that the City Manager may place an item requested by a Council Member on the agenda at his/her discretion

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed the proposed policy.

APPROVED BY: Peter Grant, City Manager

Attachments

Current Policy for Council Members to Add Agenda Items (2022)
Proposed Policy for Council Members to Add Agenda Items.

Adopted February 28, 2022
Process for Council Members Adding Items to the Agenda

1. At a regularly scheduled City Council meeting, a Council Member may request an item be added to a future City Council meeting during the Council Member Reports and Remarks portion of the agenda. The request must be unambiguous, for example, “I would like to add *[description of the item and desired action]* to the *[date]* agenda.”

    a. If the item includes any attachment (i.e. a resolution, proclamation, advocacy letter, etc.), the attachment must be provided to the City Manager at least 10 days before the City Council meeting at which the item will be considered. The City Manager will distribute any attachments to the City Council and arrange for the item to appear on an agenda. If the attachment is not provided to the City Manager at least 10 days before the City Council meeting at which the item would otherwise be considered, the item will be agendized at a future City Council meeting.

    b. If the City Manager determines preparing the item for the agenda will require significant resources, the Council Member may request the City Council consider placing an item on the agenda to provide the City Manager direction and resources to prepare the item at the next City Council meeting or withdraw the request.

2. If two or more Council Members object to adding an item to an upcoming agenda, the item will be added to the agenda as a discussion item for further direction by the City Council and not final action.

3. If an item comes to a Council Member’s attention between City Council meetings, the Council Member may request an item be added to a future regularly scheduled City Council meeting by submitting a written request to the City Manager at least 10 days before the City Council meeting at which the item will be considered. If the item includes any attachment (for example a resolution, proclamation, advocacy letter, etc.), the attachment must be included with the written request. The City Manager will distribute the written request and attachment to the City Council and arrange for the item to appear on an agenda.

4. If, prior to the City Clerk posting the agenda, two or more Council Members inform the City Manager of their objection to an item submitted per Section 3 above the item will be added to the agenda as a discussion item for further direction by the City Council and not final action.

PROPOSED POLICY FOR COUNCIL MEMBERS TO ADD AN ITEM TO THE AGENDA

Purpose

This Policy establishes guidelines for Council Member requests to place items on the agenda for consideration and defines City Council consensus for that purpose.

Requests for City Council Consensus

City Council consensus for the purpose of placing an item on the agenda for future consideration may be achieved with the agreement of either two Council Members (minority consensus) or by majority consensus with the agreement of three Council Members.

Agenda Items

Council Members should present requests for an item to be placed on a future agenda to the City Manager prior to seeking City Council consensus. The City Manager may place items requested by Council Members on the agenda at his/her discretion.

During the Council Member Items for Future Consideration portion of a City Council meeting, a Council Member may request an item be placed on a future agenda for consideration. The Council Member shall provide sufficient detail about the requested item to allow the City Council and staff to understand the nature, scope and direction sought. If the Council Member desires a specific meeting date, the Council Member shall state the date in the request for City Council consensus.

- A *minority consensus agenda item* involves a brief agenda report or no agenda report and requires the agreement of two Council Members to be placed on the agenda.

- A *majority consensus agenda item* involves a full agenda report, potentially including analysis and a staff recommendation and requires the agreement of three Council Members to be placed on the agenda.

All items with significant budget impact ($10,000 or more) and capital improvement projects will be referred to a Strategic Plan workshop or the annual Budget and Capital Improvement Plan development process.

Council Members may introduce four agenda items per calendar year, not including items proposed during Strategic Planning or the annual Budget and Capital Improvement Plan development process. Consensus items sought in addition to the four per Council Member, per calendar year, requires the agreement of four Council Members to be placed on the agenda. Duplicate requests for the same agenda item are prohibited in any calendar year.

In the event a Council Member does not state a specific meeting date, and the item

is not a significant budget impact or capital improvement project, the City Manager will determine when to place the item on the agenda.