



## **AMENDED AGENDA**

**REGULAR MEETING  
CYPRESS CITY COUNCIL  
September 25, 2023  
6:00 P.M. - General Session**

**[www.cypressca.org](http://www.cypressca.org)**

**5275 Orange Avenue  
Cypress, California**

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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. 1 - Submitted public comment attached to report.

### **CALL TO ORDER**

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 Mallari

Mayor Pro Tem Scott Minikus

Council Member David Burke

Council Member Frances Marquez

Council Member Bonnie Peat

**INVOCATION** First Baptist Church of Cypress

### **PLEDGE OF ALLEGIANCE**

### **REPORT OF CLOSED SESSION / WORKSHOP**

City Manager/City Attorney

### **PRESENTATIONS**

Veteran Recognition Presentation

Legislative Update Presentation by Senator Janet Nguyen

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

The public may address the City Council on agenda 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. 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](mailto:adm@cypressca.org) or by calling 714-229-6699.

**CONSENT CALENDAR**

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

**1. Receive and File Public Comments Submitted for the September 25, 2023 City Council Meeting**

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

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

**3. Second Reading of an Ordinance Amending Ordinance No. 1203 and Chapter 2 of the Municipal Code Relating to the Conduct of City Council Meetings**

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Ordinance No. 1203 and Chapter 2 of the Municipal Code relating to the conduct of City Council meetings.

**4. Accept the Tree Planting Program, Project 345**

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Tree Planting Program, Project 345, in the amount of \$64,492 and approve the final payment of \$3,224.60 to Master Landscape & Maintenance, Inc.;

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

**5. Approve Plans and Specifications for City Hall Public Restroom Improvements, Project 324**

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve plans and specifications for City Hall Public Restroom Improvements, Project 324.

**6. Approve Plans and Specifications and Award Contracts for Arterial Street Rehabilitation, Project 350**

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for Arterial Street Rehabilitation, Project 350; and
2. Award a contract to R.J. Noble Company, for \$2,115,100.50, and authorize a contingency of \$317,000.50; and
3. Approve a Task Order for Construction Inspection Services and Materials Testing to Ardurra Group Inc., for \$135,778 and authorize a contingency of \$20,500.00; and
4. Approve a \$157,380.00 appropriation increase in the Road Maintenance and Rehabilitation Account (RMRA) fund for the Arterial Street Rehabilitation, Project 350.

**7. Award Contracts for Veterans Park & Cedar Glen Park Parking Lot Resurfacing, Project 363**

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for the Veterans Park & Cedar Glen Park Parking Lot Resurfacing, Project 363; and
2. Award a contract to Prestige Paving Company, Corona, CA, for \$67,175.52, and authorize a contingency of \$10,080; and
3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$20,095, and authorize a contingency of \$3,020.

**8. Award Contracts for the Purchase of Arnold Cypress Park Amenities**

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Award a contract to Musco Sports Lighting for \$645,581, for the purchase of sports field lighting; and
2. Award a contract to AstroTurf for \$1,261,882, for the purchase of synthetic turf field materials.

**9. Accept Office of Traffic Safety DUI Traffic Enforcement Grant**

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Accept the FY 2023-24 Office of Traffic Safety DUI/Traffic Enforcement grant; and
2. Appropriate \$90,000 in the General Fund Grants Fund; and
3. Increase estimated revenues by \$90,000 in the General Fund Grants Fund.

**10. Approve the Urban Area Security Initiative Sub-Recipient Agreement with the City of Anaheim**

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Approve the Fiscal Year 2022 Urban Area Security Initiative (UASI) Sub-Recipient Agreement with the City of Anaheim; and
2. Authorize the City Manager to execute all UASI related documents.

**11. Declare Surplus Equipment and Approve the Donation to the Anaheim Union High School District**

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation: Declare six 10' x 15' bleachers surplus and approve their donation to the Anaheim Union High School District for use at Walker Junior High.

**12. Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2022-23**

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

Recommendation:

1. Approve FY 2022-23 supplemental appropriations of \$619,530 and increase estimated revenues by \$670,930 for the City; and
2. Approve a \$200,000 transfer to the City Capital Project fund from the RMRA Gas Tax fund for FY 2022-23 arterial rehabilitation project expenditures; and
3. Approve FY 2022-23 supplemental appropriations of \$83,700 and increase estimated revenues by \$142,800 in the Cypress Recreation and Park District; and
4. Approve a \$666,653 transfer from the District's Park Development Fund to the General Fund; and
5. Approve a \$666,653 payment to the City's Infrastructure fund to apply against the outstanding Repayment Agreement and Promissory Note between the City and Park District for the construction of Lexington Park.

**13. Approve Continuing Appropriations, Revenues and Transfers from FY 2022-23 to FY 2023-24**

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

Recommendation:

1. Authorize the appropriation of \$2,825,844 in FY 2023-24 for the carryover of continuing appropriations from FY 2022-23, as detailed in Attachment A; and
2. Authorize the appropriation of \$3,686,450 in FY 2023-24 for the carryover of encumbrances at June 30, 2023, as detailed in Attachment B; and
3. Authorize the continuation of operating transfers totaling \$2,423,630 and estimated grant revenue totaling \$408,905 from FY 2022-23 to FY 2023-24, as detailed in Attachment C to support carryover appropriations.

**14. Approve Cypress Recreation and Park District Continuing Appropriations from FY 2022-23 to FY 2023-24**

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

Recommendation:

1. Appropriate \$2,715,455 in FY 2023-24 for items encumbered at June 30, 2023 as detailed in Attachment A; and
2. Appropriate \$337,880 in FY 2023-24 for the carryover of continuing appropriations as detailed in Attachment A

**15. Receive and File the Investment Report for the Month Ended August 31, 2023**

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

Recommendation: Receive and file the attached investment report.

**16. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of August 12, 2023 through September 8, 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 August 12, 2023 through September 8, 2023:

- Electronic Funds Transfers 13575 through 13733
- Warrants 63232 through 63459
- Payroll Transfers W1509 through W1510

**NEW BUSINESS**

None.

**ITEMS FROM CITY COUNCIL MEMBERS**

**17. Direct the City Manager and City Attorney to Investigate the Disclosure of Information from Closed Session City Council Meetings**

Agendized by: Ad Hoc Subcommittee - Mayor Mallari and Mayor Pro Tem Minikus

Recommendation: Direct the City Manager and City Attorney to investigate the disclosure of information from closed session City Council meetings.

**ITEMS REMOVED FROM CONSENT CALENDAR**

**ORAL COMMUNICATIONS** (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 the agenda. 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](mailto:adm@cypressca.org) or by calling 714-229-6699.

**COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS**

**COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION**

**CITY MANAGER REMARKS**

**ADJOURNMENT - IN MEMORY OF LOS ANGELES COUNTY SHERIFF DEPUTY RYAN CLINKUNBROOMER**

The next meeting will be an adjourned Regular Meeting, to be held on Monday, October 9, 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 20th day of September, 2023.

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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/8312745945573530204>. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. 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](mailto:cityclerk@cypressca.org). Comments submitted by 3:00 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](http://www.cypressca.org/watchlive).
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (415) 655-0052 and entering Access Code 654-055-287. 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 invitational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invitational speakers. The City Council's policy on invocations is available from the City Clerk.

## **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:** Alisha Farnell, City Clerk

**DATE:** 09/25/2023

**SUBJECT:** Receive and File Public Comments Submitted for the September 25, 2023  
City Council Meeting

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**RECOMMENDATION**

Receive and file submitted public comments.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

Submitted Public Comment

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**From:** [David Loy](#)  
**To:** [City Clerk](#); [Cypress Administration](#)  
**Subject:** City Council Agenda Item No. 17  
**Date:** Monday, September 25, 2023 1:43:28 PM  
**Attachments:** [2023 09 25 Cypress City Council.pdf](#)

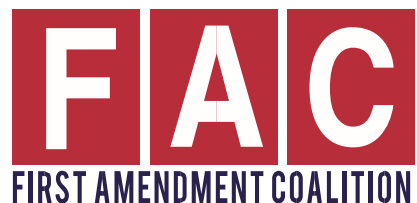
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Dear Clerk & City Council Members,

Attached please find a letter commenting on Item No. 17 on the agenda for today's City Council meeting. Thank you for your attention to this matter. Please let me know if you have any questions.

Best,  
David

David Loy | Legal Director | First Amendment Coalition  
[dloy@firstamendmentcoalition.org](mailto:dloy@firstamendmentcoalition.org) | O: 415-460-5060 | C: 619-701-3993 (also Signal)  
[firstamendmentcoalition.org](http://firstamendmentcoalition.org) | [@FACoalition](#) |  
[FREE LEGAL HOTLINE](#) | [SUBSCRIBE](#)  
pronouns he/him



David Loy, Legal Director  
dloy@firstamendmentcoalition.org  
Direct: 619.701.3993

September 25, 2023

**VIA ELECTRONIC MAIL**

Mayor Anne Mallari  
Mayor Pro Tem Scott Minikus  
Council Member Frances Marquez, Ph.D.  
Council Member David Burke  
Council Member Bonnie Peat  
City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

Email: [adm@cypressca.org](mailto:adm@cypressca.org), [cityclerk@cypressca.org](mailto:cityclerk@cypressca.org)

Re: City Council Agenda Item No. 17

Dear Mayor, Mayor Pro Tem, and Council Members:

The First Amendment Coalition ("FAC") is a nonprofit public interest organization dedicated to advancing free speech, more open and accountable government, and public participation in civic affairs. I am writing on behalf of FAC to protest the City's conduct after the Event-News Enterprise published newsworthy information of public concern. As the Supreme Court and numerous decisions have confirmed, the First Amendment guarantees the right of the press to report the news no matter how inconvenient or embarrassing it may be to those in power, and the press may publish information of public concern even if someone within the City broke the law in disclosing it.

As reported in the [Event-News Enterprise](#) on September 13, the City has been sued by the Southwest Voter Registration Project under the California Voting Rights Act. In the same story, it was reported that the City Council twice voted in closed session, once 3-2 and once 5-0, to participate in mediation in an attempt to resolve the lawsuit.

Today's City Council agenda [includes an item](#) contending that "the Event-News Enterprise's decision to report on confidential closed session votes is regrettable and inconsistent with ethical journalism principles" and recommending "an investigation into the disclosure of the closed session information to the Event-News Enterprise." I also understand the Mayor has [publicly accused](#) the Event-News Enterprise of "reckless reporting," and the City Attorney demanded "a full retraction" without stating any specific errors.

I write to protest any veiled threats to intimidate the press arising from allegations of unethical or reckless behavior or plans to conduct a leak investigation. I presume the City is familiar with the

following principles, but I will describe them in the interest of avoiding misunderstanding and upholding freedom of the press.

The First Amendment was designed to “preserve an untrammelled press as a vital source of public information.” *Grosjean v. Am. Press Co.*, 297 U.S. 233, 250 (1936). From the earliest days of this nation, the “right of free public discussion of the stewardship of public officials” has been “a fundamental principle of the American form of government.” *New York Times Co. v. Sullivan*, 376 U.S. 254, 275 (1964).

As the Supreme Court has confirmed, the “Constitution specifically selected the press” to “play an important role in the discussion of public affairs,” and “the press serves and was designed to serve as a powerful antidote to any abuses of power by governmental officials and as a constitutionally chosen means for keeping officials elected by the people responsible to all the people whom they were selected to serve.” *Mills v. Alabama*, 384 U.S. 214, 219 (1966).

Therefore, the First Amendment “gave the free press the protection it must have to fulfill its essential role in our democracy. The press was to serve the governed, not the governors. The Government’s power to censor the press was abolished so that the press would remain forever free to censure the Government. The press was protected so that it could bare the secrets of government and inform the people.” *New York Times Co. v. United States*, 403 U.S. 713, 717 (1971) (Black, J., concurring).

An attack on the press “muzzles one of the very agencies the Framers of our Constitution thoughtfully and deliberately selected to improve our society and keep it free.” *Mills*, 384 U.S. at 219. The government’s function is to serve the people and defend the Constitution, not to “sit as some kind of journalism review seminar.” *Fletcher v. San Jose Mercury News*, 216 Cal. App. 3d 172, 187 (1989) (citation and quotation marks omitted). By condemning a newspaper as “unethical” or “reckless” simply for reporting the news and by demanding a retraction without naming any specific errors, the City’s actions undermine respect for press freedom.

Assuming a city official or employee committed a violation of law by disclosing matters discussed in a closed session, the First Amendment protects the Event-News Enterprise’s right to publish information of public concern. *Bartnicki v. Vopper*, 532 U.S. 514, 535 (2001) (noting “a stranger’s illegal conduct does not suffice to remove the First Amendment shield from speech about a matter of public concern” and holding media outlets could not be punished for publishing contents of illegally recorded conversation); *Landmark Commc’ns v. Virginia*, 435 U.S. 829, 837-38 (1978) (upholding media’s right to publish information about “confidential proceedings of the Judicial Inquiry and Review Commission”).

As the Court of Appeal has explained, the business of the press is “obtaining and publishing newsworthy information through routine reporting techniques,” and “ordinary news-gathering techniques ‘of course, include asking persons questions, including those with confidential or restricted information.’” *Ass’n of L.A. Deputy Sheriffs v. L.A. Times Commc’ns LLC*, 239 Cal. App. 4th 808, 819 (2015) (quoting *Nicholson v. McClatchy Newspapers*, 177 Cal. App. 3d 509, 519–20 (1986)).

If the City decides to investigate whether any conduct of its own officials or employees resulted in unlawful disclosure of information, it must bear in mind that California's reporter shield law guarantees absolute immunity against any demand by the city, civil or criminal, for "the source of any information" obtained or published by the Event-News Enterprise or "any unpublished information obtained or prepared in gathering, receiving or processing of information for communication to the public." Cal. Const., art. I, § 2(b); *see also* Cal. Evid. Code § 1070(a); *Miller v. Superior Ct.*, 21 Cal. 4th 883, 899 (1999); *New York Times Co. v. Superior Ct.*, 51 Cal. 3d 453, 461 (1990); *McGarry v. Univ. of San Diego*, 154 Cal. App. 4th 97, 119–20 (2007); *O'Grady v. Superior Ct.*, 139 Cal. App. 4th 1423, 1456–66 (2006).

In addition to immunity against discovery, California and federal law prohibit the issuance of a search warrant for or any search for and seizure of unpublished information, work product, or documentary materials of the Event-News Enterprise related to this matter. Cal. Penal Code § 1524(g) (citing Cal. Evid. Code § 1070); 42 U.S.C. § 2000aa; *Citicasters v. McCaskill*, 89 F.3d 1350, 1355 (8th Cir. 1996); *Morse v. Regents of the Univ. of Cal.*, 821 F. Supp. 2d 1112, 1121 (N.D. Cal. 2011).

Thank you for your attention to these matters. Please let me know if you have any questions.

Sincerely,

FIRST AMENDMENT COALITION



David Loy  
Legal Director



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

3.

**FROM:** Alisha Farnell, City Clerk

**DATE:** 09/25/2023

**SUBJECT:** Second Reading of an Ordinance Amending Ordinance No. 1203 and Chapter 2 of the Municipal Code Relating to the Conduct of City Council Meetings

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#### **RECOMMENDATION**

Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Ordinance No. 1203 and Chapter 2 of the Municipal Code relating to the conduct of City Council meetings.

#### **DISCUSSION**

On September 11, the City Council approved the first reading of an Ordinance amending Ordinance No. 1203 and Chapter 2 of the Municipal Code relating to the conduct of City Council meetings. The Ordinance incorporates minor updates to Ordinance No. 1203, approved by the City Council at their April 24 and July 10 meetings, to clarify/modernize language, require that the destruction of audio or video recordings of City Council proceedings be approved by the City Council, and change the title of the final oral communications period during City Council meetings to clarify that the public may address the City Council on any item within its subject matter jurisdiction during that period.

#### **BUDGET IMPACT**

None.

#### **LEGAL REVIEW**

The attached Ordinance was drafted and approved by the City Attorney's office.

**APPROVED BY:** Peter Grant, City Manager

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#### **Attachments**

Ordinance

Ordinance - Redline Version



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA  
AMENDING ORDINANCE NO. 1203 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 Sections 2-1 and 2-2 and subsections thereunder; and

WHEREAS, on April 10, 2023, the City Council adopted Ordinance No. 1203 repealing and replacing Ordinance 1193 and updating Sections 2-1 and 2-2 of the Cypress Municipal Code relating to the conduct of City Council meetings; and

WHEREAS, on April 24, 2023, the City Council directed changes to Ordinance No. 1203 to further refine and update Section 2-2 and subsections thereunder of the Cypress Municipal Code relating to the conduct of City Council meetings; and

WHEREAS, on July 10, 2023, the City Council directed changes to Section 2-2.9 of the Cypress Municipal Code relating to the order of business of City Council meetings, specifically changing the title of the final period of Oral Communications; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend Ordinance No. 1203 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. Amendments to Ordinance No. 1203 and 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 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, by delivering written notice to each member of the legislative body, posting on the city’s website. 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.

#### **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 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.

#### **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
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. Audio and video recordings of council proceedings may only be destroyed with council authorization.
- 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.
- 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 do so only when recognized by the presiding officer and confine him/herself to the question under debate.
- 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 use the microphone in front of the podium or if addressing the council virtually, the microphone on their device, give his/her name and 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 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. Although council members may provide brief responses, the city council may not discuss or take action on items that are not on its agenda. In discussion of any issue before the council, members of the public must confine themselves to the question before the council.

- 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 or subjects to the council, and any council member may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

**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.

- I) 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 deemed 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: |

\_\_\_\_\_  
CITY CLERK OF THE CITY OF CYPRESS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA  
AMENDING ORDINANCE NO. 1203 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 Sections 2-1 and 2-2 and subsections thereunder; and

WHEREAS, on April 10, 2023, the City Council adopted Ordinance No. 1203 repealing and replacing Ordinance 1193 and updating Sections 2-1 and 2-2 of the Cypress Municipal Code relating to the conduct of City Council meetings; and

WHEREAS, on April 24, 2023, the City Council directed changes to Ordinance No. 1203 to further refine and update Section 2-2 and subsections thereunder of the Cypress Municipal Code relating to the conduct of City Council meetings; and

WHEREAS, on July 10, 2023, the City Council directed changes to Section 2-2.9 of the Cypress Municipal Code relating to the order of business of City Council meetings, specifically changing the title of the final period of Oral Communications; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend Ordinance No. 1203 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. Amendments to Ordinance No. 1203 and 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 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, by delivering written notice to each member of the legislative body, 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.

### **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.

#### **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 ~~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 and the council's records retention policy. Audio and video recordings of council proceedings may only be destroyed with council authorization.~~

~~e) 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.~~

~~c)~~

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 so only when~~ recognized by the presiding officer, ~~only speak after being so recognized,~~ and confine him/herself to the question under debate.

c) Interruptions. A council member, once recognized, shall not be

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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 address-remarks 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 or 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.

- 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 ~~councilman-council member~~ may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

**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 deemed 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:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF CYPRESS



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

4.

**FROM:** Douglas Dancs, Director of Public Works

**DATE:** 09/25/2023

**SUBJECT:** Accept the Tree Planting Program, Project 345

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#### **RECOMMENDATION**

1. Accept the Tree Planting Program, Project 345, in the amount of \$64,492 and approve the final payment of \$3,224.60 to Master Landscape & Maintenance, Inc.;
2. Authorize the City Engineer to file the Notice of Completion with the County Recorder.

#### **DISCUSSION**

City Council awarded a contract in May to Master Landscape & Maintenance, Inc. (Master Landscape) to plant new trees throughout the City. Master Landscape planted 126 trees between June and July in accordance with the terms of the contract.

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

#### **BUDGET IMPACT**

The original estimated cost of construction was \$70,492 and final project cost is \$64,492 as summarized in the attached table. Sufficient amounts will be carried over and budgeted in the City Capital Projects Fund to pay for the project.

#### **LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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#### **Attachments**

Cost Table

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## PROJECT COST TABLE

### Tree Planting Program FY 2022-2023 Project 345

| <u>Item Description</u>    | <u>Original<br/>Amount</u> | <u>Actual<br/>Expenditures</u> | <u>Difference</u>  |
|----------------------------|----------------------------|--------------------------------|--------------------|
| <b><u>Construction</u></b> |                            |                                |                    |
| Construction               | \$ 64,492.00               | \$ 64,492.00                   | \$ -               |
| Construction Contingency   | \$ 6,000.00                | -                              | \$ 6,000.00        |
| <b>Total Project</b>       | <b>\$ 70,492.00</b>        | <b>\$ 64,492.00</b>            | <b>\$ 6,000.00</b> |



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

5.

**FROM:** Douglas Dancs, Director of Public Works

**DATE:** 09/25/2023

**SUBJECT:** Approve Plans and Specifications for City Hall Public Restroom Improvements, Project 324

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#### **RECOMMENDATION**

Approve plans and specifications for City Hall Public Restroom Improvements, Project 324.

#### **DISCUSSION**

The FY 2023-24 Capital Improvement Program (CIP) includes a project to rehabilitate the two public restrooms at City Hall. No substantial improvements have been made to the restrooms in over 50 years since they are original to the building. The restrooms are outdated, not compliant with accessibility standards, and have worn fixtures. The project will upgrade the restrooms to current accessibility standards, and building codes, and install new countertops, floor and wall tile, paint, fixtures, and energy-efficient lighting.

Bidding is scheduled for October with construction starting after the holiday festivities in December, and takes approximately three months to complete. Both restrooms will be closed during construction and the public will be redirected to alternative facilities at the Civic Center Green and Police Department.

#### **BUDGET IMPACT**

There is no fiscal impact associated with approval of plans and specifications. The Seven-Year Capital Improvement Program includes a total of \$275,000 for the design and construction of the restroom improvements.

#### **LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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#### **Attachments**

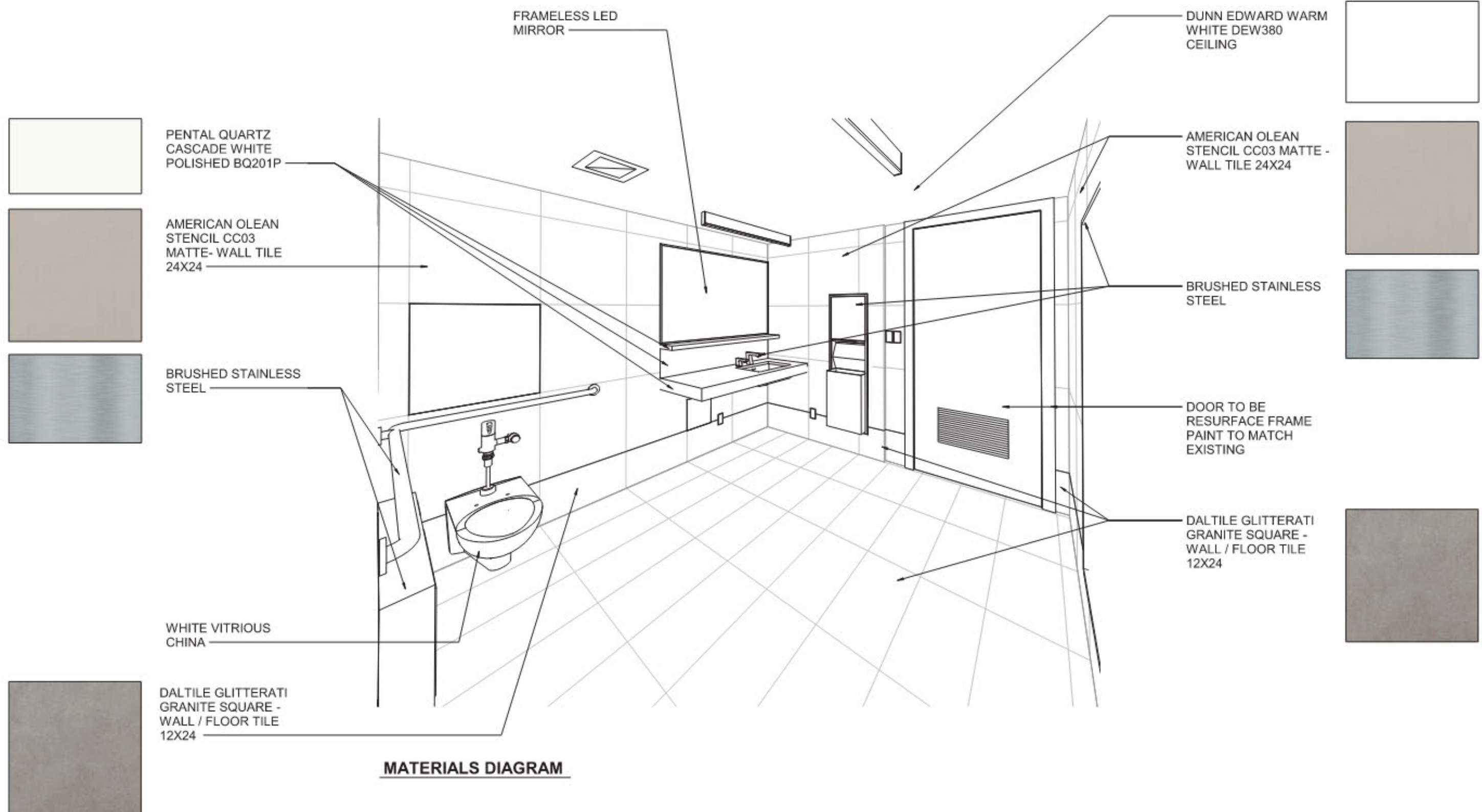
## Exhibit - Materials Diagram

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## EXISTING CITY HALL RESTROOM



## PROPOSED RESTROOM IMPROVEMENTS





## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

6.

**FROM:** Douglas Dancs, Director of Public Works

**DATE:** 09/25/2023

**SUBJECT:** Approve Plans and Specifications and Award Contracts for Arterial Street Rehabilitation, Project 350

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#### **RECOMMENDATION**

1. Approve Plans and Specifications for Arterial Street Rehabilitation, Project 350; and
2. Award a contract to R.J. Noble Company, for \$2,115,100.50, and authorize a contingency of \$317,000.50; and
3. Approve a Task Order for Construction Inspection Services and Materials Testing to Ardurra Group Inc., for \$135,778 and authorize a contingency of \$20,500.00; and
4. Approve a \$157,380.00 appropriation increase in the Road Maintenance and Rehabilitation Account (RMRA) fund for the Arterial Street Rehabilitation, Project 350.

#### **DISCUSSION**

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

This arterial rehabilitation project will resurface approximately 11 lane miles of pavement, including Walker Street (Katella Avenue to Ball Road, and Lincoln Avenue to Crescent Avenue) and Moody Street (Lincoln Avenue to North City Limit). Proper rehabilitation of streets, at timely intervals, is the most effective strategy to keep the pavement in good condition and saves money in the long run by preventing deterioration that would require more costly treatments.

On August 30, the City received four bid proposals for the project with R.J. Noble Company as the low bidder. Ardurra Group, the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

The \$2,657,380 project cost includes construction, inspection, in-house labor, and

contingency, and exceeds the \$2.5 million budget. Public Works estimates projects based on past bid unit prices and current market conditions, but is seeing an unprecedented rise in construction costs due to the cost of oil, increased trucking costs, and rising labor rates. There are sufficient fund balance amounts available in the RMRA Fund to pay for the additional \$157,380 of project costs and delaying the project would likely not result in lower costs for the foreseeable future.

### **BUDGET IMPACT**

The FY 2023-24 Capital Improvement Program budget includes \$2,500,000 for the arterial street rehabilitation. Total estimated project costs will not exceed \$2,657,380 and restricted fund balance amounts are available in the RMRA Fund to pay the \$157,380 budget shortfall.

### **LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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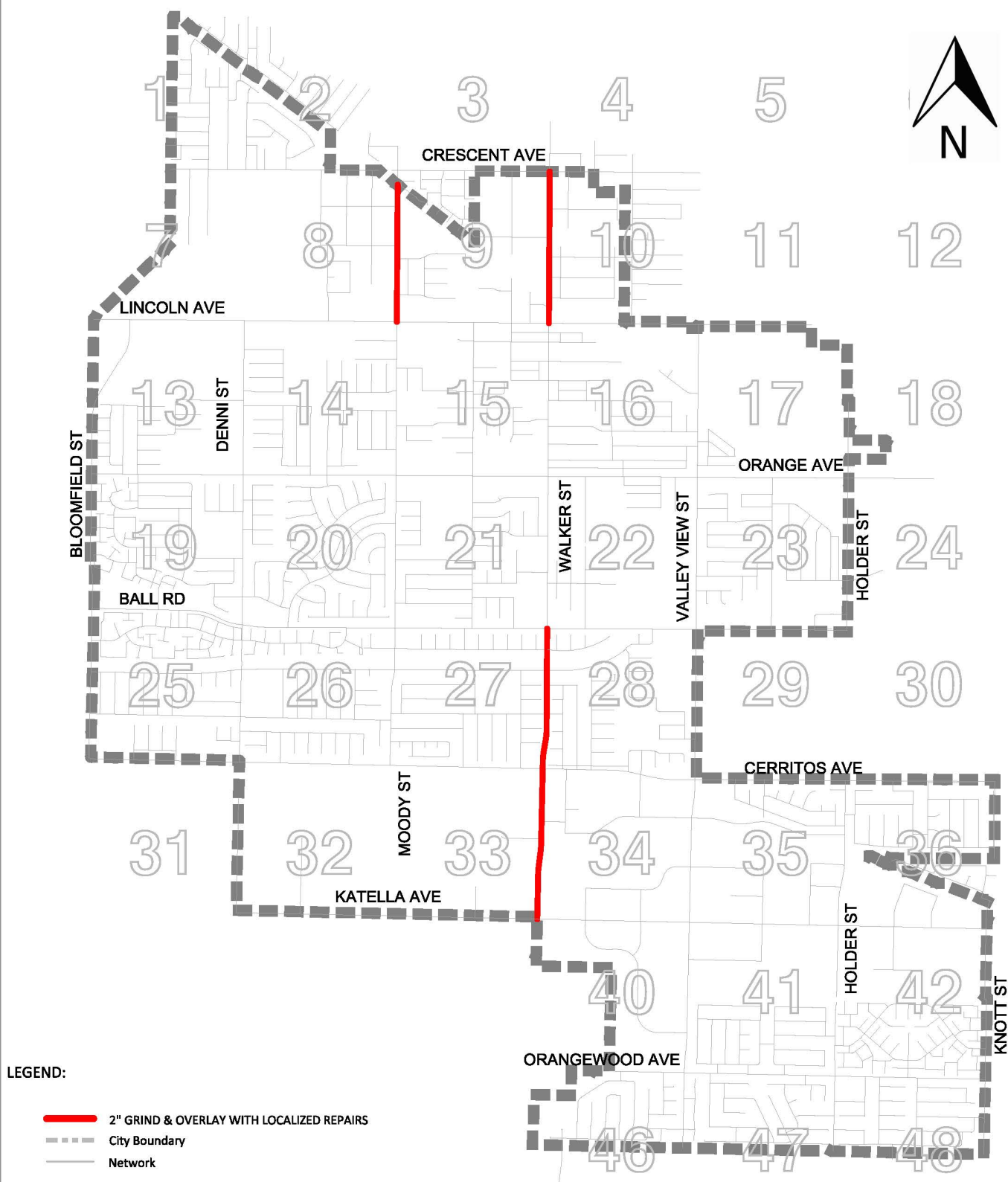
### **Attachments**

Location Map  
Project Award Information  
Task Order

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# CIP 350 Arterial Rehabilitation



## Project Award Information Checklist

**Description of Project:**

Grind and overlay Walker St. (Katella Ave. to Cerritos Ave. and Cerritos Ave. to Ball Rd.), Walker St. (Lincoln Ave. to Crescent Ave.) Moody St. (Lincoln Ave. to North City Limit).

**Contract Working Days:** 40 working days

**Orange County Register  
Publication Date:** August 12, 2023 & August 19, 2023

**Notice Inviting Bids Sent to:** CIPList.com, The Orange County Register, McGraw-Hill Construction, Dodge Data & Analytics, AGC Plan Room, North America Procurement Council, Inc. PBC, Construction Bid Source

**Bid Opening Date:** August 30, 2023

**No. of Bid Packets Purchased:** 20

| Bidders                                        | Base Bid       |
|------------------------------------------------|----------------|
| 1. R.J. Noble Company, Orange, CA              | \$2,115,100.50 |
| 2. All American Asphalt, Corona, CA            | \$2,377,503.00 |
| 3. Palp, Inc. DBA Excel Paving, Long Beach, CA | \$2,478,955.00 |
| 4. Hardy & Harper, Inc., Lake Forest, CA       | \$2,723,000.00 |

**Apparent Low Bidder:** R.J. Noble Company, Orange, CA, – \$2,115,100.50

**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:** \$ 156,278

**BID RESULTS**  
**for**  
**ARTERIAL REHABILITATION**  
**PROJECT 350**

**Bid Opening: Thursday, August 30, 2023 - 11:00 am**

***PRELIMINARY BID RESULTS - FOR INFORMATIONAL PURPOSES ONLY***

|    | <u><b>CONTRACTOR</b></u>          | <u><b>TOTAL Base Bid</b></u> |
|----|-----------------------------------|------------------------------|
| 1  | <b>R.J Noble Company</b>          | <b>\$2,115,100.50</b>        |
| 2  | <b>All American Asphalt</b>       | <b>\$2,377,503.00</b>        |
| 3  | <b>PALP, Inc DBA Excel Paving</b> | <b>\$2,478,955.00</b>        |
| 4  | <b>Hardy &amp; Harper</b>         | <b>\$2,723,000.00</b>        |
| 5  |                                   |                              |
| 6  |                                   |                              |
| 7  |                                   |                              |
| 8  |                                   |                              |
| 9  |                                   |                              |
| 10 |                                   |                              |
| 11 |                                   |                              |
| 12 |                                   |                              |
| 13 |                                   |                              |

**PROPOSAL BID SHEET  
PROJECT 350  
SCHEDULE OF WORK ITEMS**

**ARTERIAL REHABILITATION, PROJECT 350**

Date: Wednesday, August 30, 2023, at 11:00 A.M.

Contractor: **R.J. NOBLE COMPANY**  
 Address: **155505 E. LINCOLN AVE., ORANGE, CA 92865**  
 Contact: **JACOB BREEDLOVE, SECRETARY** Contractor's License No.: **782908**  
 Phone: **714-637-1550** DIR Number: **1000004235**

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Arterial Rehabilitation, Project 350, 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 of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

**BASE BID – Walker St. (Katella Ave. to Ball Rd., Lincoln Ave. to Crescent Ave.) and  
Moody St. (Lincoln Ave. to North City Limit.) – Grind and Overlay**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                                                                                                             | Unit Price          | Total               |
|-----|----------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 1.  | 1        | LS   | Mobilization (Cypress Brown Book Section 9-3.4)<br><i>seventy five thousand dollars and zero cents</i><br>(Not to exceed 5% of total bid amount excepting Item 1) PER LS | <i>\$75,000.00</i>  | <i>\$75,000.00</i>  |
| 2.  | 1        | LS   | Traffic Control (Cypress Brown Section 7-10)<br>(Includes Traffic Control Plan)<br><i>one hundred forty thousand dollars and zero cents</i><br>PER LS                    | <i>\$140,000.00</i> | <i>\$140,000.00</i> |
| 3.  | 1        | LS   | Preservation of Survey Monuments and Centerline Ties<br>(Cypress Brown Book Section 2-9.1)<br><i>Twenty five thousand dollars and zero cents</i><br>PER LS               | <i>\$25,000.00</i>  | <i>\$25,000.00</i>  |
| 4.  | 14       | EA   | Changeable Message Signs (Cypress Brown Section 7-10)<br><i>Two thousand five hundred dollars and zero cents</i><br>PER EA                                               | <i>\$2,500.00</i>   | <i>\$35,000.00</i>  |

|     |         |     |                                                                                                            |             |              |
|-----|---------|-----|------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 5.  | 143,400 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Regular Work Hours                  | \$0.32      | \$45,888.00  |
|     |         |     | Zero dollars and thirty two cents<br>PER SF                                                                |             |              |
| 6.  | 181,050 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Night Work                          | \$ 0.39     | \$70,609.50  |
|     |         |     | Zero dollars and thirty nine cents<br>PER SF                                                               |             |              |
| 7.  | 364,000 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Weekend, Daytime Work Hours                   | \$0.44      | \$160,160.00 |
|     |         |     | Zero dollars and forty four cents<br>PER SF                                                                |             |              |
| 8.  | 1,829   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Regular Work Hours | \$130.00    | \$237,770.00 |
|     |         |     | One hundred thirty dollars and zero cents<br>PER TON                                                       |             |              |
| 9.  | 2,309   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Night Work         | \$138.00    | \$318,642.00 |
|     |         |     | One hundred thirty eight dollars and zero cents<br>PER TON                                                 |             |              |
| 10. | 4,641   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Weekend, Daytime Work Hours  | \$141.00    | \$654,381.00 |
|     |         |     | One hundred forty one dollars and zero cents<br>PER TON                                                    |             |              |
| 11. | 614     | TON | AC Leveling Course (Cypress Brown Book Section 302)                                                        | \$ 112.00   | \$ 68,768.00 |
|     |         |     | ONE HUNDRED TWELVE DOLLARS & NO CENTS<br>PER TON                                                           |             |              |
| 12. | 614     | TON | Remove and Replace 4' AC (Cypress Brown Book Section 302)                                                  | \$ 148.00   | \$ 90,872.00 |
|     |         |     | ONE HUNDRED FORTY EIGHT DOLLARS & NO CENTS<br>PER TON                                                      |             |              |
| 13. | 40      | EA  | Adjust Manhole to Grade (Cypress Brown Book Section 302-5.8)                                               | \$ 1,175.00 | \$ 47,000.00 |
|     |         |     | ONE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS & NO CENTS<br>PER EA                                         |             |              |
| 14. | 5       | EA  | Adjust OCSD Manhole to Grade (Cypress Brown Book Section 302-5.8)                                          | \$ 2,750.00 | \$ 13,750.00 |
|     |         |     | TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS & NO CENTS<br>PER EA                                              |             |              |

|     |     |    |                                                                                                                                                  |             |              |
|-----|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 15. | 157 | EA | Traffic Loops (Type E) (2022 Caltrans Standard Specifications Section 87-1.03V)<br>FOUR HUNDRED DOLLARS & NO CENTS<br>PER EA                     | \$ 400.00   | \$ 62,800.00 |
| 16. | 22  | EA | Traffic Loops (Type E MOD) (2022 Caltrans Standard Specifications Section 87-1.03V)– Bicycle<br>FOUR HUNDRED THIRTY DOLLARS & NO CENTS<br>PER EA | \$ 430.00   | \$ 9,460.00  |
| 17. | 1   | LS | Thermoplastic Striping, Markers, and Curb Paint (Cypress Brown Book Section 310)<br>SIXTY thousand dollars and zero cents<br>PER LS              | \$60,000.00 | \$60,000.00  |

TOTAL AMOUNT OF BASE BID: \$ 2,115,100.50

TOTAL AMOUNT OF BID IN WORDS: Two million one hundred fifteen thousand one hundred dollars and fifty cents  
Dollars  
(Please Print Total Amount of Bid in WORDS)

**NOTE:**

Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

**DAY WORK:** Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

**NIGHT WORK:** Any night work specified for this project shall be performed during the hours of 8:00 PM to 5:00 AM.

**WEEKEND WORK:** Any weekend work specified for this project shall be performed during the hours of 8:30 a.m. to 4:00 p.m., Saturday and Sunday and in coordination with the Project Manager. Cold Milling of existing paving shall be re-paved within 32 hours.

**CONTRACT TIME:** It is understood and agreed that the time limit for the completion of the above work shall be within FORTY (40) 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:** Interested firms must register on [CIPList.com](http://CIPList.com) to receive information regarding this Bid Documents and any 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 350  
SCHEDULE OF WORK ITEMS**

**ARTERIAL REHABILITATION, PROJECT 350**

Date: Wednesday, August 30, 2023, at 11:00 A.M.

Contractor: All American Asphalt  
 Address: PO Box 2229, Corona, CA 92878  
 Contact: Edward J. Carlson, Vice President Contractor's License No.: 267073  
 Phone: 951-736-7600 DIR Number: 1000001051

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **Arterial Rehabilitation, Project 350**, 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 of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

**BASE BID – Walker St. (Katella Ave. to Ball Rd., Lincoln Ave. to Crescent Ave.) and  
Moody St. (Lincoln Ave. to North City Limit.) – Grind and Overlay**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                                                                                             | Unit Price  | Total      |
|-----|----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| 1.  | 1        | LS   | Mobilization (Cypress Brown Book Section 9-3.4)<br><i>Seventy Six Thousand dollars</i><br>(Not to exceed 5% of total bid amount excepting Item 1) PER LS | \$ 76,000.  | \$ 76,000  |
| 2.  | 1        | LS   | Traffic Control (Cypress Brown Section 7-10)<br>(Includes Traffic Control Plan)<br><i>One Hundred Fifty Eight Thousand Five Hundred dollars</i> PER LS   | \$ 158,500. | \$ 158,500 |
| 3.  | 1        | LS   | Preservation of Survey Monuments and Centerline Ties<br>(Cypress Brown Book Section 2-9.1)<br><i>Twenty Four Thousand dollars</i> PER LS                 | \$ 24,000.  | \$ 24,000  |
| 4.  | 14       | EA   | Changeable Message Signs (Cypress Brown Section 7-10)<br><i>Three Thousand Three Hundred Fifty dollars</i> PER EA                                        | \$ 3,350.   | \$ 46,900. |

|     |         |     |                                                                                                                                                           |           |             |
|-----|---------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|
| 5.  | 143,400 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Regular Work Hours<br><i>only Forty Three Cents</i><br>PER SF                      | \$ 0.43   | \$ 61,662.  |
| 6.  | 181,050 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Night Work<br><i>only Forty Four Cents</i><br>PER SF                               | \$ 0.44   | \$ 79,662.  |
| 7.  | 364,000 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Weekend, Daytime Work Hours<br><i>only Forty Seven Cents</i><br>PER SF                       | \$ 0.47   | \$ 171,080. |
| 8.  | 1,829   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Regular Work Hours<br><i>one Hundred Forty dollars</i><br>PER TON | \$ 140.   | \$ 256,060. |
| 9.  | 2,309   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Night Work<br><i>one Hundred Thirty Six dollars</i><br>PER TON    | \$ 136.   | \$ 314,024. |
| 10. | 4,641   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Weekend, Daytime Work Hours<br><i>one Hundred Fifty dollars</i><br>PER TON  | \$ 150.   | \$ 696,150. |
| 11. | 614     | TON | AC Leveling Course (Cypress Brown Book Section 302)<br><i>one Hundred Seventy Five dollars</i><br>PER TON                                                 | \$ 175.   | \$ 107,450  |
| 12. | 614     | TON | Remove and Replace 4" AC (Cypress Brown Book Section 302)<br><i>Three Hundred and Three dollars</i><br>PER TON                                            | \$ 303.   | \$ 186,042. |
| 13. | 40      | EA  | Adjust Manhole to Grade (Cypress Brown Book Section 302-5.8)<br><i>one Thousand Four Hundred dollars</i><br>PER EA                                        | \$ 1,400. | \$ 56,000   |
| 14. | 5       | EA  | Adjust OCSD Manhole to Grade (Cypress Brown Book Section 302-5.8)<br><i>one Thousand Four Hundred dollars</i><br>PER EA                                   | \$ 1,400. | \$ 7,000.   |

|     |     |    |                                                                                              |           |            |
|-----|-----|----|----------------------------------------------------------------------------------------------|-----------|------------|
| 15. | 157 | EA | Traffic Loops (Type E) (2022 Caltrans Standard Specifications Section 87-1.03V)              |           |            |
|     |     |    | <i>Four Hundred Seventeen dollars</i><br>PER EA                                              | \$ 417.   | \$ 65,469. |
| 16. | 22  | EA | Traffic Loops (Type E MOD) (2022 Caltrans Standard Specifications Section 87-1.03V)– Bicycle |           |            |
|     |     |    | <i>Four Hundred Thirty two dollars</i><br>PER EA                                             | \$ 432.   | \$ 9,504.  |
| 17. | 1   | LS | Thermoplastic Striping, Markers, and Curb Paint (Cypress Brown Book Section 310)             |           |            |
|     |     |    | <i>Sixty Two Thousand dollars</i><br>PER LS                                                  | \$ 62,000 | \$ 62,000  |

TOTAL AMOUNT OF BASE BID: \$ 2,377,503.

TOTAL AMOUNT OF BID IN WORDS: Two Million Three Hundred Seventy Seven Thousand Five Hundred and Three Dollars  
(Please Print Total Amount of Bid in WORDS)

**NOTE:**

Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

**No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.**

**DAY WORK:** Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

**NIGHT WORK:** Any night work specified for this project shall be performed during the hours of 8:00 PM to 5:00 AM.

**WEEKEND WORK:** Any weekend work specified for this project shall be performed during the hours of 8:30 a.m. to 4:00 p.m., Saturday and Sunday and in coordination with the Project Manager. Cold Milling of existing paving shall be re-paved within 32 hours.

**CONTRACT TIME:** It is understood and agreed that the time limit for the completion of the above work shall be **within FORTY (40)** 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:** Interested firms must register on [CIPLIST.com](http://CIPLIST.com) to receive information regarding this Bid Documents and any 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 350**  
**SCHEDULE OF WORK ITEMS**

**ARTERIAL REHABILITATION, PROJECT 350**

Date: Wednesday, August 30, 2023, at 11:00 A.M.

Contractor: PALP, INC DBA EXCEL PAVING  
2230 LEMON AVE  
Address: LONG BEACH, CA 90806  
David A. Drukker  
Contact: Vice President Contractor's License No.: STATE LIC# 688659  
A, C12, C31  
Phone: 562) 599-5841 DIR Number: DIR# 1000003331

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **Arterial Rehabilitation, Project 350**, 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 of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

**BASE BID – Walker St. (Katella Ave. to Ball Rd., Lincoln Ave. to Crescent Ave.) and**  
**Moody St. (Lincoln Ave. to North City Limit.) – Grind and Overlay**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                                                                                                     | Unit Price      | Total           |
|-----|----------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|
| 1.  | 1        | LS   | Mobilization (Cypress Brown Book Section 9-3.4)<br><u>Ninety Eight Thousand dollars 00/100</u><br>(Not to exceed 5% of total bid amount excepting item 1) PER LS | <u>\$98000</u>  | <u>\$98000</u>  |
| 2.  | 1        | LS   | Traffic Control (Cypress Brown Section 7-10)<br>(Includes Traffic Control Plan)<br><u>Three Hundred Twenty Eight Thousand dollars 00/100</u> PER LS              | <u>\$328000</u> | <u>\$328000</u> |
| 3.  | 1        | LS   | Preservation of Survey Monuments and Centerline Ties<br>(Cypress Brown Book Section 2-9.1)<br><u>Twenty Two Thousand dollars 00/100</u> PER LS                   | <u>\$22000</u>  | <u>\$22000</u>  |
| 4.  | 14       | EA   | Changeable Message Signs (Cypress Brown Section 7-10)<br><u>Two thousand three hundred dollars 00/100</u> PER EA                                                 | <u>\$2300</u>   | <u>\$32200</u>  |

|     |         |     |                                                                                                                                                                            |                  |                    |
|-----|---------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|
| 5.  | 143,400 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Regular Work Hours<br><i>Thirty Four cents</i><br>PER SF                                            | \$ <i>0.34</i>   | \$ <i>48756.-</i>  |
| 6.  | 181,050 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Night Work<br><i>Thirty Four cents</i><br>PER SF                                                    | \$ <i>0.34</i>   | \$ <i>61557.-</i>  |
| 7.  | 364,000 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Weekend, Daytime Work Hours<br><i>Thirty Six Cents</i><br>PER SF                                              | \$ <i>0.38</i>   | \$ <i>138320.-</i> |
| 8.  | 1,829   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Regular Work Hours<br><i>One Hundred Forty dollars</i><br><i>00/100</i> PER TON    | \$ <i>140.-</i>  | \$ <i>256060.-</i> |
| 9.  | 2,309   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Night Work<br><i>One Hundred Forty two dollars</i><br><i>00/100</i> PER TON        | \$ <i>142.-</i>  | \$ <i>327978.-</i> |
| 10. | 4,641   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Weekend, Daytime Work Hours<br><i>One Hundred Fifty two dollars</i><br><i>00/100</i> PER TON | \$ <i>152.-</i>  | \$ <i>705432.-</i> |
| 11. | 614     | TON | AC Leveling Course (Cypress Brown Book Section 302)<br><i>One Hundred Seventy Five dollars</i><br><i>00/100</i> PER TON                                                    | \$ <i>175.-</i>  | \$ <i>107450.-</i> |
| 12. | 614     | TON | Remove and Replace 4" AC (Cypress Brown Book Section 302)<br><i>Two Hundred Fifty Four Dollars</i><br><i>00/100</i> PER TON                                                | \$ <i>258.-</i>  | \$ <i>158412.-</i> |
| 13. | 40      | EA  | Adjust Manhole to Grade (Cypress Brown Book Section 302-5.8)<br><i>One Thousand dollars</i> <i>00/100</i><br>PER EA                                                        | \$ <i>1000.-</i> | \$ <i>40000.-</i>  |
| 14. | 5       | EA  | Adjust OCSD Manhole to Grade (Cypress Brown Book Section 302-5.8)<br><i>Four Thousand dollars</i> <i>00/100</i><br>PER EA                                                  | \$ <i>4000.-</i> | \$ <i>20000.-</i>  |

|     |     |    |                                                                                                                                              |            |            |
|-----|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 15. | 157 | EA | Traffic Loops (Type E) (2022 Caltrans Standard Specifications Section 87-1.03V)<br><i>Three Hundred Seventy dollars 00/100</i><br>PER EA     | \$ 370.-   | \$ 58090.- |
| 16. | 22  | EA | Traffic Loops (Type E MOD) (2022 Caltrans Standard Specifications Section 87-1.03V)– Bicycle<br><i>Four Hundred Dollars 00/100</i><br>PER EA | \$ 400.-   | \$ 8800.-  |
| 17. | 1   | LS | Thermoplastic Striping, Markers, and Curb Paint (Cypress Brown Book Section 310)<br><i>Sixty Eight Thousand dollars 00/100</i><br>PER LS     | \$ 68000.- | \$ 68000.- |

TOTAL AMOUNT OF BASE BID: \$ 2,478,955.-

TOTAL AMOUNT OF BID IN WORDS: Two Million, Four Hundred Seventy Eight thousand, nine Hundred Fifty Five Dollars 00/100 Dollars  
(Please Print Total Amount of Bid in WORDS)

**NOTE:**

Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

**No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.**

**DAY WORK:** Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

**NIGHT WORK:** Any night work specified for this project shall be performed during the hours of 8:00 PM to 5:00 AM.

**WEEKEND WORK:** Any weekend work specified for this project shall be performed during the hours of 8:30 a.m. to 4:00 p.m., Saturday and Sunday and in coordination with the Project Manager. Cold Milling of existing paving shall be re-paved within 32 hours.

**CONTRACT TIME:** It is understood and agreed that the time limit for the completion of the above work shall be **within FORTY (40)** 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:** Interested firms must register on [CIPList.com](http://CIPList.com) to receive information regarding this Bid Documents and any 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 350**  
**SCHEDULE OF WORK ITEMS**

**ARTERIAL REHABILITATION, PROJECT 350**

Date: Wednesday, August 30, 2023, at 11:00 A.M.

Contractor: Hardy & Harper, Inc.  
Address: 32 Rancho Circle, Lake Forest, CA 92630  
Contact: Michael Murray Contractor's License No.: 215952  
Phone: 714-444-1851 DIR Number: 1000000076

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **Arterial Rehabilitation, Project 350**, 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 of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

**BASE BID – Walker St. (Katella Ave. to Ball Rd., Lincoln Ave. to Crescent Ave.) and  
Moody St. (Lincoln Ave. to North City Limit.) – Grind and Overlay**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                               | Unit Price | Total      |
|-----|----------|------|--------------------------------------------------------------------------------------------|------------|------------|
| 1.  | 1        | LS   | Mobilization (Cypress Brown Book Section 9-3.4)                                            |            |            |
|     |          |      |                                                                                            |            |            |
|     |          |      | (Not to exceed 5% of total bid amount excepting Item 1) PER LS                             | \$ 70,205  | \$ 70,205  |
| 2.  | 1        | LS   | Traffic Control (Cypress Brown Section 7-10)<br>(Includes Traffic Control Plan)            |            |            |
|     |          |      |                                                                                            | \$ 214,000 | \$ 214,000 |
|     |          |      | PER LS                                                                                     |            |            |
| 3.  | 1        | LS   | Preservation of Survey Monuments and Centerline Ties<br>(Cypress Brown Book Section 2-9.1) |            |            |
|     |          |      |                                                                                            | \$ 22,700  | \$ 22,700  |
|     |          |      | PER LS                                                                                     |            |            |
| 4.  | 14       | EA   | Changeable Message Signs (Cypress Brown Section 7-10)                                      |            |            |
|     |          |      |                                                                                            | \$ 2,500   | \$ 35,000  |
|     |          |      | PER EA                                                                                     |            |            |

|     |         |     |                                                                                                            |                   |                       |
|-----|---------|-----|------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| 5.  | 143,400 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Regular Work Hours                  | \$ .41            | \$ 58,794             |
|     |         |     | PER SF                                                                                                     |                   |                       |
| 6.  | 181,050 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Week Day, Night Work                          | \$ .44            | \$ 79,662             |
|     |         |     | PER SF                                                                                                     |                   |                       |
| 7.  | 364,000 | SF  | Full-Width Cold Milling (2") (Cypress Brown Section 302-1) – Weekend, Daytime Work Hours                   | \$ .47            | \$ 171,080            |
|     |         |     | PER SF                                                                                                     |                   |                       |
| 8.  | 1,829   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Regular Work Hours | \$ 140-           | \$ 256,060            |
|     |         |     | PER TON                                                                                                    |                   |                       |
| 9.  | 2,309   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Week Day, Night Work         | \$ 168-           | \$ 387,912            |
|     |         |     | PER TON                                                                                                    |                   | <del>779,688</del> mm |
| 10. | 4,641   | TON | ARHM Overlay (ARHM-GG-C) (2") (Cypress Brown Book Section 203-11 and 302-5) – Weekend, Daytime Work Hours  | \$ 168-           | \$ 779,688            |
|     |         |     | PER TON                                                                                                    |                   |                       |
| 11. | 614     | TON | AC Leveling Course (Cypress Brown Book Section 302)                                                        | \$ 334-           | \$ 205,076            |
|     |         |     | PER TON                                                                                                    | <del>614</del> mm |                       |
| 12. | 614     | TON | Remove and Replace 4" AC (Cypress Brown Book Section 302)                                                  | \$ 412-           | \$ 252,968            |
|     |         |     | PER TON                                                                                                    |                   |                       |
| 13. | 40      | EA  | Adjust Manhole to Grade (Cypress Brown Book Section 302-5.8)                                               | \$ 1,120-         | \$ 44,800             |
|     |         |     | PER EA                                                                                                     |                   |                       |
| 14. | 5       | EA  | Adjust OCSD Manhole to Grade (Cypress Brown Book Section 302-5.8)                                          | \$ 2,960-         | \$ 14,800             |
|     |         |     | PER EA                                                                                                     |                   |                       |

|     |     |    |                                                                                              |        |        |
|-----|-----|----|----------------------------------------------------------------------------------------------|--------|--------|
| 15. | 157 | EA | Traffic Loops (Type E) (2022 Caltrans Standard Specifications Section 87-1.03V)              | \$     | \$     |
|     |     |    | PER EA                                                                                       | 395-   | 62,015 |
| 16. | 22  | EA | Traffic Loops (Type E MOD) (2022 Caltrans Standard Specifications Section 87-1.03V)– Bicycle | \$     | \$     |
|     |     |    | PER EA                                                                                       | 420-   | 9,240  |
| 17. | 1   | LS | Thermoplastic Striping, Markers, and Curb Paint (Cypress Brown Book Section 310)             | \$     | \$     |
|     |     |    | PER LS                                                                                       | 59,000 | 59,000 |

TOTAL AMOUNT OF BASE BID: \$ 2,723,000.00

TOTAL AMOUNT OF BID IN WORDS: TWO MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND AND NO CENTS Dollars  
(Please Print Total Amount of Bid in WORDS)

**NOTE:**

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No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

**DAY WORK:** Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

**NIGHT WORK:** Any night work specified for this project shall be performed during the hours of 8:00 PM to 5:00 AM.

**WEEKEND WORK:** Any weekend work specified for this project shall be performed during the hours of 8:30 a.m. to 4:00 p.m., Saturday and Sunday and in coordination with the Project Manager. Cold Milling of existing paving shall be re-paved within 32 hours.

**CONTRACT TIME:** It is understood and agreed that the time limit for the completion of the above work shall be **within FORTY (40)** 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:** Interested firms must register on [CIPList.com](http://CIPList.com) to receive information regarding this Bid Documents and any 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.



September 12, 2023

Baruc Bravo  
Associate Engineer  
City of Cypress  
Public Works Engineering  
5275 Orange Avenue  
Cypress, CA 90630

**SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES FOR THE ARTERIAL REHABILITATION, PROJECT 350**

Dear Mr. Bravo,

Ardurra Group, Inc. is pleased to present our proposal to the City of Cypress to provide professional full-time construction inspection and materials testing services for the Arterial Rehabilitation, Project 350 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

The scope of services includes full-time inspection services, project controls to assist our inspector in the field, and material testing. 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 the 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 adjustments as needed.
- Identify items requiring corrective action by either the contractor or the City. Monitor and document timely corrective actions implemented by the contractor.
- Develop punch list items and monitor corrections made.

**ATTACHMENT "B"**  
**Schedule of Compensation**

**City of Cypress**  
**Construction Inspection & Material Testing for Arterial Rehabilitation, Project 350**  
**40-Working Day Construction Duration**

| Role / Name                                    | Total Hours | Hourly Rate | Extended Fee         |
|------------------------------------------------|-------------|-------------|----------------------|
| PE Licensed Inspector (Daytime) <sup>1</sup>   | 72.00       | \$ 170.00   | \$ 12,240.00         |
| PE Licensed Inspector (Nighttime) <sup>1</sup> | 80.00       | \$ 170.00   | \$ 13,600.00         |
| PE Licensed Inspector (Weekend) <sup>12</sup>  | 176.00      | \$ 238.00   | \$ 41,888.00         |
| Public Works Inspector - As needed             | -           | \$ 152.00   | -                    |
| Project Controls Engineer                      | 90.00       | \$ 145.00   | \$ 13,050.00         |
| Submittal Review Allowance - As needed         |             |             | \$ 5,000.00          |
| Material Testing Allowance - As needed         | -           | -           | \$ 50,000.00         |
| <b>Total Estimated Fee</b>                     |             |             | <b>\$ 135,778.00</b> |

**Note:** No overtime work is assumed or included.

1. Should any weekday or Saturday overtime inspection be required, it is charged at 1.4 times the rate shown.
2. For Sundays and holidays inspection billing, rates are 1.80 times the above rate, upon the City's prior written approval.



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

7.

**FROM:** Douglas Dancs, Director of Public Works

**DATE:** 09/25/2023

**SUBJECT:** Award Contracts for Veterans Park & Cedar Glen Park Parking Lot Resurfacing, Project 363

---

#### **RECOMMENDATION**

1. Approve Plans and Specifications for the Veterans Park & Cedar Glen Park Parking Lot Resurfacing, Project 363; and
2. Award a contract to Prestige Paving Company, Corona, CA, for \$67,175.52, and authorize a contingency of \$10,080; and
3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$20,095, and authorize a contingency of \$3,020.

#### **DISCUSSION**

The annual Capital Improvement Program includes a project to resurface parking lots at Recreation facilities. The Senior Center was originally scheduled for resurfacing in FY 2023-24, however, due to ongoing construction at the Senior Center, Public Works will move the resurfacing of Veterans Park and Cedar Glen Park up one year. The Senior Center parking lot resurfacing will be postponed until the completion of the other construction projects at that location.

Public Works previously resurfaced the Veterans Park and Cedar Glen Park parking lots in 2018 and 2019, respectively. The project includes parking lot seal coat and asphalt overlay, removal and replacement of failed asphalt pavement, striping, and markers. Construction is anticipated to start in October and will last approximately four weeks. Public Works is coordinating the work schedule with both Recreation and Community Services and the Boys and Girls Club to minimize disruptions.

On September 14, the City received two bid proposals for the project with Prestige Paving Company as the low bidder. Ardurra Group, Inc., the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

**BUDGET IMPACT**

Estimated construction and construction management costs are \$100,370.52 and sufficient amounts are budgeted in the Recreation and Park District's General Fund.

**LEGAL REVIEW**

None required.

**APPROVED BY:**

Peter Grant, City Manager

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**Attachments**

Project Award Information

Task Order

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## Project Award Information Checklist

**Description of Project:**

This project will repair areas of failed asphalt, seal cracks, resurface and restripe the existing parking lot, remove and replace existing wheel stops, and other incidental items of work.

**Contract Working Days:** 25 working days

**Orange County Register  
Publication Date:** August 31, 2023

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

**Bid Opening Date:** September 14, 2023

**No. of Bid Packets Purchased:** 16

| Bidders                                | Base Bid    |
|----------------------------------------|-------------|
| 1. Prestige Paving Company, Corona, CA | \$67,175.52 |
| 2. Century Paving Inc., La Mirada, CA  | \$78,996.00 |

**Apparent Low Bidder:** Prestige Paving Company, Corona, CA – \$67,175.52

**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:** \$ 20,095

**PROPOSAL BID SHEET**  
**PROJECT 363**  
**VETERANS PARK & CEDAR GLEN PARK PARKING LOT RESURFACING**

Date: Thursday, September 14, 2023, at 2:00 P.M

Company Name: Prestige Striping Services Inc. dba Prestige Paving Company

Address: 1054 Railroad St. Corona CA 92882

Telephone: 951-270-2999

Email: griffin@prestigecompany.net

Contractor's License No. and Class: 927632 A, B, C-8, C-12, C-32

Contractor's DIR Public Works Registration No: 1000015267

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 363, 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 – VETERANS PARK PARKING LOT – SEAL COAT:**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)   | Unit Price | Total    |
|-----|----------|------|----------------------------------------------------------------|------------|----------|
| 1.  | 1        | LS   | Mobilization (Section 9-3.4)                                   | \$ 1,051   | \$ 1,051 |
|     |          |      | <u>One Thousand fifty one dollars</u>                          |            |          |
|     |          |      | (Not to exceed 5% of total bid amount excepting Item 1) PER LS |            |          |
| 2.  | 14,600   | SF   | Parking Lot Seal Coat (2-coats)                                | \$ .45     | \$ 6,570 |
|     |          |      | <u>Forty Five Cents</u>                                        |            |          |
|     |          |      | PER SF                                                         |            |          |
| 3.  | 15       | TON  | Remove and Replace 2" AC (Section 302)                         | \$ 570     | \$ 8,550 |
|     |          |      | <u>Five Hundred Seventy Dollars</u>                            |            |          |
|     |          |      | PER TON                                                        |            |          |
| 4.  | 1        | LS   | Striping, Markings and Markers (2-coats)                       | \$ 2,675   | \$ 2,675 |
|     |          |      | <u>Two Thousand Six Hundred Seventy Five</u>                   |            |          |
|     |          |      | PER LS                                                         |            |          |

**TOTAL AMOUNT OF BASE BID 1: \$** 18,846

**TOTAL AMOUNT OF BID 1 IN WORDS:** Eighteen Thousand Eight Hundred

Forty Six

Dollars

(Please Print Total Amount of Bid in WORDS)

**BASE BID 2 – CEDAR GLEN PARK PARKING LOT – OVERLAY:**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                                                                                                                     | Unit Price | Total        |
|-----|----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 5.  | 186      | TON  | Remove and Replace 2" AC (Section 302)<br><i>Two Hundred Thirty Seven Dollars Thirty Four Cents</i><br>PER TON                                                                   | \$ 237.34  | \$ 44,145.24 |
| 6.  | 1        | LS   | Striping, Markings and Markers (2-coats)<br><i>Two Thousand Six Hundred Twenty Four</i><br>PER LS                                                                                | \$ 2,624   | \$ 2,624     |
| 7.  | 27       | EA   | Furnish and Install New Wheel Stop. Dispose Non-salvaged Wheel Stops (Special Provisions and Manufacturer Specifications)<br><i>Forty Four dollars and Sixty Cents</i><br>PER SF | \$ 44.60   | \$ 1,204.20  |
| 8.  | 12       | EA   | Reinstall Existing Wheel Stop (Special Provisions)<br><i>Nineteen dollars and Nine Cents</i><br>PER EA                                                                           | \$ 19.09   | \$ 229.08    |
| 9.  | 1        | EA   | Reinstall Existing Bike Rack (Special Provisions)<br><i>One Hundred Twenty Seven dollars</i><br>PER EA                                                                           | \$ 127     | \$ 127       |

**TOTAL AMOUNT OF BASE BID 2: \$** 48,329.52

**TOTAL AMOUNT OF BID 2 IN WORDS:** Forty Eight Thousand Three Hundred Twenty Nine dollar and Fifty Two cents Dollars  
(Please Print Total Amount of Bid in WORDS)

|                                             |                     |
|---------------------------------------------|---------------------|
| Total BASE BID 1 PRICE:                     | \$ 18,846           |
| Total BASE BID 2 PRICE:                     | \$ 48,329.52        |
| <b>Total BASE BID 1 + BASE BID 2 PRICE:</b> | <b>\$ 67,175.52</b> |

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.

**PROPOSAL BID SHEET**  
**PROJECT 363**  
**VETERANS PARK & CEDAR GLEN PARK PARKING LOT RESURFACING**

Date: Thursday, September 14, 2023, at 2:00 P.M

Company Name: Century Paving Inc.

Address: 14630 Firestone Blvd. La Mirada, CA 90638

Telephone: 714-522-2910

Email: kyle@paveit.com

Contractor's License No. and Class: #311456 C12-A-C32

Contractor's DIR Public Works Registration No: 1000002297

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 363, 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 – VETERANS PARK PARKING LOT – SEAL COAT:**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)   | Unit Price  | Total        |
|-----|----------|------|----------------------------------------------------------------|-------------|--------------|
| 1.  | 1        | LS   | Mobilization (Section 9-3.4)                                   | \$ 1,000.00 | \$ 1,000.00  |
|     |          |      | One Thousand dollars                                           |             |              |
|     |          |      | (Not to exceed 5% of total bid amount excepting Item 1) PER LS |             |              |
| 2.  | 14,600   | SF   | Parking Lot Seal Coat (2-coats)                                | \$ 0.39     | \$ 5,694.00  |
|     |          |      | Thirty Nine cents                                              |             |              |
|     |          |      | PER SF                                                         |             |              |
| 3.  | 15       | TON  | Remove and Replace 2" AC (Section 302)                         | \$698.00    | \$ 10,470.00 |
|     |          |      | Six Hundred Ninety Eight Dollars                               |             |              |
|     |          |      | PER TON                                                        |             |              |
| 4.  | 1        | LS   | Striping, Markings and Markers (2-coats)                       | \$1,500.00  | \$ 1,500.00  |
|     |          |      | One Thousand Five Hundred dollars                              |             |              |
|     |          |      | PER LS                                                         |             |              |

**TOTAL AMOUNT OF BASE BID 1: \$** 18,664.00

**TOTAL AMOUNT OF BID 1 IN WORDS:** \_\_\_\_\_

Eighteen Thousand Six Hundred Sixty Four Dollars

(Please Print Total Amount of Bid in WORDS)

**BASE BID 2 – CEDAR GLEN PARK PARKING LOT – OVERLAY:**

| No. | Quantity | Unit | Items of Work<br>(Please Print Unit Prices Written in Words)                                                              | Unit Price  | Total        |
|-----|----------|------|---------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 5.  | 186      | TON  | Remove and Replace 2" AC (Section 302)                                                                                    | \$ 287.00   | \$ 53,382.00 |
|     |          |      | Two Hundred Eighty Seven Dollars                                                                                          |             |              |
|     |          |      | PER TON                                                                                                                   |             |              |
| 6.  | 1        | LS   | Striping, Markings and Markers (2-coats)                                                                                  | \$ 3,850.00 | \$ 3,850.00  |
|     |          |      | Three Thousand Eight Hundred Fifty Dollars                                                                                |             |              |
|     |          |      | PER LS                                                                                                                    |             |              |
| 7.  | 27       | EA   | Furnish and Install New Wheel Stop. Dispose Non-salvaged Wheel Stops (Special Provisions and Manufacturer Specifications) | \$ 60.00    | \$ 1,620.00  |
|     |          |      | Sixty Dollars                                                                                                             |             |              |
|     |          |      | PER SF                                                                                                                    |             |              |
|     |          |      |                                                                                                                           |             |              |
| 8.  | 12       | EA   | Reinstall Existing Wheel Stop (Special Provisions)                                                                        | \$ 40.00    | \$ 480.00    |
|     |          |      | Forty Dollars                                                                                                             |             |              |
|     |          |      | PER EA                                                                                                                    |             |              |
|     |          |      |                                                                                                                           |             |              |
| 9.  | 1        | EA   | Reinstall Existing Bike Rack (Special Provisions)                                                                         | \$ 1,000.00 | \$ 1,000.00  |
|     |          |      | One Thousand dollars                                                                                                      |             |              |
|     |          |      | PER EA                                                                                                                    |             |              |
|     |          |      |                                                                                                                           |             |              |

**TOTAL AMOUNT OF BASE BID 2: \$ 60,332.00**

**TOTAL AMOUNT OF BID 2 IN WORDS:**

Sixty Thousand Three Hundred Thirty Two

Dollars

(Please Print Total Amount of Bid in WORDS)

|                                             |                     |
|---------------------------------------------|---------------------|
| Total BASE BID 1 PRICE:                     | \$ 18,664.00        |
| Total BASE BID 2 PRICE:                     | \$ 60,332.00        |
| <b>Total BASE BID 1 + BASE BID 2 PRICE:</b> | <b>\$ 78,996.00</b> |

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.



September 12, 2023

Kevin Chin  
Associate Engineer  
City of Cypress  
Public Works Engineering  
5275 Orange Avenue  
Cypress, CA 90630

**SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE VETERANS PARK & CEDAR GLEN PARK PARKING LOT RESURFACING PROJECT 363**

Dear Mr. Chin,

Ardurra Group, Inc. is pleased to present our proposal to the City of Cypress to provide professional part-time construction inspection services for the parking lot resurfacing project at Veterans Park & Cedar Glen Park 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

The scope of services includes part-time inspection services, 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. Part-time inspection and (4) days full-time inspection 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 the 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 adjustments as needed.
- Identify items requiring corrective action by either the contractor or the City. Monitor and document timely corrective actions implemented by the contractor.
- Develop punch list items and monitor corrections made.

**Attachment "B"**  
**Schedule of Compensation**

**City of Cypress**  
**Construction Inspection for Veterans Park and Cedar Glen Park Parking Lot Resurfacing, Project 363**  
**15 Working Day Construction Duration**

| Role / Name                            |                |                | Extended<br>Fee     |
|----------------------------------------|----------------|----------------|---------------------|
|                                        | Total<br>Hours | Hourly<br>Rate |                     |
| PE Licensed Inspector (Full-time)      | 32.00          | \$ 170.00      | \$ 5,440.00         |
| PE Licensed Inspector (Part-time)      | 44.00          | \$ 170.00      | \$ 7,480.00         |
| Public Works Inspector - As needed     | -              | \$ 152.00      | -                   |
| Project Controls Engineer - As needed  | 15.00          | \$ 145.00      | \$ 2,175.00         |
| Submittal Review Allowance - As needed |                |                | \$ 5,000.00         |
| <b>Total Estimated Fee</b>             |                |                | <b>\$ 20,095.00</b> |

**Exclusions to Scope and Fee:** The following items are specifically excluded:

- Nighttime / weekend inspection
- Geotechnical and Material testing



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

8.

**FROM:** Douglas Dancs, Director of Public Works

**DATE:** 09/25/2023

**SUBJECT:** Award Contracts for the Purchase of Arnold Cypress Park Amenities

---

#### **RECOMMENDATION**

1. Award a contract to Musco Sports Lighting for \$645,581, for the purchase of sports field lighting; and
2. Award a contract to AstroTurf for \$1,261,882, for the purchase of synthetic turf field materials.

#### **DISCUSSION**

The City Council approved the Arnold Cypress Park plans and specifications in July. Directly purchasing select park amenities, rather than purchasing through the project contractor, will reduce park construction costs by approximately \$200,000. The amenities include the synthetic turf materials for three softball fields and sports lighting.

Local governments use cooperative government purchasing programs to directly purchase items and receive discounted pricing unavailable to the contractors hired to build a CIP project. When contractors purchase amenities, they generally pay retail prices and mark-up the cost by 10%-20%. The City will utilize California Multiple Award Schedules (CMAS) to purchase the synthetic turf field materials, and Sourcewell to purchase the sports lighting equipment. Once a general contractor is selected, they will be responsible for coordinating the final delivery and installation of these items.

Both CMAS and Sourcewell provide the City the same terms and competitively bid prices offered to other government agencies. Municipal Code Section 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective method of procurement by receiving volume type pricing.

Public Works will not issue the purchase orders/contracts until and unless the City Council awards the Arnold Cypress Park construction contract, which is expected in November. Should the City Council choose not to proceed with park construction, the City will have no obligation to complete the amenity purchases, nor will the City be subject to any financial

penalties. Approving the amenity purchases ahead of awarding the construction contract helps keep the project on schedule and provides a transparent purchasing plan for amenities to contractors interested in bidding on the project.

**BUDGET IMPACT**

The cost of the park amenities is \$1,907,463 and the \$27.5 million construction budget in the Recreation and Park District's General Fund includes sufficient amounts for these purchases. It is estimated direct procurement of the amenities will save up to \$200,000 when compared to purchasing through the contractor awarded the contract for construction.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

Cost Proposals

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**COST PROPOSAL  
MUSCO SPORTS LIGHTING**

Date: August 15, 2023  
To: Nick Mangkalakiri  
City of Cypress

Project: Arnold Cypress Park  
Cypress, CA  
Ref: 208343

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

## Quotation Price – Materials Only Delivered to Job Site

### Musco Materials:

|                       |                                                           |
|-----------------------|-----------------------------------------------------------|
| (1) 225' LL Field:    | <b>\$165,098.00</b>                                       |
| (2) 200' LL Fields:   | <b>\$308,018.00</b>                                       |
| (1) Basketball court: | <b>\$ 24,213.00</b> (discount 60% for lower light level)  |
| (1) Basketball court: | <b>\$ 11,919.00</b> (discount 80% for smaller court size) |
| (8) Tennis courts:    | <b>\$ 89,900.00</b> (discount 15% for smaller court size) |

**Sub-Total:** **\$599,148.00**

**Estimated Taxes (7.75%):** **\$ 46,433.00**

**Total:** **\$645,581.00**

### Optional Adder: Payment/Performance Bond

**Adder Cost:** **\$4,358.00**

*Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.*

## Light-Structure System with Total Light Control – TLC for LED™ technology

### Guaranteed Lighting Performance

- Guaranteed light levels of:
  - 50 FC (2:1) infield/30 FC (2.5:1) outfield/30 FC (2:1) bullpens for (1) 60' basepath, 225' radius baseball field
  - 50 FC (2:1) infield/30 FC (2.5:1) outfield/30 FC (2:1) bullpens for (2) 60' basepath, 200' radius baseball field
  - 20 FC (3:1) for (1) 84' x 50' basketball court
  - 30 FC (3:1) for (1) 53' x 26' basketball court
  - 50 FC (2:1) for (8) 44' x 20' tennis courts
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

### System Description

- (20) Pre-cast concrete bases with integrated lightning grounding
- (20) Galvanized steel poles
  - (8) @ 60'
  - (2) @ 40'
  - (4) @ 70'
  - (6) @ 50'
- Factory wired and tested remote electrical component enclosures



- Pole length, factory assembled wire harnesses
- (20) Factory wired poletop luminaire assemblies, one per pole
- (94) Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed assemblies

### Environmental Light Control

- Spill light minimized at residential property lines to a maximum of 0.5 horizontal footcandles and 0.6 max/vertical footcandles
- Off-site glare light minimized at residential property lines to 6,000 candela

### Control Systems and Services

- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support, Includes:
  - (3) 24" x 72" Control and Monitoring Cabinets
  - (32) 30-amp contactors
  - (13) OOA switches

### Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

## Payment Terms

---

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Taylor Knoot

Fax: 800-374-6402

Email: musco.contracts@musco.com

**All purchase orders should note the following:**

**Sourcewell purchase – contract number: 041123-MSL**

## Delivery Timing

---

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Pre-shipment of bases is **not** included in the quoted price. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

## Notes

---

Quote is based on:

- Shipment of entire project together to one location, unloading materials and installation is by others.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2021 CBC, 95 mi/h, Exposure C.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Marchetti

Musco Sports Lighting, LLC

Phone: 949-754-0503 x6111

E-mail: mike.marchetti@musco.com



**COST PROPOSAL  
ASTROTURF SYNTHETIC TURF**

## CMAS Contract # 4-20-00-0130A



Date: 6/30/2023

AFE SPORTS (Asphalt Fabric and Engineering) and AstroTurf are pleased to submit the following proposal for approximately **130,000 square feet of AstroTurf Diamond Series** to be installed at **Arnold Cypress Sports Park**. This proposal has been provided in accordance with CMAS Contract 4-20-00-0130A which includes all taxes, bonding, insurance and freight. Our quote includes all labor, materials, tools and equipment necessary to install in-place the synthetic turf applications referenced (in accordance with our published product specifications) and described as follows:

|                                                  |                      |
|--------------------------------------------------|----------------------|
| <b>AstroTurf Diamond Series Softball:</b>        | <b>\$ 785,639.00</b> |
| <b>Installation of AstroTurf Diamond Series:</b> | <b>\$ 376,994.00</b> |
| <b>AstroTurf PGPN Batting Cage Turf:</b>         | <b>\$ 99,248.00</b>  |

***Grand Total: \$ 1,261,882.00***

***Add: Annual Grooming/Maintenance Package: \$ 12,000.00***

**\* One Annual visit for all 3 fields\***

### **Inclusions:**

- Samples, submittal information, and shop drawings as required
- Inlaid lines/markings for Softball
- AstroTurf Certified Installation
- Additional ERA inserts for High Wear areas
- An infill of Rubber, Silica Sand and Zeolite cooling infill at the manufacturer-approved weights and ratios for the selected AstroTurf® RootZone system that will achieve a minimum infill depth of 1.05" inches at the completion of the infill installation
- AstroTurf Manufacturers 8-Year Warranty (Materials and Installation)
- Maintenance Package includes 1 visit per field per year (includes sanitization)

**Exclusions :**

- Any work not directly stated above
- Our work commences directly on to the site contractor provided sub-base. On-going maintenance or repairs to the sub-base are the responsibility of the site contractor.
- Any Field Events or Equipment (Bases, Rubbers, Plates etc.)
- City or county permits
- Geotechnical testing / investigation of the site
- Any soil modifications (over excavation / stabilization, etc...). We are not in receipt of any geotechnical testing and cannot make any assumptions on the stability of the soils.
- Any relocation or removal of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, storm drainage, irrigation heads, lines, valve boxes, or wiring of same.
- Any additional irrigation, plumbing, landscape or fencing.
- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection, additional G-Max Testing and Warranty

We certainly do look forward to working with you.

Sincerely,

Doug Coulter  
Asphalt Fabric and Engineering  
AFE Sports

**Accepted By:**

City of Cypress

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Name

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Title



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

9.

**FROM:** Mark Lauderback, Chief of Police

**DATE:** 09/25/2023

**SUBJECT:** Accept Office of Traffic Safety DUI Traffic Enforcement Grant

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#### **RECOMMENDATION**

1. Accept the FY 2023-24 Office of Traffic Safety DUI/Traffic Enforcement grant; and
2. Appropriate \$90,000 in the General Fund Grants Fund; and
3. Increase estimated revenues by \$90,000 in the General Fund Grants Fund.

#### **DISCUSSION**

The State recently awarded the City an Office of Traffic Safety Selective Traffic Enforcement Program (STEP) grant for the fifth year in a row. The grant will reimburse up to \$90,000 for overtime, equipment and training costs related to STEP between October 1, 2023 and September 30, 2024.

STEP's goal is to reduce collisions involving alcohol, speed, and red light violations. In Cypress, the grant funds will increase DUI enforcement through checkpoints and saturation patrols as well as distracted driving, pedestrian and bicycle safety and traffic safety education.

#### **BUDGET IMPACT**

All grant-related costs up to \$90,000 will be reimbursed by the State's Office of Traffic Safety.

#### **LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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#### **Attachments**

Grant Agreement

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANT TITLE</b><br><b>Selective Traffic Enforcement Program (STEP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                    |
| <b>2. NAME OF AGENCY</b><br><b>Cypress Police Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>3. Grant Period</b><br>From: 10/01/2023<br>To: 09/30/2024                                                                                                                                                                                       |
| <b>4. AGENCY UNIT TO ADMINISTER GRANT</b><br><b>Cypress Police Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                    |
| <b>5. GRANT DESCRIPTION</b><br>Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                    |
| <b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$90,000.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                    |
| <b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* – OTS Grant Program Manual</li><li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li></ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p> |                                                                                                                                                                                                                                                    |
| <b>8. Approval Signatures</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                    |
| <b>A. GRANT DIRECTOR</b><br><br>NAME: Michael McBain<br>TITLE: Sergeant<br>EMAIL: mmcbain@cypressca.org<br>PHONE: (714) 229-6619<br>ADDRESS: 5275 Orange Avenue<br>Cypress, CA 90630<br><br><br>_____<br>(Signature) (Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>B. AUTHORIZING OFFICIAL</b><br><br>ADDRESS: Peter Grant<br>City Manager<br>pgrant@cypressca.org<br>(714) 229-6680<br>5275 Orange Avenue<br>Cypress, CA 90630<br><br><br>_____<br>(Signature) (Date)                                             |
| <b>C. FISCAL OFFICIAL</b><br><br>ADDRESS: Donna Mullally<br>Assistant Director of Finance<br>dmullally@cypressca.org<br>(714) 229-6709<br>5275 Orange Avenue<br>Cypress, CA 90630<br><br><br>_____<br>(Signature) (Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b><br><br>ADDRESS: Barbara Rooney<br>Director<br>barbara.rooney@ots.ca.gov<br>(916) 509-3030<br>2208 Kausen Drive, Suite 300<br>Elk Grove, CA 95758<br><br><br>_____<br>(Signature) (Date) |

|                                                                                                                                                  |                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b><br><br>NAME: Carolyn Vu<br>ADDRESS: 2208 Kausen Drive, Suite 300<br>Elk Grove, CA 95758 | <b>9. SAM INFORMATION</b><br><br>SAM #: NSLVQKY77AG4<br>REGISTERED<br>ADDRESS: 5275 Orange Avenue<br>CITY: Cypress<br>ZIP+4: 90630-2957 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

| 10. PROJECTED EXPENDITURES                                                                                                                                                    |        |                    |      |                                            |         |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------|------|--------------------------------------------|---------|------------------------|
| FUND                                                                                                                                                                          | CFDA   | ITEM/APPROPRIATION | F.Y. | CHAPTER                                    | STATUTE | PROJECTED EXPENDITURES |
| 164AL-24.1                                                                                                                                                                    | 20.608 | 0521-0890-101      | 2022 | 43/22                                      | BA/22   | \$20,400.00            |
| 402PT-24.1                                                                                                                                                                    | 20.600 | 0521-0890-101      | 2022 | 43/22                                      | BA/22   | \$10,200.00            |
| 164AL-24                                                                                                                                                                      | 20.608 | 0521-0890-101      | 2023 | 12/23                                      | BA/23   | \$39,600.00            |
| 402PT-24                                                                                                                                                                      | 20.600 | 0521-0890-101      | 2023 | 12/23                                      | BA/23   | \$19,800.00            |
|                                                                                                                                                                               |        |                    |      | <b>AGREEMENT TOTAL</b>                     |         | <b>\$90,000.00</b>     |
|                                                                                                                                                                               |        |                    |      | AMOUNT ENCUMBERED BY THIS DOCUMENT         |         | <b>\$90,000.00</b>     |
| <i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i> |        |                    |      | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT |         | <b>\$ 0.00</b>         |
| OTS ACCOUNTING OFFICER'S SIGNATURE                                                                                                                                            |        | DATE SIGNED        |      | TOTAL AMOUNT ENCUMBERED TO DATE            |         |                        |
|                                                                                                                                                                               |        |                    |      | <b>\$90,000.00</b>                         |         |                        |

## **1. PROBLEM STATEMENT**

The Cypress Police Department is committed to making the City of Cypress the safest city in Orange County. The foundation for accomplishing this goal is by being committed to the Cypress Police Department's mission: To provide professional public safety services in partnership with our community.

Public safety and well-being are valued, fundamental components of quality of life within the community as defined in the City of Cypress Public Safety General Plan. The Cypress Police Department is an integral component of the public safety sector that provides for the reduction of criminal activity, crime prevention and educational programs designed to prevent crime. In addition to general public safety for its community members, the provision for safe pedestrian and bicycle environments is a component of public safety.

In order to accomplish these goals, the Cypress Police Department is committed to reducing traffic-related injuries and fatalities through an aggressive educational and enforcement campaign, targeting impaired/unlicensed drivers, repeat DUI offenders, and other traffic related violators.

The City of Cypress population is over 49,900 and the population has recently increased due to new residential developments built during the past several years. In 2023, Cypress will see the completion of the new Cypress Town Center. The Cypress Town Center will become a gathering place for the community and will include a mix of entertainment, retail, restaurants, commercial, and residential uses, which will draw hundreds of people from inside and outside the Cypress community.

Cypress Community College and a large commercial corridor which includes an Amazon Last Mile facility are also located in Cypress, attracting thousands of individuals to travel through the city; increasing the average daily vehicle flow. The City of Cypress also borders Los Angeles County.

In 2021, Cypress Police Department reported 123 injury traffic crashes, an 8% increase from the 113 reported in 2020 and a 41% decrease from the 190 injury traffic crashes reported in 2019. In 2022, Cypress Police Department reported 127 injury traffic crashes, a 3% increase from the 123 injury traffic crashes reported in 2021.

There were five traffic related fatalities reported in 2020 and zero reported in 2021, a decrease of 500% between 2020 and 2021. Three traffic related fatalities were reported in 2022, an increase of 300% from 2021. In addition, two alcohol involved fatalities occurred in 2022. Officers will be more effective targeting impaired driving enforcement efforts with funding provided from the Office of Traffic Safety. Our goal is to reduce the number of victims impacted by impaired drivers and other traffic related offenses. When funded by the Office of Traffic Safety, DUI/DUID enforcement efforts have a positive impact and assist in achieving this goal.

Our priority is to make Cypress a safer environment for its community members and the motoring public. A primary concern is impaired drivers and their impact on the community. DUI arrests increased by 28% in 2022. To combat potential increases in DUI related events, public awareness and aggressive enforcement strategies continue to be the primary component in addressing this on-going concern and danger to the community.

Injury crashes also impact our community at several different levels. The impact of staffing level reductions within the agency, influence proactive traffic enforcement efforts, which continue to be a challenge. Additional resources are needed in order to maintain enforcement of primary crash-related violations in locations of high frequency. Unsafe speed, red light violations, and right-of-way violations continue to be our top three primary crash factors. This can be accomplished by utilizing personnel from other agencies in a collaborative effort.

Hit & Run injury crashes increased by 20% between 2020 and 2021, but they decreased by 67% between 2021 and 2022. In analyzing post incident crash data, many of these crashes can be linked to unlicensed, suspended or impaired drivers, unwilling to take responsibility for their actions. Working to identify and

apprehend unlicensed and repeat DUI offenders, the Cypress Police Department can continue to have a positive impact on reducing Hit & Run crashes on our roadways.

The Cypress Police Department consistently participates in educating the citizens and community through events including Police Department Open Houses, "Every 15 Minutes," P.A.C.E (Positive Actions thru Character Education), "Read Across America," "Click It or Ticket", "Walk to School Day", and related social media campaigns.

Public awareness is the key to voluntary compliance with the law. High visibility and public awareness efforts are essential in filling the void created by a reduction in personnel. One officer seen driving down the road does not compare to two or three officers seen on enforcement stops at a high-crash intersection or on a known corridor of frequent DUI arrests. This could not be accomplished without OTS funding and support for additional enforcement activities and public awareness programs.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

### B. Objectives:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.                                                                                                                                     | <b>Target Number</b><br>1 |
| 2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month. | 10                        |
| 3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.                                                                                                                                                    | 12                        |
| 4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.                                                                                                                                                                                                                                                                                                                                  | 2                         |
| 5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.                                                                                                                                                                                                                                                                                                                                 | 2                         |
| 6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.                                                                                                                                                                                                                                                                                                                                                                                       | 1                         |
| 7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended                                                                                                                                                                                                                         | 4                         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
| 8. Conduct DUI Saturation Patrol operation(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 5 |
| 9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 7 |
| 10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 |
| 11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 |
| 12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 3 |
| 13. Participate in highly visible collaborative DUI Enforcement operations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 |
| 14. Participate in highly visible collaborative Traffic Enforcement operations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 |
| 15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 |
| <b>3. METHOD OF PROCEDURE</b><br><b>A. <u>Phase 1 – Program Preparation</u> (1<sup>st</sup> Quarter of Grant Year)</b> <ul style="list-style-type: none"> <li>The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted in the first quarter.</li> <li>All grant related purchases needed to implement the program should be made in the first quarter.</li> <li>In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.</li> </ul> <p><u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</p> |   |
| <b>B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)</b> <ul style="list-style-type: none"> <li>The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.</li> </ul> <p><u>Media Requirements</u></p> <p>The following requirements are for all grant-related activities:</p> <ul style="list-style-type: none"> <li>Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                          |   |

- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

#### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

| FUND NUMBER                        | CATALOG<br>NUMBER (CFDA) | FUND DESCRIPTION                                                           | TOTAL AMOUNT         |       |                        |
|------------------------------------|--------------------------|----------------------------------------------------------------------------|----------------------|-------|------------------------|
| 164AL-24                           | 20.608                   | Minimum Penalties for Repeat<br>Offenders for Driving While<br>Intoxicated | \$60,000.00          |       |                        |
| 402PT-24                           | 20.600                   | State and Community Highway<br>Safety                                      | \$30,000.00          |       |                        |
| COST CATEGORY                      |                          | FUND<br>NUMBER                                                             | UNIT COST OR<br>RATE | UNITS | TOTAL COST TO<br>GRANT |
| A. PERSONNEL COSTS                 |                          |                                                                            |                      |       |                        |
| <u>Straight Time</u>               |                          |                                                                            |                      |       | \$0.00                 |
| <u>Overtime</u>                    |                          |                                                                            |                      |       |                        |
| DUI/DL Checkpoints                 | 164AL-24                 | \$9,070.00                                                                 | 4                    |       | \$36,280.00            |
| DUI Saturation Patrols             | 164AL-24                 | \$3,025.00                                                                 | 5                    |       | \$15,125.00            |
| Collaborative DUI Enforcement      | 164AL-24                 | \$2,300.00                                                                 | 2                    |       | \$4,600.00             |
| Traffic Enforcement                | 402PT-24                 | \$1,400.00                                                                 | 7                    |       | \$9,800.00             |
| Distracted Driving                 | 402PT-24                 | \$1,400.00                                                                 | 2                    |       | \$2,800.00             |
| Motorcycle Safety                  | 402PT-24                 | \$1,400.00                                                                 | 2                    |       | \$2,800.00             |
| Pedestrian and Bicycle Enforcement | 402PT-24                 | \$3,050.00                                                                 | 3                    |       | \$9,150.00             |
| Collaborative Traffic Enforcement  | 402PT-24                 | \$1,500.00                                                                 | 2                    |       | \$3,000.00             |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$83,555.00            |
| B. TRAVEL EXPENSES                 |                          |                                                                            |                      |       |                        |
| In State Travel                    | 402PT-24                 | \$2,450.00                                                                 | 1                    |       | \$2,450.00             |
|                                    |                          |                                                                            |                      |       | \$0.00                 |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$2,450.00             |
| C. CONTRACTUAL SERVICES            |                          |                                                                            |                      |       |                        |
|                                    |                          |                                                                            |                      |       | \$0.00                 |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$0.00                 |
| D. EQUIPMENT                       |                          |                                                                            |                      |       |                        |
|                                    |                          |                                                                            |                      |       | \$0.00                 |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$0.00                 |
| E. OTHER DIRECT COSTS              |                          |                                                                            |                      |       |                        |
| DUI Checkpoint Supplies            | 164AL-24                 | \$1,935.00                                                                 | 1                    |       | \$1,935.00             |
| Dispatcher                         | 164AL-24                 | \$515.00                                                                   | 4                    |       | \$2,060.00             |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$3,995.00             |
| F. INDIRECT COSTS                  |                          |                                                                            |                      |       |                        |
|                                    |                          |                                                                            |                      |       | \$0.00                 |
| Category Sub-Total                 |                          |                                                                            |                      |       | \$0.00                 |
| GRANT TOTAL                        |                          |                                                                            |                      |       | \$90,000.00            |

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

**TRAVEL EXPENSES**

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES**

-

**EQUIPMENT**

-

**OTHER DIRECT COSTS**

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Dispatcher - Dedicated dispatcher for each checkpoint.

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

#### GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **SPECIFIC ASSURANCES**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

(applies to all subrecipients as well as States)

**The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to all subrecipients as well as States)

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING** **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** **(applies to all subrecipients as well as States)**

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—** **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

### GRANT DETAILS

|                       |                                              |
|-----------------------|----------------------------------------------|
| Grant Number:         | PT24054                                      |
| Agency Name:          | Cypress Police Department                    |
| Grant Title:          | Selective Traffic Enforcement Program (STEP) |
| Agreement Total:      | \$90,000.00                                  |
| Authorizing Official: | Peter Grant                                  |
| Fiscal Official:      | Donna Mullally                               |
| Grant Director:       | Michael McBain                               |

### CURRENT GEMS USER(S)

#### 1. Jason Machado

Title: Senior Management Analyst  
Phone: (714) 229-6728  
Email: jmachado@cypressca.org

Media Contact: No

#### 2. Michael McBain

Title: Sergeant  
Phone: (714) 229-6619  
Email: mmcbain@cypressca.org

Media Contact: No

#### 3. Dean Pinvidic

Title: Lieutenant  
Phone: (714) 229-6617  
Email: dpinvidic@cypressca.org

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

|                                                                                                    |  |                                                                                  |  |
|----------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------|--|
| <b>GEMS User 1</b><br>Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>   |  | Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| Name                                                                                               |  | Job Title                                                                        |  |
| Email address                                                                                      |  | Phone number                                                                     |  |
| <b>GEMS User 2</b><br>Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>   |  | Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| Name                                                                                               |  | Job Title                                                                        |  |
| Email address                                                                                      |  | Phone number                                                                     |  |
| <b>GEMS User 3</b><br>Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>   |  | Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| Name                                                                                               |  | Job Title                                                                        |  |
| Email address                                                                                      |  | Phone number                                                                     |  |
| <b>GEMS User 4</b><br>Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>   |  | Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| Name                                                                                               |  | Job Title                                                                        |  |
| Email address                                                                                      |  | Phone number                                                                     |  |
| <b>GEMS User 5</b><br>Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>   |  | Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| Name                                                                                               |  | Job Title                                                                        |  |
| Email address                                                                                      |  | Phone number                                                                     |  |
| Form completed by:                                                                                 |  | Date:                                                                            |  |
| As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. |  |                                                                                  |  |
| Signature                                                                                          |  | Name                                                                             |  |
|                                                                                                    |  | Grant Director                                                                   |  |
| Date                                                                                               |  | Title                                                                            |  |



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

10.

**FROM:** Mark Lauderback, Chief of Police

**DATE:** 09/25/2023

**SUBJECT:** Approve the Urban Area Security Initiative Sub-Recipient Agreement with the City of Anaheim

---

#### **RECOMMENDATION**

1. Approve the Fiscal Year 2022 Urban Area Security Initiative (UASI) Sub-Recipient Agreement with the City of Anaheim; and
2. Authorize the City Manager to execute all UASI related documents.

#### **DISCUSSION**

The Urban Area Security Initiative provides federal funding to cities to prevent, respond to, and recover from threats or acts of terrorism. In Orange County, the cities of Anaheim and Santa Ana, in their capacity as a "Core City" for the Anaheim/Santa Ana Urban Area, received and accepted a FY 2022 Urban Area Security Initiative grant. Anaheim and Santa Ana have the responsibility to enhance the preparedness and response capabilities of the entire urban area of Orange County by administering grant-supported training and funding. In even years such as FY 2022, the City of Anaheim acts as the lead fiscal agent. Each city in Orange County, including Cypress, as a sub-recipient, may receive UASI funding for projects, services, and training based on availability.

Several years ago Cypress received UASI funding for personal protective equipment for first responders, security technology for critical asset protection, and terrorism-related training. However, in recent years Cypress has not received any UASI funding for equipment purchases but has attended a variety of training sessions in which UASI participation is required. The FY 2022 UASI provides the Police Department with the opportunity to attend regional training exercises and request equipment purchases. The current performance period for the FY 2022 UASI Grant runs through March 31, 2025. To be eligible for potential funding, all grant related documents are due back to the Anaheim UASI Grant Office by November 17, 2023.

#### **BUDGET IMPACT**

A total of \$5.1 million in FY 2022 UASI funding is available to the Anaheim and Santa Ana working group. While Cypress has not received funding for equipment purchases in the past several years, participation in the grant program allows the City to request funding for identified equipment needs and attend UASI trainings. If Cypress is ultimately allocated FY 2022 UASI funding, a recommendation to approve additional appropriations and increase estimated revenues will be presented to the City Council for consideration.

**LEGAL REVIEW**

The agreement was reviewed by the City Attorney and approved as to form.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

UASI Sub-Recipient Agreement

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AGREEMENT

SUB-RECIPIENT: CITY OF CYPRESS

City Contract Number \_\_\_\_\_

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## EXHIBITS

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| Exhibit A | CalOES FY2022 Grant Assurances                                                 |
| Exhibit B | Certification Regarding Debarment, Suspension and Other Responsibility Matters |
| Exhibit C | Certification Regarding Lobbying                                               |

Agreement Number: \_\_\_\_\_

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR  
REIMBURSEMENT OF TRAINING COSTS  
FOR FY2022 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN  
THE CITY OF ANAHEIM  
AND CITY OF CYPRESS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF CYPRESS (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2022 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2022 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

California Office of Emergency Services "FY2022 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"

<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2022 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2022 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF CYPRESS ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I  
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. CITY OF CYPRESS, a municipal corporation, 5275 Orange Ave, Cypress, CA 90630

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant  
Anaheim Police Department  
425 South Harbor Boulevard  
Anaheim, CA 92805  
Phone: (714) 765-1523  
rlarochelle@anaheim.net

- 2. The representative of CITY OF CYPRESS shall be:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sub Recipient Name: \_\_\_\_\_

Sub Recipient Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

## II TERM AND SERVICES TO BE PROVIDED

### §201. Time of Performance

The term of this Agreement shall commence on 08/09/2023 and end on 3/31/2025 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

### §202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2022 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
  9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
  10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
  11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
  12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2022 Homeland Security Grant Program, as set forth above.

- H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above.

### III PAYMENT

#### §301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

#### IV STANDARD PROVISIONS

##### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

##### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

##### §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

##### §404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

#### §410. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

#### §411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

#### §412. Statutes and Regulations Applicable To All Grant Contracts

##### A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2022 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2022-0043; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and

construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2022 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

**B. Rights to Use Inventions**

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

**C. Copyright Policy**

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

**D. Rights to Data**

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

**E. Obligations Binding on Subcontractors**

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V  
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI  
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF CYPRESS have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation  
of the State of California

By: \_\_\_\_\_  
Theresa Bass  
Clerk of the Council

By: \_\_\_\_\_  
Rick Armendariz  
Chief of Police

SUB-RECIPIENT  
CITY OF CYPRESS  
UEI No. NSLVQKY77AG4

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kristin Pelletier  
Chief Assistant City Attorney

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title  
\_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title  
\_\_\_\_\_

## **EXHIBIT A**

### **California Governor's Office of Emergency Services FY2022 Grant Assurances (All HSGP Applicants)**

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

#### **1. Proof of Authority**

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

Initials \_\_\_\_\_

## **2. Period of Performance**

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

## **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

Initials \_\_\_\_\_

- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials \_\_\_\_\_

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

#### **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

#### **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

Initials \_\_\_\_\_

- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### **9. Cooperation and Access to Records**

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **11. Financial Management**

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

#### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

#### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials \_\_\_\_\_

#### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

#### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

Initials \_\_\_\_\_

- in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
  - (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving is Prohibited**

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –  
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

**21. Acknowledgment of Federal Funding from DHS**

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**22. Activities Conducted Abroad**

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**23. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

**24. Copyright**

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials \_\_\_\_\_

**25. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**26. Energy Policy and Conservation Act**

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**27. Federal Debt Status**

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**28. Fly America Act of 1974**

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

**29. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**30. Non-supplanting Requirement**

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

**31. Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**32. SAFECOM**

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials \_\_\_\_\_

**33. Terrorist Financing**

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

**34. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**35. USA Patriot Act of 2001**

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**36. Use of DHS Seal, Logo, and Flags**

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**37. Performance Goals**

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

**38. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

**On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.**

Initials \_\_\_\_\_

**IMPORTANT**

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Applicant/Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Initials \_\_\_\_\_

## EXHIBIT B

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Authorized Agent Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EXHIBIT C

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: \_\_\_\_\_

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

11.

**FROM:** Jeff Draper, Director of Recreation and Community Services

**DATE:** 09/25/2023

**SUBJECT:** Declare Surplus Equipment and Approve the Donation to the Anaheim Union High School District

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#### **RECOMMENDATION**

Declare six 10' x 15' bleachers surplus and approve their donation to the Anaheim Union High School District for use at Walker Junior High.

#### **DISCUSSION**

Municipal Code Section 21A-15 permits equipment no longer in service to be declared surplus and outlines the process to dispose of it. The Purchasing Officer or City Manager may dispose of surplus equipment by exchange, trade-in, selling through a competitive bid process, selling for scrap, or donating to an eligible non-profit or public agency if the estimated value does not exceed \$1,000. In July, the City Council approved plans for Arnold Cypress Park's rehabilitation which calls for new covered bleachers. The existing bleachers will be demolished and disposed of by the contractor once a construction contract is awarded.

Bleachers at Arnold Cypress Park were purchased in FY 2004-05 with player usage fees paid by ACUAF organizations. The player usage fees are a self-imposed fee collected from ACUAF organizations and placed in a Capital/Maintenance fund to assist with projects that are above and beyond normal maintenance projects for athletic facilities owned by the Recreation District and school districts with joint use agreements.

Cypress Girls Softball, an ACUAF organization, is utilizing Walker Junior High to host practices and games while Arnold Cypress Park is under construction. The softball fields at Walker Junior High do not have bleachers for spectators and the Anaheim Union High School District has expressed interest in, and the need for, six 10' x 15' bleachers and are willing to accept the bleachers "as is". Anaheim Union High School District also agrees to transport and install the bleachers at their own cost. Since the bleachers are being donated and have an estimated value in excess of \$1,000, the disposition does not follow the procedures outlined in the Municipal Code and City Council approval is required.

The City Council previously used this process to authorize the donation of surplus computer equipment to the Boys and Girls Club and Cypress School District in 2018.

**BUDGET IMPACT**

None. The six bleachers have an estimated scrap value of \$2,500 and would be disposed of by the contractor as part of the demolition phase of the Arnold Cypress park rehabilitation.

**LEGAL REVIEW**

None required.

**APPROVED BY:**

Peter Grant, City Manager

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## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

12.

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/25/2023

**SUBJECT:** Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2022-23

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#### **RECOMMENDATION**

1. Approve FY 2022-23 supplemental appropriations of \$619,530 and increase estimated revenues by \$670,930 for the City; and
2. Approve a \$200,000 transfer to the City Capital Project fund from the RMRA Gas Tax fund for FY 2022-23 arterial rehabilitation project expenditures; and
3. Approve FY 2022-23 supplemental appropriations of \$83,700 and increase estimated revenues by \$142,800 in the Cypress Recreation and Park District; and
4. Approve a \$666,653 transfer from the District's Park Development Fund to the General Fund; and
5. Approve a \$666,653 payment to the City's Infrastructure fund to apply against the outstanding Repayment Agreement and Promissory Note between the City and Park District for the construction of Lexington Park.

#### **SUMMARY**

Each year when the Budget is prepared, certain programs are budgeted based on best available estimates but are subject to occurrences not known at the time of preparation. In many cases, these factors are out of the City's control and the final budget impact is not known until the end of the fiscal year. Once the exact impact is known, the City Council may approve additional appropriations and establish the final Amended Budget to ensure budgetary compliance at fiscal year-end.

The FY 2022-23 budget adjustments for the City (Attachment A) and the Cypress Recreation and Park District (Attachment B) are expected to be the final amendments of the fiscal year and will be used for year-end financial reporting.

## **DISCUSSION**

### **General Fund**

Based on the preliminary analysis of FY 2022-23 operating expenditures, the General Fund will be under total adopted appropriations by over \$2 million. Despite these savings, and as is often the case, a few General Fund programs exceeded budget.

#### *City Attorney Services*

Total City Attorney services exceeded appropriations by nearly \$240,000. City Attorney services are provided on a contract basis by multiple firms and tend to fluctuate based on the legal matters that arise during the year, the volume of active litigation to which the City is a party and the amount of work performed by specialty firms. General attorney services for FY 2022-23 were consistent with prior years, but litigation activity was significantly higher than a typical year. These litigation matters were related to several lawsuits, including a challenge to the California Voting Rights Act and a lawsuit against the Cypress School District which named the City as a co-defendant.

#### *Animal Control Contract Services*

The City contracts with the County of Orange for animal control services and charges vary year to year based on actual activity levels in Cypress and the overall costs to provide services throughout the County. Cypress' share of FY 2022-23 County animal control costs were \$394,000, which is an increase of more than 50% when compared to the prior year. According to County representatives, the increase is due to two factors: 1) inflationary impacts on animal feed and shelter supplies and 2) large increases in animal intakes and field services provided directly to Cypress.

#### *Building Division*

The Community Development Building division exceeded its contract inspections and plan checking budget due to higher levels of building activity than projected in the budget. Forecasting the division's annual contract costs is difficult due to many outside factors, including the economy's impact on local development activity. Therefore, revenue and expenditure projections associated with development activity are historically estimated prudently and actual receipts and disbursements can fluctuate significantly from year to year. The higher activity levels experienced in FY 2022-23 resulted in more revenues (fees) and additional contract costs.

### **Capital Project Funding**

Each year, the Seven-Year Capital Improvement Program budget includes appropriations for both residential rehabilitation and arterial street rehabilitation. The residential rehabilitation project is funded primarily with General Fund revenues and recorded in the Capital Project Fund, and is applied against State and County Maintenance of Effort (MOE) requirements to ensure Cypress remains eligible to receive annual funding restricted to use for transportation purposes. The arterial rehabilitation project is typically funded using these restricted transportation revenues and is budgeted in a restricted fund for street improvements.

During FY 2022-23, the majority of the budgeted residential rehabilitation project costs were not incurred and \$1.4 million remained unexpended at June 30th. However, the arterial

rehabilitation project, with costs of \$1,835,000, was substantially complete prior to fiscal year-end. In order to ensure sufficient General Fund spending in FY 2022-23 to meet MOE requirements, it is recommended the remaining \$1.4 million of funding for the residential rehabilitation be swapped with the budgeted funding for the arterial rehabilitation project. In addition to the reallocation of budget funding between the two projects, it is recommended an additional \$235,000 of general fund monies be committed to the arterial rehabilitation project in FY 2022-23. This recommended funding plan will result in the General Fund paying \$1.635 million of actual arterial rehabilitation costs in FY 2022-23 and \$1.4 million of restricted Gas Tax monies paying for the balance of the residential rehabilitation program when completed in FY 2023-24.

A major benefit of the recommended funding reallocation is the potential to meet the terms of the recently approved settlement agreement with the Orange County Transportation Authority (OCTA) one-year earlier than expected. Specifically, the settlement agreement mandates Cypress' General Fund spending for eligible transportation purposes exceed the MOE baseline by \$1.38 million during the two-year period ending June 30, 2024. With implementation of the recently completed City cost allocation plan and the recommended funding swap, it appears the terms of the settlement agreement would be met as of June 30, 2023 pending the outcome of OCTA's audit of FY 2022-23 MOE expenditures. The results of that audit are expected in the first half of 2024 and will be presented to the City Council when available.

#### Other Funds

The Supplemental Law Enforcement Special Revenue Fund exceeded budget due to receiving \$35,930 more in State grants than anticipated. The City uses these grant amounts, approximately \$160,000 annually, to pay for a Police Services Officer and a portion of a Police Officer. The additional appropriation is fully offset by a \$35,930 increase to revenues.

The Low and Moderate Housing Asset Fund, which is restricted to use on eligible housing activities benefiting low and moderate income residents, exceeded its budget by \$3,000. The overage is due to consultant costs for administration of the City's forgivable loan program significantly increasing as of July 2022. These increases were unforeseen and in response, Community Development transitioned loan administration in-house during FY 2022-23.

The City Central Services Internal Service Fund, which accounts for the repair and maintenance of facilities and vehicles, exceeded budget by \$28,800. The overage is attributable to purchases for necessary street sweeper repairs and parts.

#### Recreation and Park District

##### *CRPD General Fund*

Payments to contract class instructors exceeded budget by \$83,700. Since the start of the pandemic, contract class registrations experienced large declines and have been difficult to project for budget purposes. While not quite back to pre-pandemic levels, FY 2022-23 class registrations were significantly higher than the last several years. The additional activity levels this past year resulted in the receipt of additional fee revenues which more than offset the higher costs.

##### *Park Development Fund*

The City authorized a \$12.8 million loan to the District to construct Lexington Park. Repayments against the outstanding loan balance are made twice a year if park development fees become available. An additional \$666,209 of park development fees were received in the first half of FY 2022-23, and it is recommended these amounts be transferred to the District's General Fund and used to repay the City as of June 30, 2023. After the recommended repayment, the outstanding loan balance on the Lexington loan will be just under \$4.3 million and biannual repayments will continue as future park development fees are received.

### **BUDGET IMPACT**

This action provides budgetary compliance for costs already incurred relating to situations not anticipated when the budget was approved; therefore, there is no fiscal impact as a result of this action.

The appropriation requests of \$619,530 for the City and \$83,700 for the District will cover operating program expenditures which exceeded budget estimates. These supplemental appropriations for the City and District are more than offset by increases to estimated revenues. The recommended adjustments to appropriations and estimated revenues are itemized in Attachment A (City) and Attachment B (District).

The authorization for the District to repay \$666,653 results in additional cash balances being available for future infrastructure needs of the City.

### **LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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### **Attachments**

Attachment A - City of Cypress FY 2022-23 Supplemental Appropriations, Estimated Revenue and Transfer Adjustments

Attachment B - CRPD FY 2022-23 Supplemental Appropriations, Estimated Revenue and Transfer Adjustments

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**CITY OF CYPRESS  
SUPPLEMENTAL APPROPRIATIONS, ESTIMATED REVENUE AND TRANSFER ADJUSTMENTS  
FOR FISCAL YEAR 2022-23**

| <u>PURPOSE/DESCRIPTION</u>                         | <u>ACCOUNT NUMBER</u>   | <u>AMOUNT</u>            |
|----------------------------------------------------|-------------------------|--------------------------|
| <b>SUPPLEMENTAL APPROPRIATIONS - CITY</b>          |                         |                          |
| <u>GENERAL FUND</u>                                |                         |                          |
| Litigation Services                                | 111-10105.4179_200      | \$ 239,400               |
| Contract Services - Animal Control                 | 111-20270-4188_007      | 64,900                   |
| Inspection Services - Building                     | 111-65243-6243.4189_010 | 106,200                  |
| Inspection Services - Electrical                   | 111-65243-6244.4189_010 | 68,100                   |
| Inspection Services - Plumbing/Heating             | 111-65243-6245.4189_010 | 5,000                    |
| Building Plan Checks                               | 111-65247.4189_006      | 68,200                   |
| TOTAL GENERAL FUND                                 |                         | <u>\$ 551,800</u>        |
| <u>SUPPLEMENTAL LAW ENFORCEMENT FUND</u>           |                         |                          |
| Salaries - Regular                                 | 301-50181.4001          | \$ 30,240                |
| Fringe Applied                                     | 301-50181.4006          | 5,690                    |
| TOTAL SUPPLEMENTAL LAW ENFORCEMENT FUND            |                         | <u>\$ 35,930</u>         |
| <u>LOW AND MODERATE HOUSING ASSET FUND</u>         |                         |                          |
| Contract Services                                  | 471-62198.4187_100      | \$ 3,000                 |
| TOTAL LOW AND MODERATE HOUSING ASSET FUND          |                         | <u>\$ 3,000</u>          |
| <u>CITY CAPITAL PROJECTS FUND</u>                  |                         |                          |
| Salaries - Regular                                 | 415-80100-8012.4001     | \$ 52,137                |
| Fringe Applied                                     | 415-80100-8012.4006     | 30,564                   |
| Public Works Contract                              | 415-80100-8012.4186     | 1,752,292                |
| TOTAL CITY CAPITAL PROJECTS FUND                   |                         | <u>\$ 1,834,993</u>      |
| <u>RMRA GAS TAX FUND</u>                           |                         |                          |
| Salaries - Regular                                 | 239-80100-8012.4001     | \$ (52,137)              |
| Fringe Applied                                     | 239-80100-8012.4006     | (30,564)                 |
| Public Works Contract                              | 239-80100-8012.4186     | (1,752,292)              |
| TOTAL RMRA GAS TAX FUND                            |                         | <u>\$ (1,834,993)</u>    |
| <u>CITY CENTRAL SERVICES INTERNAL SERVICE FUND</u> |                         |                          |
| Materials - Sweeper Parts                          | 711-70621-7621.4111_120 | \$ 28,800                |
| TOTAL CITY CENTRAL SERVICES INTERNAL SERVICE FUND  |                         | <u>\$ 28,800</u>         |
| <b>TOTAL SUPPLEMENTAL APPROPRIATIONS - CITY</b>    |                         | <u><b>\$ 619,530</b></u> |

**CITY OF CYPRESS  
SUPPLEMENTAL APPROPRIATIONS, ESTIMATED REVENUE AND TRANSFER ADJUSTMENTS  
FOR FISCAL YEAR 2022-23**

| <u>PURPOSE/DESCRIPTION</u>                               | <u>ACCOUNT NUMBER</u>                    | <u>AMOUNT</u>            |
|----------------------------------------------------------|------------------------------------------|--------------------------|
| <b>ESTIMATED REVENUES - CITY</b>                         |                                          |                          |
| <u>GENERAL FUND</u>                                      |                                          |                          |
| Building Permits                                         | 111-65241.3200                           | \$ 243,000               |
| Plumbing/Heating Permits                                 | 111-65241.3201                           | 9,700                    |
| Electrical Permits                                       | 111-65241.3202                           | 176,500                  |
| Plan Check Fees - Building                               | 111-65241.3620                           | 205,800                  |
| TOTAL GENERAL FUND                                       |                                          | <u>\$ 635,000</u>        |
| <u>SUPPLEMENTAL LAW ENFORCEMENT FUND</u>                 |                                          |                          |
| Grants - Miscellaneous                                   | 301-99999.3525                           | \$ 35,930                |
| TOTAL SUPPLEMENTAL LAW ENFORCEMENT FUND                  |                                          | <u>\$ 35,930</u>         |
| <b>TOTAL ESTIMATED REVENUES - CITY</b>                   |                                          | <b><u>\$ 670,930</u></b> |
| <b>TRANSFERS</b>                                         |                                          |                          |
| <u>CITY FUNDS</u>                                        |                                          |                          |
| Transfer to Capital Projects Fund from RMRA Gas Tax Fund | 239-99999.4501_415<br>415-99999.3901_239 | <b><u>\$ 200,000</u></b> |

**CYPRESS RECREATION AND PARK DISTRICT  
SUPPLEMENTAL APPROPRIATIONS, ESTIMATED REVENUE AND TRANSFER ADJUSTMENTS  
FOR FISCAL YEAR 2022-23**

| <u>PURPOSE/DESCRIPTION</u>                      | <u>ACCOUNT NUMBER</u>                    | <u>AMOUNT</u>     |
|-------------------------------------------------|------------------------------------------|-------------------|
| <b>SUPPLEMENTAL APPROPRIATIONS - CRPD</b>       |                                          |                   |
| <u>CRPD GENERAL FUND</u>                        |                                          |                   |
| Contract Services - Contract Classes            | 212-90316.4187_023                       | \$ 83,700         |
| <b>TOTAL SUPPLEMENTAL APPROPRIATIONS - CRPD</b> |                                          | <b>\$ 83,700</b>  |
| <b>ESTIMATED REVENUES - CRPD</b>                |                                          |                   |
| <u>GENERAL FUND</u>                             |                                          |                   |
| Contract Classes                                | 212-99999.3659                           | \$ 142,800        |
| TOTAL GENERAL FUND                              |                                          | \$ 142,800        |
| <b>TOTAL ESTIMATED REVENUES - CRPD</b>          |                                          | <b>\$ 142,800</b> |
| <b>TRANSFERS - CRPD</b>                         |                                          |                   |
| Transfer to General Fund from Park Development  | 213-99999.4501_212<br>212-99999.3901_213 | <b>\$ 666,653</b> |



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

13.

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/25/2023

**SUBJECT:** Approve Continuing Appropriations, Revenues and Transfers from FY 2022-23 to FY 2023-24

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#### **RECOMMENDATION**

1. Authorize the appropriation of \$2,825,844 in FY 2023-24 for the carryover of continuing appropriations from FY 2022-23, as detailed in Attachment A; and
2. Authorize the appropriation of \$3,686,450 in FY 2023-24 for the carryover of encumbrances at June 30, 2023, as detailed in Attachment B; and
3. Authorize the continuation of operating transfers totaling \$2,423,630 and estimated grant revenue totaling \$408,905 from FY 2022-23 to FY 2023-24, as detailed in Attachment C to support carryover appropriations.

#### **DISCUSSION**

Each fiscal year, the City Council adopts an annual budget for the period of July 1 through June 30. At the end of each fiscal year, there are typically activities and purchases in progress which have not been completed. The budget for those activities lapse at fiscal year end unless the City Council re-establishes the budget in the subsequent year. At the end of each year, an analysis is performed to determine which budgeted activities need to be carried over to the new fiscal year. Open purchase orders and programs/projects for which a purchase order has not yet been issued, but are expected to be completed in the new fiscal year, are requested to be re-appropriated from prior year resources to complete the activities of the prior year budget. Operating transfers and other revenues specific to the proposed continuing appropriations are also requested to be re-budgeted to properly allocate program/project resources.

The carryover, or re-budgeting, of encumbrances and continuing appropriations represents previously approved purchases, plans, or projects. In many cases, preliminary work has been performed in association with the plans or projects. If the proposed encumbrances and continuing appropriations were not carried over into FY 2023-24, sufficient appropriations would not exist in the current year budget to fund both the continued projects and the new

projects approved in the FY 2023-24 budget.

**BUDGET IMPACT**

The recommended carryover, or re-budgeting, of encumbrances and continuing appropriations represents previously approved purchases and projects contained in the FY 2022-23 budget. Projected fund balance amounts included in the FY 2023-24 budget are not impacted since the carried over activities have been budgeted previously and were expected to be expended prior to June 30, 2023.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

Attachment A - Continuing Appropriations from FY 2022-23 to FY 2023-24

Attachment B - Carryover Encumbrances from FY 2022-23 to FY 2023-24

Attachment C - Continuing Operating Transfers and Grant Revenue from FY 2022-23 to FY 2023-24

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**CITY OF CYPRESS  
CONTINUING APPROPRIATIONS  
FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24**

| <u>PURPOSE/DESCRIPTION</u>                             | <u>ACCOUNT CLASSIFICATION</u>       | <u>ACCOUNT NUMBER</u> | <u>AMOUNT</u>       |
|--------------------------------------------------------|-------------------------------------|-----------------------|---------------------|
| <b><u>GENERAL FUND</u></b>                             |                                     |                       |                     |
| City Manager Contingency                               | Contingency                         | 111-20111.4130_100    | \$ 239,942          |
| Training - Human Resources                             | Contract Services                   | 111-40151.4187_019    | 6,000               |
| Housing Element Implementation Services                | Professional Services               | 111-60193.4189_100    | 312,625             |
| Economic Development Consulting Assistance             | Professional Services               | 111-60199.4189_007    | 25,000              |
| Building and Safety Support for Business Park          | Professional Services               | 111-60199.4189_007    | 7,000               |
| Solid Waste Assistance Program                         | Contributions/Donations             | 111-70720.4163        | 18,179              |
| Pandemic Support - Business Recovery Program           | Contributions/Donations             | 111-20117.4163        | 113,355             |
| <b>TOTAL GENERAL FUND</b>                              |                                     |                       | <b>\$ 722,101</b>   |
| <b><u>GENERAL FUND GRANTS FUND</u></b>                 |                                     |                       |                     |
| OTS Grant - Police                                     | Salaries - Overtime                 | 114-50183.4003_014    | \$ 32,727           |
| OTS Grant - Police                                     | Supplies                            | 114-50183.4103_004    | 891                 |
| OTS Grant - Police                                     | Training                            | 114-50183.4180        | 1,200               |
| OTS Grant - Police                                     | Other Contract Services             | 114-50183.4188_005    | 1,173               |
| CDBG Housing Rehabilitation                            | Loans - CDBG Housing Rehabilitation | 114-66195.4170        | 246,907             |
| <b>TOTAL GENERAL FUND GRANTS FUND</b>                  |                                     |                       | <b>\$ 282,898</b>   |
| <b><u>TRAFFIC MITIGATION ASSESSMENT FUND</u></b>       |                                     |                       |                     |
| Various Signal/Striping Improvements                   | Public Works Construction           | 234-80200-8021.4186   | \$ 137,454          |
| <b>TOTAL TRAFFIC MITIGATION ASSESSMENT FUND</b>        |                                     |                       | <b>\$ 137,454</b>   |
| <b><u>ROAD MAINTENANCE AND REHABILITATION FUND</u></b> |                                     |                       |                     |
| Orange Avenue Slurry Seal - OC Sanitation District     | Public Works Construction           | 239-80100-8012.4186   | \$ 147,000          |
| <b>TOTAL TRAFFIC MITIGATION ASSESSMENT FUND</b>        |                                     |                       | <b>\$ 147,000</b>   |
| <b><u>LIGHTING DISTRICT FUND</u></b>                   |                                     |                       |                     |
| Katella OCTA Traffic Signal Synchronization            | Public Works Construction           | 251-80200-8021.4186   | \$ 27,600           |
| Illuminated Street Sign Upgrades                       | Public Works Construction           | 251-80200-8021.4186   | 80,000              |
| Upgrade/Install Adaptive Timing Controls               | Public Works Construction           | 251-80200-8021.4186   | 50,000              |
| Upgrade Traffic Software/Components                    | Public Works Construction           | 251-80200-8021.4186   | 750,000             |
| <b>TOTAL LIGHTING DISTRICT FUND</b>                    |                                     |                       | <b>\$ 907,600</b>   |
| <b><u>CAPITAL PROJECTS FUND</u></b>                    |                                     |                       |                     |
| Frontage Road Landscape Improvements                   | Public Works Construction           | 415-80500-8053.4186   | \$ 172,994          |
| Police Department Parking Deck Recoating               | Public Works Construction           | 415-80600-8061.4186   | 40,000              |
| <b>TOTAL CAPITAL PROJECTS FUND</b>                     |                                     |                       | <b>\$ 212,994</b>   |
| <b><u>CAPITAL REPLACEMENT FUND</u></b>                 |                                     |                       |                     |
| Closed Captioning Computer Equipment - Admin           | Computer Hardware/Software          | 721-95200.4301_300    | \$ 35,000           |
| In-Car Audio/Video System Replacement - Police         | Computer Hardware/Software          | 721-95200.4305_300    | 200,000             |
| Storm Drainage Pump Station Software Upgrade           | Computer Hardware/Software          | 721-95200.4307_300    | 75,000              |
| PD Active Shooter Vests                                | Equipment - Police                  | 721-95300.4305_200    | 7,243               |
| PD SWAT Ballistic Vests (4)                            | Equipment - Police                  | 721-95300.4305_200    | 14,787              |
| Jail Panic Alarms                                      | Equipment - Police                  | 721-95300.4305_200    | 1,681               |
| Copier/Scanner Replacement - City-Wide                 | Equipment - Finance                 | 721-95100.4304_100    | 2,500               |
| VOIP Phone System - City-Wide                          | Equipment - Finance                 | 721-95100.4304_100    | 15,000              |
| Financial Accounting System Enhancements               | Finance Software System             | 721-95200.4304_320    | 64,586              |
| <b>TOTAL CAPITAL REPLACEMENT FUND</b>                  |                                     |                       | <b>\$ 415,797</b>   |
| <b>GRAND TOTAL-CARRYOVER APPROPRIATIONS</b>            |                                     |                       | <b>\$ 2,825,844</b> |

**CITY OF CYPRESS  
CARRYOVER ENCUMBRANCES  
FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24**

| <b>PO</b>                                       | <b>VENDOR</b>                   | <b>DESCRIPTION</b>                                        | <b>ACCOUNT NUMBER</b>   | <b>AMOUNT</b>     |
|-------------------------------------------------|---------------------------------|-----------------------------------------------------------|-------------------------|-------------------|
| <b>GENERAL FUND - 111</b>                       |                                 |                                                           |                         |                   |
| 2023-493                                        | McIntyre-St Clair               | Team Building Services                                    | 111-20111.4189_018      | \$ 17,400         |
| 2023-705                                        | Motorola Solutions              | MAV Microphone Transmitters(3)                            | 111-50167.4113          | 1,115             |
| 2022-599                                        | Annealta Group                  | Housing Element Supplemental Planning Services            | 111-60191.4189_007      | 28,675            |
| 2023-482                                        | Annealta Group                  | Planning Project Management and Support Assistance        | 111-60191.4187_100      | 16,198            |
| 2022-598                                        | LSA Associates                  | Environmental Impact Report for Housing Element           | 111-60193.4189_007      | 129,769           |
| 2022-785                                        | LSA Associates                  | Initial Study/Mit Neg Dec for Business Park Modernization | 111-60193.4189_007      | 54,657            |
| 2022-786                                        | Casc Engineering and Consulting | Business Park Modernization                               | 111-60193.4189_007      | 117,856           |
| 2023-522                                        | Annealta Group                  | Housing Element Implementation Assistance                 | 111-60193.4189_007      | 12,206            |
| 2023-754                                        | Lisa Wise Consulting            | Inclusionary Housing Feasibility & Fee Modification       | 111-60193.4187_007      | 56,747            |
| 2022-421                                        | Willdan Engineering             | Neighborhood Preservation Pilot Program                   | 111-60193.4187_100      | 145,500           |
| 2023-745                                        | GiverRang Inc                   | Business Park Local Catering Gift Card Program            | 111-60199.4163          | 103,590           |
| 2023-774                                        | CSG Consultants Inc             | Building, Safety & Fire Code Support Services             | 111-60199.4189_007      | 18,000            |
| 2023-644                                        | Patron Property Mgmt Inc        | Property Management for 5121 Myra Avenue                  | 111-70201.4187_100      | 3,200             |
| 2023-366                                        | Ardurra Group                   | Inspect OCSD Sewer Rehab Project #21-159                  | 111-70261-7261.4189_010 | 1,546             |
| 2023-369                                        | Ardurra Group                   | Inspect Public Works Permit #21-158                       | 111-70261-7261.4189_010 | 4,236             |
| 2023-372                                        | Michael Balliet Consulting      | On-Call Solid Waste Consulting Services                   | 111-70720.4189_100      | 44,468            |
| <b>TOTAL GENERAL FUND</b>                       |                                 |                                                           |                         | <b>\$ 755,163</b> |
| <b>GENERAL FUND GRANTS - 114</b>                |                                 |                                                           |                         |                   |
| 2023-465                                        | US Armor                        | Ballistic Vests(9)                                        | 114-50183.4113          | \$ 456            |
| <b>TOTAL GENERAL FUND GRANTS</b>                |                                 |                                                           |                         | <b>\$ 456</b>     |
| <b>TRAFFIC MITIGATION ASSESSMENT FUND - 234</b> |                                 |                                                           |                         |                   |
| 2023-259                                        | Iteris                          | Traffic Signal and Striping Improvements                  | 234-80200-8021.4186     | \$ 11,925         |
| 2023-628                                        | Macadee Electrical              | Furnish and Install Wireless Communications               | 234-80200-8021.4186     | 54,169            |
| 2023-681                                        | Nextech Systems                 | Furnish RRFB System at Denni and Newman                   | 234-80200-8021.4186     | 16,435            |
| <b>TOTAL TRAFFIC MITIGATION ASSESSMENT FUND</b> |                                 |                                                           |                         | <b>\$ 82,529</b>  |
| <b>MEASURE M FUND - 236</b>                     |                                 |                                                           |                         |                   |
| 2023-313                                        | Ardurra Group                   | Admin Assistance for Payment Mgmt Relief Program          | 236-80100-8012.4186     | \$ 14,800         |
| <b>TOTAL ROAD MAINTENANCE AND REHAB FUND</b>    |                                 |                                                           |                         | <b>\$ 14,800</b>  |
| <b>ROAD MAINTENANCE AND REHAB FUND - 239</b>    |                                 |                                                           |                         |                   |
| 2023-761                                        | Excel Paving                    | Arterial Rehab Intersections                              | 239-80100-8012.4186     | \$ 341,753        |
| 2023-762                                        | Ardurra Group                   | Inspect Arterial Rehab Intersections                      | 239-80100-8012.4186     | 55,295            |
| <b>TOTAL ROAD MAINTENANCE AND REHAB FUND</b>    |                                 |                                                           |                         | <b>\$ 397,048</b> |
| <b>LIGHTING DISTRICT #2 FUND - 251</b>          |                                 |                                                           |                         |                   |
| 2023-732                                        | Macadee Electrical              | LED Street Name Sign Upgrades(62)                         | 251-80200-8021.4186     | \$ 210,769        |
| 2023-733                                        | Ardurra Group                   | Inspect LED Street Name Sign Upgrades(62)                 | 251-80200-8021.4186     | 11,700            |
| 2023-735                                        | Iteris                          | City-Wide Traffic Signal Timing                           | 251-80200-8021.4186     | 190,923           |
| 2023-736                                        | Hartzog & Crabill               | Inspect City-Wide Traffic Signal Timing                   | 251-80200-8021.4186     | 23,260            |
| <b>TOTAL LIGHTING DISTRICT #2 FUND</b>          |                                 |                                                           |                         | <b>\$ 436,652</b> |
| <b>STORM DRAIN FUND - 261</b>                   |                                 |                                                           |                         |                   |
| 2023-499                                        | AKM Consulting Engineers        | SCADA System Upgrade Study                                | 261-70281.4189_100      | \$ 23,000         |
| <b>TOTAL STORM DRAIN FUND</b>                   |                                 |                                                           |                         | <b>\$ 23,000</b>  |
| <b>ASSET SEIZURE FUND - 283</b>                 |                                 |                                                           |                         |                   |
| 2023-739                                        | Dell Computers                  | Traffic Division Computer(1)                              | 283-50189.4116          | \$ 1,739          |
| <b>TOTAL ASSET SEIZURE FUND</b>                 |                                 |                                                           |                         | <b>\$ 1,739</b>   |

**CITY OF CYPRESS  
CARRYOVER ENCUMBRANCES  
FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24**

| <b>PO</b>                               | <b>VENDOR</b>                    | <b>DESCRIPTION</b>                                     | <b>ACCOUNT NUMBER</b>   | <b>AMOUNT</b>       |
|-----------------------------------------|----------------------------------|--------------------------------------------------------|-------------------------|---------------------|
| <b>SEWER FUND - 321</b>                 |                                  |                                                        |                         |                     |
| 2022-470                                | AKM Consulting Engineers         | Design Sewer at Civic Center                           | 321-80400-8041.4186     | \$ 15,815           |
| 2023-469                                | Faze 1 Corp                      | Sewer System Evaluations                               | 321-80400-8041.4186     | 32,590              |
| <b>TOTAL SEWER FUND</b>                 |                                  |                                                        |                         | <b>\$ 48,405</b>    |
| <b>CAPITAL PROJECTS FUND - 415</b>      |                                  |                                                        |                         |                     |
| 2023-572                                | Bucknam Infrastructure Group     | Pavement Management Program Update                     | 415-80100-8011.4186     | \$ 5,626            |
| 2023-686                                | American Asphalt South           | Residential Street Rehabilitation                      | 415-80100-8011.4186     | 1,042,269           |
| 2023-687                                | Ardurra Group                    | Inspect Residential Street Rehabilitation              | 415-80100-8011.4186     | 137,500             |
| 2023-502                                | AKM Consulting Engineers         | Myra Ave & Veterans Park Pump Station Evaluations      | 415-80300-8031.4186     | 28,145              |
| 2023-217                                | David Volz Design                | Cerritos Ave Median Parkway Improvements               | 415-80500-8053.4186     | 11,525              |
| 2023-669                                | David Evans and Associates Inc   | Consult for Right-of-Way Irrigation/Water Conservation | 415-80500-8053.4186     | 52,726              |
| 2023-715                                | Master Landscape & Maint         | Tree Planting Program                                  | 415-80500-8055.4186     | 70,492              |
| 2023-191                                | BOA Architecture                 | Design Service for City Hall ADA Restrooms             | 415-80600-8061.4186     | 3,900               |
| 2023-594                                | BOA Architecture                 | Design Electric Vehicle Charging Stations              | 415-80600-8061.4186     | 52,420              |
| 2023-670                                | Triad Consulting & System Design | City Facilities Security System Evaluation             | 415-80600-8061.4186     | 120,751             |
| 2023-677                                | BOA Architecture                 | Design City Hall-HR Sliding Doors                      | 415-80600-8061.4186     | 8,800               |
| 2023-755                                | R&S Overhead Doors               | PD Vehicle Access Gate Replacements                    | 415-80600-8061.4186     | 73,244              |
| <b>TOTAL CAPITAL PROJECTS FUND</b>      |                                  |                                                        |                         | <b>\$ 1,607,398</b> |
| <b>CITY CENTRAL SERVICES FUND - 711</b> |                                  |                                                        |                         |                     |
| 2023-646                                | BP Ford of Long Beach            | Rebuild Engine - Unit #665                             | 711-70621-7634.4156_100 | \$ 8,961            |
| 2023-647                                | BP Ford of Long Beach            | Rebuild Engine - Unit #606                             | 711-70621-7634.4156_100 | 9,220               |
| 2023-648                                | BP Ford of Long Beach            | Repair Transmission - Unit #615                        | 711-70621-7634.4186     | 5,489               |
| <b>TOTAL CITY CENTRAL SERVICES FUND</b> |                                  |                                                        |                         | <b>\$ 23,670</b>    |
| <b>INFORMATION SYSTEMS FUND - 713</b>   |                                  |                                                        |                         |                     |
| 2022-266                                | ADS Consulting Group Inc         | Disaster Recovery Planning and Testing                 | 713-40605.4189_015      | \$ 12,672           |
| <b>TOTAL INFORMATION SYSTEMS FUND</b>   |                                  |                                                        |                         | <b>\$ 12,672</b>    |
| <b>CAPITAL REPLACEMENT FUND - 721</b>   |                                  |                                                        |                         |                     |
| 2022-348                                | MVP Security Systems, Inc        | ID Badge and Access Credential Modernization           | 721-95100.4304_100      | \$ 6,555            |
| 2023-559                                | KMBS USA                         | Multi-Function Printer/Scanners(8)                     | 721-95100.4304_100      | 16,548              |
| 2023-674                                | RingCentral                      | Cloud Based Phone System                               | 721-95100.4304_100      | 14,553              |
| 2022-524                                | MVP Security Systems, Inc        | Security Camera and Door Access Installation at PD     | 721-95200.4305_300      | 21,556              |
| 2023-672                                | AJ Kirkwood & Assoc Inc          | Police Department Jail Fire-Smoke Alarm & Panic Alarm  | 721-95300.4305_200      | 25,319              |
| 2023-320                                | Dana Safety Supply               | Upfit 2022 Chevy Malibu(3)                             | 721-95500.4307_400      | 4,207               |
| 2023-345                                | National Auto Fleet Group        | Upfit PD Chevy Malibu(2)                               | 721-95500.4307_400      | 61,445              |
| 2023-406                                | Doosan Industrial Vehicle        | Forklift(1)                                            | 721-95500.4307_400      | 28,479              |
| 2023-415                                | National Auto Fleet Group        | PD Ford Inceptor(1)                                    | 721-95500.4307_400      | 72,481              |
| 2023-557                                | National Auto Fleet Group        | PD Chevy Malibu(1)                                     | 721-95500.4307_400      | 30,722              |
| 2023-726                                | Proforce Law Enforcement         | Colt Rifle(1)                                          | 721-95500.4307_500      | 1,053               |
| <b>TOTAL CAPITAL REPLACEMENT FUND</b>   |                                  |                                                        |                         | <b>\$ 282,918</b>   |
| <b>TOTAL CITY</b>                       |                                  |                                                        |                         | <b>\$ 3,686,450</b> |

**CITY OF CYPRESS  
CONTINUING OPERATING TRANSFERS AND GRANT REVENUE  
FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24**

**OPERATING TRANSFERS:**

| FROM                                 | TO                             | AMOUNT  |
|--------------------------------------|--------------------------------|---------|
| 111 General Fund                     | 415 City Capital Projects Fund | \$2,670 |
| 111 General Fund                     | 721 Equipment Replacement Fund | 10,540  |
| 231 Gas Tax 2105 Fund                | 111 General Fund               | 313,115 |
| 232 Gas Tax 2106 Fund                | 415 City Capital Projects Fund | 184,519 |
| 233 Gas Tax 2107/2107.5 Fund         | 111 General Fund               | 433,765 |
| 236 Measure M2 Fund                  | 234 Traffic Mitigation Fund    | 119,983 |
| 236 Measure M2 Fund                  | 239 RMRA Fund                  | 310,000 |
| 236 Measure M2 Fund                  | 415 City Capital Projects Fund | 52,726  |
| 238 Gas Tax 2103 Fund                | 415 City Capital Projects Fund | 500,000 |
| 261 Storm Drainage Fund              | 721 Equipment Replacement Fund | 75,000  |
| 281 Asset Seizure - Other            | 721 Equipment Replacement Fund | 27,000  |
| 283 Asset Seizure - Treasury         | 721 Equipment Replacement Fund | 7,243   |
| 291 Cable TV PEG Fund                | 721 Equipment Replacement Fund | 35,000  |
| 416 Infrastructure Reserve Fund      | 415 City Capital Projects Fund | 280,325 |
| 760 General Liability Insurance Fund | 721 Equipment Replacement Fund | 71,744  |

**TOTAL OPERATING TRANSFERS**\$2,423,630**GRANT REVENUE:**

| FUND                    | ACCOUNT        | SOURCE                                 | AMOUNT  |
|-------------------------|----------------|----------------------------------------|---------|
| 111 General Fund        | 111-99999.3525 | CA Corrections Law Enf. (Homelessness) | 24,648  |
| 111 General Fund        | 111-99999.3525 | State LEAP Grant - Planning            | 52,384  |
| 111 General Fund        | 111-99999.3525 | State Tobacco Grant - PD SRO           | 33,610  |
| 114 General Fund Grants | 114-66195.3572 | Community Development Block Grant      | 246,907 |
| 114 General Fund Grants | 114-50183.3525 | OTS Public Safety Grant - PD           | 36,819  |
| 114 General Fund Grants | 114-50183.3525 | State Tobacco Grant - PD Overtime      | 8,932   |
| 114 General Fund Grants | 114-50183.3525 | Bulletproof Vest Program - PD          | 5,605   |

**TOTAL GRANT REVENUE**\$408,905



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

14.

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/25/2023

**SUBJECT:** Approve Cypress Recreation and Park District Continuing Appropriations from FY 2022-23 to FY 2023-24

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#### **RECOMMENDATION**

1. Appropriate \$2,715,455 in FY 2023-24 for items encumbered at June 30, 2023 as detailed in Attachment A; and
2. Appropriate \$337,880 in FY 2023-24 for the carryover of continuing appropriations as detailed in Attachment A

#### **DISCUSSION**

There are typically District activities and purchases in progress at the end of a fiscal year, the majority of which relate to capital projects. An analysis of the prior year budget is performed to determine which activities need to be carried over to the new fiscal year. Open purchase orders and programs/projects expected to be completed in the new fiscal year are recommended for re-appropriation from prior year resources. Additionally, any revenues and operating transfers related to the continuing appropriations may also be recommended for re-budgeting to properly allocate program/project resources.

The appropriations associated with each budget lapse at fiscal year-end unless the City Council re-establishes the appropriation. The carryover, or re-budgeting, of encumbrances and continuing appropriations represents previously approved purchases, plans, or projects as summarized in Attachment A. If the proposed encumbrances and continuing appropriations were not carried over into FY 2023-24, sufficient appropriations would not exist to fund both the continued projects and the new projects approved in the FY 2023-24 budget.

**BUDGET IMPACT**

The recommended carryover, or re-budgeting, of encumbrances and continuing appropriations represents previously approved purchases and projects included in the FY 2022-23 budget. Projected fund balance amounts included in the FY 2023-24 budget are not impacted since the carried over activities have been budgeted previously and were expected to be fully expended prior to June 30, 2023.

**LEGAL REVIEW**

None required.

**APPROVED BY:**

Peter Grant, City Manager

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**Attachments**

Attachment A - Carryover Encumbrances and Appropriations from FY 2022-23 to FY 2023-24

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# CYPRESS RECREATION AND PARK DISTRICT

## CARRYOVER ENCUMBRANCES FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24

| <u>VENDOR (PO NUMBER)</u>               | <u>ACTIVITY</u>                            | <u>ACCOUNT<br/>NUMBER</u> | <u>AMOUNT</u>       |
|-----------------------------------------|--------------------------------------------|---------------------------|---------------------|
| <u>GENERAL FUND</u>                     |                                            |                           |                     |
| Horizons Construction (2021-435)        | Construct/Lexington Park                   | 212-80700-8071.4186       | \$ 206,642          |
| BOA Architecture (2022-437)             | Design/HVAC Replacement/Community Cent     | 212-80700-8071.4186       | 4,500               |
| Moore Iaconfano Goltsman (2022-630)     | Design/Arnold Cypress Park Rehabilitation  | 212-80700-8071.4186       | 410,839             |
| BOA Architecture (2022-702)             | Design/Roof Replacement/Community Center   | 212-80700-8071.4186       | 7,500               |
| BOA Architecture (2022-720)             | Design/Senior Center Improvements          | 212-80700-8071.4186       | 2,140               |
| Bon Air (2023-237)                      | Construct/HVAC and Roof/Community Center   | 212-80700-8071.4186       | 753,000             |
| Ardurra Group (2023-276)                | Inspect/HVAC and Roof/Community Center     | 212-80700-8071.4186       | 77,800              |
| Griffin Structures (2023-591)           | Support Services/Arnold Cypress Park Rehat | 212-80700-8071.4186       | 7,653               |
| Interis (2023-617)                      | Fiber Optic Design/Arnold Cypress Park Reh | 212-80700-8071.4186       | 1,452               |
| Triad Consulting (2023-637)             | Design/OK Park Security Improvements       | 212-80700-8071.4186       | 11,278              |
| Triad Consulting (2023-645)             | Design/Arnold Cypress Park Security        | 212-80700-8071.4186       | 17,513              |
| Main Electric Supply (2023-685)         | Portable Power Boxes/Lexington Park        | 212-80700-8071.4186       | 15,975              |
| Genesis Builders (2023-757)             | Construct/Senior Center Improvements       | 212-80700-8071.4186       | 1,033,000           |
| Ardurra Group (2023-758)                | Inspect/Senior Center Improvements         | 212-80700-8071.4186       | 131,786             |
| Roberson Industries (2023-780)          | Playground Resurfacing/Mackay Park         | 212-80700-8071.4186       | 31,688              |
| <b>TOTAL-GENERAL FUND</b>               |                                            |                           | <b>\$ 2,712,766</b> |
| <u>CAPITAL REPLACEMENT FUND</u>         |                                            |                           |                     |
| Western Pacific Distributors (2023-773) | Ice Machine - Senior Center                | 725-95300.4310_200        | \$ 2,689            |
| <b>TOTAL-CAPITAL REPLACEMENT FUND</b>   |                                            |                           | <b>\$ 2,689</b>     |
| <b>TOTAL-CARRYOVER ENCUMBRANCES</b>     |                                            |                           | <b>\$ 2,715,455</b> |

## CARRYOVER APPROPRIATIONS FROM FISCAL YEAR 2022-23 TO FISCAL YEAR 2023-24

| <u>PURPOSE</u>                         | <u>ACTIVITY</u>                      | <u>ACCOUNT<br/>NUMBER</u> | <u>AMOUNT</u>     |
|----------------------------------------|--------------------------------------|---------------------------|-------------------|
| <u>GENERAL FUND</u>                    |                                      |                           |                   |
| Oxford Academy Marquee                 | Contract Services - Public           | 212-90301.4188_100        | \$ 20,000         |
| City-Wide Park Enhancements            | Capital Project - Park Facilities    | 212-80700-8071.4186       | 54,262            |
| Arnold Cypress Park                    | Capital Project - Park Facilities    | 212-80700-8071.4186       | 28,442            |
| Oak Knoll Park Security Improvements   | Capital Project - Park Facilities    | 212-80700-8071.4186       | 226,676           |
| <b>TOTAL-GENERAL FUND</b>              |                                      |                           | <b>\$ 329,380</b> |
| <u>CAPITAL REPLACEMENT FUND</u>        |                                      |                           |                   |
| Replacement Tables - Senior Center     | Capital Outlay - Equipment/Furniture | 725-95300.4310_200        | \$ 8,500          |
| <b>TOTAL-CAPITAL REPLACEMENT FUND</b>  |                                      |                           | <b>\$ 8,500</b>   |
| <b>TOTAL- CARRYOVER APPROPRIATIONS</b> |                                      |                           | <b>\$ 337,880</b> |



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

15.

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/25/2023

**SUBJECT:** Receive and File the Investment Report for the Month Ended August 31, 2023

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#### **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 August 31, 2023, the City had \$198.1 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 3.97%. 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 August 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 tend to result in limited yields on City investments.
4. Interfund Investments - Shows all authorized and outstanding loans between City funds. The loans from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund relate to the construction of Lexington Park and the rehabilitation

of Arnold Cypress 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 ability for the trust to invest in more diverse assets which have the potential to yield higher rates of return over the long-term.

As mentioned previously, the City had \$198.1 million (current market value) in cash and investments at August 31, 2023. The investments included Federal Agencies and US Treasuries Debt (\$139.1 million) and Investment Pools (\$45.3). The City's bank accounts held \$13.7 million on August 31, 2023.

A portion 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 provides a competitive yield, liquidity and investment diversification and management that would otherwise be unavailable to a single entity.

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

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#### **Attachments**

Investment Report for the Month Ended August 31, 2023

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# City of Cypress

## Summary of Cash and Investments

As of August 31, 2023

| Type                                | Description                  | Bank/Agent              | Investment |               | Interest |                          | Current Market           |  |
|-------------------------------------|------------------------------|-------------------------|------------|---------------|----------|--------------------------|--------------------------|--|
|                                     |                              |                         | Date       | Maturity Date | Rate     | Carrying Value           | Value (2)                |  |
| (1) Ckg                             | General Operating Account    | Bank of the West        |            | 9/1/2023      | -        | \$ 13,692,772.42         | \$ 13,692,772.42         |  |
| Pool                                | Local Agency Investment Fund | State Treasurer         |            | 9/1/2023      | 3.434    | 22,000,000.00            | 21,666,226.98            |  |
| Pool                                | Local Agency Investment Fund | State Treasurer         |            | 9/1/2023      | 3.434    | 24,000,000.00            | 23,635,883.98            |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 2/21/2023  | 8/21/2024     | 4.875    | 10,000,000.00            | 9,948,900.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 10/27/2022 | 10/17/2024    | 4.620    | 5,000,000.00             | 4,948,400.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 1/10/2023  | 1/10/2025     | 4.310    | 3,010,800.00             | 2,970,150.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 3/22/2021  | 3/17/2025     | 0.700    | 4,000,000.00             | 3,726,960.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 1/13/2023  | 1/13/2026     | 4.000    | 2,000,000.00             | 1,965,380.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 3/2/2023   | 3/2/2026      | 4.478    | 5,003,000.00             | 4,969,750.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 6/23/2023  | 6/23/2026     | 4.820    | 5,000,000.00             | 4,963,900.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 6/6/2023   | 6/6/2028      | 5.850    | 5,000,000.00             | 4,958,500.00             |  |
| FFCB                                | Federal Farm Credit Bank     | Bank of the West        | 6/30/2023  | 6/30/2028     | 5.000    | 5,000,000.00             | 4,918,350.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 5/9/2022   | 11/9/2023     | 2.611    | 5,000,000.00             | 4,974,050.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 5/16/2022  | 2/16/2024     | 2.651    | 4,500,000.00             | 4,441,140.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 2/27/2023  | 2/27/2024     | 5.125    | 10,000,000.00            | 9,986,000.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 4/28/2022  | 4/19/2024     | 2.749    | 3,000,000.00             | 2,961,420.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 5/27/2021  | 2/27/2025     | 0.660    | 3,000,000.00             | 2,797,320.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 3/20/2023  | 6/20/2025     | 5.379    | 5,000,000.00             | 4,966,350.00             |  |
| FHLB                                | Federal Home Loan Bank       | Bank of the West        | 6/26/2023  | 6/26/2026     | 5.350    | 4,815,000.00             | 4,771,039.05             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 7/28/2022  | 12/30/2024    | 3.350    | 4,000,000.00             | 3,894,520.00             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 1/30/2023  | 1/27/2025     | 5.000    | 10,000,000.00            | 9,898,500.00             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 9/21/2022  | 3/31/2025     | 4.320    | 5,000,000.00             | 4,911,050.00             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 5/11/2023  | 5/9/2025      | 5.299    | 8,550,000.00             | 8,482,198.50             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 6/6/2023   | 6/6/2025      | 5.320    | 5,000,000.00             | 4,959,900.00             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 9/30/2022  | 9/30/2025     | 4.750    | 5,000,000.00             | 4,925,250.00             |  |
| FHLMC                               | Freddie Mac                  | Bank of the West        | 3/13/2023  | 3/13/2026     | 5.625    | 10,000,000.00            | 9,932,600.00             |  |
| TSY                                 | US Treasury Bill             | Bank of the West        | 6/2/2023   | 11/30/2023    | 5.307    | 9,743,583.33             | 9,867,100.00             |  |
| TSY                                 | US Treasury Bill             | Bank of the West        | 7/28/2022  | 2/15/2024     | 2.957    | 3,995,943.57             | 3,950,920.00             |  |
| Ckg                                 | Worker's Comp Account        | Bank of the West        |            | 9/1/2023      | -        | 50,000.00                | 50,000.00                |  |
| Ckg                                 | Liability Account            | California Bank & Trust |            | 9/1/2023      | -        | 8,500.00                 | 8,500.00                 |  |
|                                     |                              |                         |            |               |          | <u>\$ 200,369,599.32</u> | <u>\$ 198,143,030.93</u> |  |
| Average Weighted Yield to Maturity: |                              |                         | 3.97%      |               |          |                          |                          |  |
| Average Weighted Days to Maturity:  |                              |                         | 424.25     |               |          |                          |                          |  |

(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

|                  |                                  | 6/30/2023             | +RECEIPTS           | (DISBURSEMENTS)        | 7/31/2023             | +RECEIPTS           | (DISBURSEMENTS)       | 8/31/2023             |
|------------------|----------------------------------|-----------------------|---------------------|------------------------|-----------------------|---------------------|-----------------------|-----------------------|
| GENERAL          |                                  |                       |                     |                        |                       |                     |                       |                       |
| 111/114          | GENERAL FUND/GENERAL FUND-GRANTS | \$ 31,682,443         | \$ 3,319,729        | \$ (5,612,813)         | \$ 29,389,359         | \$ 4,559,106        | \$ (5,071,050)        | \$ 28,877,415         |
| SPECIAL REVENUE  |                                  |                       |                     |                        |                       |                     |                       |                       |
| 115              | PANDEMIC RELIEF                  | 6,276                 | -                   | -                      | 6,276                 | -                   | -                     | 6,276                 |
| 212              | CRPD-GENERAL FUND                | 16,118,862            | 228,568             | (634,264)              | 15,713,166            | 229,381             | (523,325)             | 15,419,222            |
| 213              | CRPD-PARK DEVELOPMENT            | 5                     | 885                 | -                      | 890                   | 3,267               | -                     | 4,157                 |
| 221              | TRAFFIC SAFETY                   | (3)                   | -                   | (4,539)                | (4,542)               | 7,967               | -                     | 3,425                 |
| 230              | STREETS                          | 8,995,116             | 223,887             | (90,333)               | 9,128,670             | 392,337             | (29,761)              | 9,491,246             |
| 251              | LIGHTING DISTRICT #2             | 5,894,488             | 36,805              | (115,498)              | 5,815,795             | 41,497              | (98,519)              | 5,758,773             |
| 261              | STORM DRAIN                      | 1,934,113             | 280,991             | (10,541)               | 2,204,563             | 38,650              | (54,260)              | 2,188,953             |
| 262              | PLANNED LOCAL DRAINAGE FACILITY  | 1,067,278             | 1,807               | -                      | 1,069,085             | 6,672               | -                     | 1,075,757             |
| 271              | CORP CNTR MAINT DISTRICT #1      | 193,951               | -                   | (12,998)               | 180,953               | -                   | (1,264)               | 179,689               |
| 280              | ASSET SEIZURE                    | 1,342,601             | 2,259               | (9,541)                | 1,335,319             | 8,343               | (7,558)               | 1,336,104             |
| 291              | CABLE TV FRANCHISE AGREEMENT     | 760,472               | -                   | -                      | 760,472               | 17,923              | -                     | 778,395               |
| 301              | SUPPLEMENTAL LAW ENFORCEMENT     | 2,313                 | 129                 | (9,582)                | (7,140)               | -                   | (9,635)               | (16,775)              |
| 321              | SEWER FUND                       | 7,526,525             | 155,351             | (53,238)               | 7,628,638             | 197,755             | (103,038)             | 7,723,355             |
| 471              | LOW AND MODERATE HSG ASSET       | 19,620                | 1,377               | (2,146)                | 18,851                | 330                 | (1,173)               | 18,007                |
| CAPITAL PROJECTS |                                  |                       |                     |                        |                       |                     |                       |                       |
| 415              | CITY CAPITAL PROJECTS            | 16,100,592            | 1,550,000           | (52,814)               | 17,597,778            | -                   | (100,559)             | 17,497,219            |
| 416              | INFRASTRUCTURE RESERVE           | 71,769,686            | 149,491             | (4,635)                | 71,914,542            | 548,180             | -                     | 72,462,722            |
| TRUST AND AGENCY |                                  |                       |                     |                        |                       |                     |                       |                       |
| 600              | TRUST AND AGENCY                 | 1,381,060             | 49,435              | (77,071)               | 1,353,424             | 106,322             | (13,259)              | 1,446,487             |
| 611              | BUSINESS ASSESSMENT DISTRICT     | 5                     | 10                  | -                      | 15                    | 37                  | -                     | 52                    |
| 612              | CFD #1 ASSESSMENT DISTRICT       | 153,575               | -                   | -                      | 153,575               | -                   | -                     | 153,575               |
| 620              | REC & COMM SERVICES FOUNDATION   | 33,569                | 939                 | (1,147)                | 33,361                | 208                 | (383)                 | 33,186                |
| INTERNAL SERVICE |                                  |                       |                     |                        |                       |                     |                       |                       |
| 710              | CENTRAL SERVICES                 | 3,947,155             | 239,324             | (179,127)              | 4,007,352             | 233,498             | (381,851)             | 3,858,999             |
| 720              | CAPITAL REPLACEMENT              | 15,719,109            | 63,148              | (9,717)                | 15,772,540            | 64,444              | (111,275)             | 15,725,709            |
| 730              | TECHNOLOGY IMPROVEMENT           | 2,273,110             | -                   | -                      | 2,273,110             | -                   | -                     | 2,273,110             |
| 750              | EMPLOYEE BENEFITS                | 5,551,676             | 1,350,291           | (5,289,453)            | 1,612,514             | 1,265,886           | (767,037)             | 2,111,363             |
| 760              | LIABILITY SELF INSURANCE         | 2,257,280             | 51,126              | -                      | 2,308,406             | 51,126              | (486,383)             | 1,873,149             |
| 770              | WORKERS COMP SELF INSURANCE      | 3,416,332             | 60,811              | (37,063)               | 3,440,080             | 90,841              | (211,501)             | 3,319,420             |
| OTHER            |                                  |                       |                     |                        |                       |                     |                       |                       |
| 811/812          | WESTCOMM JPA                     | 4,051,636             | 859,978             | (475,770)              | 4,435,844             | 448,473             | (340,276)             | 4,544,041             |
|                  |                                  | <u>\$ 202,198,845</u> | <u>\$ 8,626,341</u> | <u>\$ (12,682,290)</u> | <u>\$ 198,142,896</u> | <u>\$ 8,328,855</u> | <u>\$ (8,328,719)</u> | <u>\$ 198,143,031</u> |

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of August 31, 2023

| Investments | 1 day<br>to<br>180 days | 181 days<br>to<br>1 year | 1 year<br>to<br>2 years | 2 years<br>to<br>3 years | 3 years<br>to<br>4 years | 4 years<br>to<br>5 years | 5+ years | Totals         | Percent |
|-------------|-------------------------|--------------------------|-------------------------|--------------------------|--------------------------|--------------------------|----------|----------------|---------|
| CASH        | \$ 13,751,272           | \$ -                     | \$ -                    | \$ -                     | \$ -                     | \$ -                     | \$ -     | \$ 13,751,272  | 6.94%   |
| FFCB        | -                       | 9,948,900                | 11,645,510              | 11,899,030               | -                        | 9,876,850                | -        | 43,370,290     | 21.89%  |
| FHLB        | 19,401,190              | 2,961,420                | 7,763,670               | 4,771,039                | -                        | -                        | -        | 34,897,319     | 17.61%  |
| FREDDIE MAC | -                       | -                        | 32,146,169              | 14,857,850               | -                        | -                        | -        | 47,004,019     | 23.72%  |
| STATE POOL  | 45,302,111              | -                        | -                       | -                        | -                        | -                        | -        | 45,302,111     | 22.86%  |
| TSY         | 13,818,020              | -                        | -                       | -                        | -                        | -                        | -        | 13,818,020     | 6.97%   |
| Totals      | \$ 92,272,593           | \$ 12,910,320            | \$ 51,555,349           | \$ 31,527,919            | \$ -                     | \$ 9,876,850             | \$ -     | \$ 198,143,031 | 100.00% |
| Percent     | 46.57%                  | 6.52%                    | 26.02%                  | 15.91%                   | 0.00%                    | 4.98%                    | 0.00%    | 100.00%        |         |

# CITY OF CYPRESS INTERFUND INVESTMENTS

**As of August 31, 2023**

| Note No. | Note Outstanding |      | Issue Date | Maturity Date | Interest Rate | Authorized Amount | Note Principal Outstanding * |
|----------|------------------|------|------------|---------------|---------------|-------------------|------------------------------|
|          | To               | From |            |               |               |                   |                              |
| 2        | CRPD             | City | 02/08/21   | 06/30/25      | LAIF          | \$ 12,800,000     | \$ 4,298,294                 |
| 3        | CRPD             | City | 02/13/23   | 06/30/25      | LAIF          | \$ 1,275,000      | \$ 742,891                   |

Total Interfund Investments

|              |
|--------------|
| \$ 5,041,185 |
|--------------|

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 \$12,291,961, and repayments to date total \$7,993,667.

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 \$742,891.

\* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2022-23 transactions.

**City of Cypress**  
**Summary of Cash and Investments Held In Trust**

**As of August 31, 2023**

| <u>Fund</u>                                                       | <u>Type</u>   | <u>Issuer</u> | <u>Maturity<br/>Date</u> | <u>One Year<br/>Return *</u> | <u>Cost Amount</u>             | <u>Current Market<br/>Value</u> |
|-------------------------------------------------------------------|---------------|---------------|--------------------------|------------------------------|--------------------------------|---------------------------------|
| <b><i>PARS Public Agencies Post-Employment Benefits Trust</i></b> |               |               |                          |                              |                                |                                 |
| <b><i>Trustee: Public Agency Retirement Services (PARS)</i></b>   |               |               |                          |                              |                                |                                 |
| Section 115 Trust                                                 | Pension Trust | Various       | Open                     | 4.32%                        | <u>\$ 20,540,000.00</u>        | <u>\$ 23,035,432.00</u>         |
|                                                                   |               |               | Total                    |                              | <u><u>\$ 20,540,000.00</u></u> | <u><u>\$ 23,035,432.00</u></u>  |

\* 12-month period ending with the current month.



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

16.

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/25/2023

**SUBJECT:** Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of August 12, 2023 through September 8, 2023

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#### **RECOMMENDATION**

Receive and file the attached payment register summarized below for the period of August 12, 2023 through September 8, 2023:

- Electronic Funds Transfers 13575 through 13733
- Warrants 63232 through 63459
- Payroll Transfers W1509 through W1510

#### **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 presented monthly 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 August 12, 2023 through September 8, 2023 are \$4,687,875.34.

#### **LEGAL REVIEW**

None required.

**APPROVED BY:**

Peter Grant, City Manager

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**Attachments**

Payment Register for the Period 08-12-23 through 09-08-23

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**City of Cypress**  
**Payment Register**  
**08/12/23-09/08/23**

| EFT/ Warrant Number | Vendor                                                | Payment Amount | Description                                           | Invoice        | Invoice Amount |
|---------------------|-------------------------------------------------------|----------------|-------------------------------------------------------|----------------|----------------|
| 13575               | 1480 - ARCO BUSINESS SOLUTIONS                        | \$ 18,148.78   | Fuel/Police 7/3-8/2                                   | NP64841780(D)  | \$ -           |
| 13576               | 1480 - ARCO BUSINESS SOLUTIONS                        | \$ 2,338.75    | Fuel/Maint 7/3-8/2                                    | NP64841780(B)  | \$ 2,338.75    |
| 13577               | 1480 - ARCO BUSINESS SOLUTIONS                        | \$ 32.94       | Fuel/Engineering 7/3-8/2                              | NP64841780(A)  | \$ 32.94       |
| 13578               | 1480 - ARCO BUSINESS SOLUTIONS                        | \$ 238.85      | Fuel/Recreation 7/3-8/2                               | NP64841780(C)  | \$ 238.85      |
| 13579               | 1480 - ARCO BUSINESS SOLUTIONS                        | \$ 136.08      | Fuel/Community Development 7/3-8/2                    | NP64841780     | \$ 136.08      |
| 13580               | 120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS | \$ 11,155.00   | Monthly Retiree Health Savings 8/23                   | 8/23           | \$ 11,155.00   |
| 13581               | 120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS | \$ 1,200.00    | Deferred Comp/Exec Mgmt 8/23                          | 401a-8/23      | \$ 1,200.00    |
| 13582               | 2303 - NEBRIDA, KATHERINE                             | \$ 108.00      | Refund/Permit #BS-23-1237                             | Rfd 8/18/23    | \$ 108.00      |
| 13583               | 1608 - ALARM PROGRAM SYSTEMS, LLC                     | \$ 11,959.02   | PD Svc/Alarm Permit & False Alarm Collections 6/23    | 6/23           | \$ 11,959.02   |
| 13584               | 2304 - HERNANDEZ, OSCAR                               | \$ 40.00       | Refund/Citation #CP475402                             | Rfd 8/1/23     | \$ 40.00       |
| 13585               | 2170 - US BANK                                        | \$ 82.70       | Supplies/Sr Center 30th Anniversary 6/15              | 1313 8/7/23    | \$ 82.70       |
| 13586               | 2170 - US BANK                                        | \$ 17.34       | Supplies/Sr Center Resource Fair 6/15                 | 1313(A) 8/7/23 | \$ 17.34       |
| 13587               | 2170 - US BANK                                        | \$ 251.26      | Food/Sr Center 30th Anniversary 6/15                  | 1313(B) 8/7/23 | \$ 251.26      |
| 13588               | 2170 - US BANK                                        | \$ 30.19       | Binders(4)/Sr Center 6/20                             | 1313(C) 8/7/23 | \$ 30.19       |
| 13589               | 2170 - US BANK                                        | \$ 30.76       | Pens(5)/Laminating Pouches(50)/Sr Center 6/21         | 1313(D) 8/7/23 | \$ 30.76       |
| 13590               | 2170 - US BANK                                        | \$ 31.70       | Binders(2)/Calendar(1)/Sr Center 6/21                 | 1313(E) 8/7/23 | \$ 31.70       |
| 13591               | 2170 - US BANK                                        | \$ 1.90        | Movie Rental(1)/Sr Center 6/21                        | 1313(F) 8/7/23 | \$ 1.90        |
| 13592               | 2170 - US BANK                                        | \$ 41.96       | Food/Playground/Kids Night Out 6/16                   | 1857 8/7/23    | \$ 41.96       |
| 13593               | 2170 - US BANK                                        | \$ 323.08      | PD Hard Drives(2)/CIB 6/15                            | 2957 8/7/23    | \$ 323.08      |
| 13594               | 2170 - US BANK                                        | \$ 161.58      | PD Hard Drives(3)/CIB 6/15                            | 2957(A) 8/7/23 | \$ 161.58      |
| 13595               | 2170 - US BANK                                        | \$ 8.70        | W/C Sub/Business Analytics/Reporting Software 6/7-7/6 | 3874 8/7/23    | \$ 8.70        |

**City of Cypress  
Payment Register  
08/12/23-09/08/23**

| EFT/ Warrant<br>Number | Vendor         | Payment Amount | Description                                                   | Invoice         | Invoice Amount |
|------------------------|----------------|----------------|---------------------------------------------------------------|-----------------|----------------|
| 13596                  | 2170 - US BANK | \$ 790.00      | Reg/Int'l City Manager Assoc Conference/PG 9/30-10/4          | 7052 8/7/23     | \$ 790.00      |
| 13597                  | 2170 - US BANK | \$ (274.06)    | PD Credit/Hotel/Supervisory Leadership Institute/JO 6/14      | 8179 8/7/23     | \$ (274.06)    |
| 13598                  | 2170 - US BANK | \$ 411.09      | PD Hotel/Supervisory Leadership Institute/JO 6/15-6/16        | 8179(A) 8/7/23  | \$ 411.09      |
| 13599                  | 2170 - US BANK | \$ 274.06      | PD Hotel Deposit/Supervisory Leadership Institute/JO 6/14     | 8179(B) 8/7/23  | \$ 274.06      |
| 13600                  | 2170 - US BANK | \$ 400.00      | PD Reg/Narcotics Investigation Training/CP & HM 6/19-6/30     | 8179(C) 8/7/23  | \$ 400.00      |
| 13601                  | 2170 - US BANK | \$ (2,582.26)  | Reverse/Citywide Credit Card Charges/Statement Ending 7/13/23 | 8/7/23          | \$ (2,582.26)  |
| 13602                  | 2170 - US BANK | \$ 20.41       | Postage/Police Tests Returned/HR 7/7                          | 0205 7/24/23    | \$ 20.41       |
| 13603                  | 2170 - US BANK | \$ 19.68       | W/C Data Storage/Amazon Cloud 6/23                            | 0781 7/24/23    | \$ 19.68       |
| 13604                  | 2170 - US BANK | \$ 32.69       | Food/Council Meeting 6/12                                     | 1293 7/24/23    | \$ 32.69       |
| 13605                  | 2170 - US BANK | \$ 112.33      | Dinner/Loft Grill/Council Meeting 6/12                        | 1293(A) 7/24/23 | \$ 112.33      |
| 13606                  | 2170 - US BANK | \$ 410.51      | Imprinted Cooler Bags(50)/Mayor's Giveaways 6/20              | 1293(B) 7/24/23 | \$ 410.51      |
| 13607                  | 2170 - US BANK | \$ 19.99       | Supplies/Council Meetings 6/20                                | 1293(C) 7/24/23 | \$ 19.99       |
| 13608                  | 2170 - US BANK | \$ 100.00      | Sub/Mailchimp Email Distribution/Admin 6/23                   | 1293(D) 7/24/23 | \$ 100.00      |
| 13609                  | 2170 - US BANK | \$ 102.34      | Dinner/Red Robin/Council Meeting 6/26                         | 1293(E) 7/24/23 | \$ 102.34      |
| 13610                  | 2170 - US BANK | \$ 258.51      | Supplies/Council Meetings/Bottled Water(80)/HR 6/27           | 1293(F) 7/24/23 | \$ 258.51      |
| 13611                  | 2170 - US BANK | \$ 400.00      | Dues/CA City Manager Foundation/PG 7/1/23-6/30/24             | 1293(G) 7/24/23 | \$ 400.00      |
| 13612                  | 2170 - US BANK | \$ 400.00      | Sub/Later/Social Media Management/Admin 7/6/23-7/6/24         | 1293(H) 7/24/23 | \$ 400.00      |
| 13613                  | 2170 - US BANK | \$ 100.00      | Reg/OC Forum Luncheon/PG 8/3                                  | 1293(I) 7/24/23 | \$ 100.00      |
| 13614                  | 2170 - US BANK | \$ 203.88      | Sub/Dropbox/Shared Access Storage 7/8/23-7/8/24               | 1293(J) 7/24/23 | \$ 203.88      |
| 13615                  | 2170 - US BANK | \$ 34.46       | Employee of the Month Pins(50)/Recreation 6/29                | 1504 7/24/23    | \$ 34.46       |
| 13616                  | 2170 - US BANK | \$ 64.78       | Supplies/Playground 7/3                                       | 1504(A) 7/24/23 | \$ 64.78       |

**City of Cypress  
Payment Register  
08/12/23-09/08/23**

| EFT/ Warrant<br>Number | Vendor         | Payment Amount | Description                                                     | Invoice         | Invoice Amount |
|------------------------|----------------|----------------|-----------------------------------------------------------------|-----------------|----------------|
| 13617                  | 2170 - US BANK | \$ 12.90       | Supplies/Day Camp 7/6                                           | 1504(B) 7/24/23 | \$ 12.90       |
| 13618                  | 2170 - US BANK | \$ 10.99       | Food/Day Camp 7/6                                               | 1504(C) 7/24/23 | \$ 10.99       |
| 13619                  | 2170 - US BANK | \$ 96.69       | Supplies/Day Camp 7/10                                          | 1504(D) 7/24/23 | \$ 96.69       |
| 13620                  | 2170 - US BANK | \$ 168.21      | Supplies/Playground 7/10                                        | 1504(E) 7/24/23 | \$ 168.21      |
| 13621                  | 2170 - US BANK | \$ 169.47      | PD Portable Air Compressor(1)/Range 6/15                        | 2499 7/24/23    | \$ 169.47      |
| 13622                  | 2170 - US BANK | \$ 17.50       | PD Band-aids(200)/Patrol 7/11                                   | 2499(A) 7/24/23 | \$ 17.50       |
| 13623                  | 2170 - US BANK | \$ 34.47       | PD White Boards(3)/Volunteers Office 7/11                       | 2499(B) 7/24/23 | \$ 34.47       |
| 13624                  | 2170 - US BANK | \$ 215.40      | PD Camera Cases(10)/Investigations 7/11                         | 2499(D) 7/24/23 | \$ 215.40      |
| 13625                  | 2170 - US BANK | \$ 23.12       | PD White Board Markers(36)/Investigations 7/11                  | 2499(C) 7/24/23 | \$ 23.12       |
| 13626                  | 2170 - US BANK | \$ 232.80      | Sub/Microsoft Teams/Video Conferencing/Comm Dev 6/8/23-6/7/24   | 2518 7/24/23    | \$ 232.80      |
| 13627                  | 2170 - US BANK | \$ 150.00      | Sub/Property Data/Code Enforcement & Planning 6/23              | 2518(A) 7/24/23 | \$ 150.00      |
| 13628                  | 2170 - US BANK | \$ 400.00      | Job Ad/CA Society of Muni Finance Officers/Accounting Supv 7/6  | 2873 7/24/23    | \$ 400.00      |
| 13629                  | 2170 - US BANK | \$ 182.34      | PD Laptop Cases(9)/Investigations 6/29                          | 4142 7/24/23    | \$ 182.34      |
| 13630                  | 2170 - US BANK | \$ 92.09       | PD Dog Food(1 Bag)/Bono 7/2                                     | 4289 7/24/23    | \$ 92.09       |
| 13631                  | 2170 - US BANK | \$ 324.34      | PD Uniform/MPham 6/28                                           | 4691 7/24/23    | \$ 324.34      |
| 13632                  | 2170 - US BANK | \$ 47.40       | Supplies/Concert on the Green 6/29                              | 5166 7/24/23    | \$ 47.40       |
| 13633                  | 2170 - US BANK | \$ 25.85       | Supplies/Concert on the Green 6/29                              | 5166(A) 7/24/23 | \$ 25.85       |
| 13634                  | 2170 - US BANK | \$ 424.00      | Fee/PO Box 609 7/1/23-6/30/24                                   | 5350 7/24/23    | \$ 424.00      |
| 13635                  | 2170 - US BANK | \$ 203.64      | CCTV Recorder(1)/City Hall Lobby/Exterior 6/16                  | 5350(A) 7/24/23 | \$ 203.64      |
| 13636                  | 2170 - US BANK | \$ 193.92      | Hard Drives(2)/IT 6/19                                          | 5350(B) 7/24/23 | \$ 193.92      |
| 13637                  | 2170 - US BANK | \$ 260.00      | Dues/Municipal Information Systems Assoc/AS & RS 7/1/23-6/30/24 | 5350(C) 7/24/23 | \$ 260.00      |

**City of Cypress  
Payment Register  
08/12/23-09/08/23**

| EFT/ Warrant<br>Number | Vendor         | Payment Amount | Description                                                    | Invoice         | Invoice Amount |
|------------------------|----------------|----------------|----------------------------------------------------------------|-----------------|----------------|
| 13638                  | 2170 - US BANK | \$ 203.64      | CCTV Recorder(1)/Council Chambers 6/23                         | 5350(D) 7/24/23 | \$ 203.64      |
| 13639                  | 2170 - US BANK | \$ 1,980.00    | Remote Support(3 Licenses)/IT 7/2/23-7/1/24                    | 5350(E) 7/24/23 | \$ 1,980.00    |
| 13640                  | 2170 - US BANK | \$ 1,350.00    | Reg/Municipal Information Systems Assoc Conf/AS & RS 9/24-9/27 | 5350(F) 7/24/23 | \$ 1,350.00    |
| 13641                  | 2170 - US BANK | \$ 32.83       | Supplies/IT 7/6                                                | 5350(G) 7/24/23 | \$ 32.83       |
| 13642                  | 2170 - US BANK | \$ 939.60      | PD Sub/Business Analytics/Reporting Software 6/9/23-6/8/24     | 6345 7/24/23    | \$ 939.60      |
| 13643                  | 2170 - US BANK | \$ 421.00      | PD Reg/Traffic Collision Investigation Advanced/BL 10/16-10/26 | 6557 7/27/23    | \$ 421.00      |
| 13644                  | 2170 - US BANK | \$ 389.00      | PD Reg/Traffic Collision Reconstruction/BL 11/6-11/16          | 6557(A) 7/24/23 | \$ 389.00      |
| 13645                  | 2170 - US BANK | \$ 195.00      | PD Reg/Going Paperless: Why & How/NB 9/21                      | 6557(B) 7/24/23 | \$ 195.00      |
| 13646                  | 2170 - US BANK | \$ 402.95      | PD Airfare/Supervisory Leadership Institute/JO 7/13-7/15       | 6557(C) 7/24/23 | \$ 402.95      |
| 13647                  | 2170 - US BANK | \$ 157.07      | PD Hotel Deposit/CA Homicide Investigator Conf/SR 8/15-8/18    | 6557(D) 7/24/23 | \$ 157.07      |
| 13648                  | 2170 - US BANK | \$ 157.07      | PD Hotel Deposit/CA Homicide Investigator Conf/SG 8/15-8/18    | 6557(E) 7/24/23 | \$ 157.07      |
| 13649                  | 2170 - US BANK | \$ 157.07      | PD Hotel Deposit/CA Homicide Investigator Conf/JH 8/15-8/18    | 6557(F) 7/24/23 | \$ 157.07      |
| 13650                  | 2170 - US BANK | \$ 157.07      | PD Hotel Deposit/CA Homicide Investigator Conf/DM 8/15-8/18    | 6557(G) 7/24/23 | \$ 157.07      |
| 13651                  | 2170 - US BANK | \$ 399.00      | PD Reg/CA Homicide Investigators Assoc Conf/SR 8/15-8/18       | 6557(H) 7/24/23 | \$ 399.00      |
| 13652                  | 2170 - US BANK | \$ 399.00      | PD Reg/CA Homicide Investigators Assoc Conf/SG 8/15-8/18       | 6557(I) 7/24/23 | \$ 399.00      |
| 13653                  | 2170 - US BANK | \$ 399.00      | PD Reg/CA Homicide Investigators Assoc Conf/JH 8/15-8/18       | 6557(J) 7/24/23 | \$ 399.00      |
| 13654                  | 2170 - US BANK | \$ 399.00      | PD Reg/CA Homicide Investigators Assoc Conf/DM 8/15-8/18       | 6557(K) 7/24/23 | \$ 399.00      |
| 13655                  | 2170 - US BANK | \$ 95.27       | Dust Mop Kit(1)/Youth Sports 6/28                              | 6653 7/24/23    | \$ 95.27       |
| 13656                  | 2170 - US BANK | \$ 366.20      | Watches(20)/Playground Staff 6/30                              | 6653(A) 7/24/23 | \$ 366.20      |
| 13657                  | 2170 - US BANK | \$ 191.94      | Food/Salute to America Staff 6/28                              | 6653(B) 7/24/23 | \$ 191.94      |
| 13658                  | 2170 - US BANK | \$ 13.96       | Food/Salute to America Staff 6/29                              | 6653(C) 7/24/23 | \$ 13.96       |

**City of Cypress  
Payment Register  
08/12/23-09/08/23**

| EFT/ Warrant<br>Number | Vendor         | Payment Amount | Description                                                      | Invoice         | Invoice Amount |
|------------------------|----------------|----------------|------------------------------------------------------------------|-----------------|----------------|
| 13659                  | 2170 - US BANK | \$ 41.97       |                                                                  |                 |                |
|                        |                |                | Food/Day Camp 6/29                                               | 6653(D) 7/24/23 | \$ 41.97       |
| 13660                  | 2170 - US BANK | \$ 383.02      |                                                                  |                 |                |
|                        |                |                | Imprinted Sunglasses(130)/Challenger Basketball 6/26             | 6653(E) 7/24/23 | \$ 383.02      |
| 13661                  | 2170 - US BANK | \$ 91.87       |                                                                  |                 |                |
|                        |                |                | Food/Salute to America Staff 6/29                                | 6653(F) 7/24/23 | \$ 91.87       |
| 13662                  | 2170 - US BANK | \$ 103.14      |                                                                  |                 |                |
|                        |                |                | Food/Salute to America Staff 6/30                                | 6653(G) 7/24/23 | \$ 103.14      |
| 13663                  | 2170 - US BANK | \$ 1.99        |                                                                  |                 |                |
|                        |                |                | PD Sub/One Drive/Photo Storage 6/23                              | 6696 7/24/23    | \$ 1.99        |
| 13664                  | 2170 - US BANK | \$ 31.26       |                                                                  |                 |                |
|                        |                |                | Food/City Hall Breakroom 6/19                                    | 7052 7/24/23    | \$ 31.26       |
| 13665                  | 2170 - US BANK | \$ 4.42        |                                                                  |                 |                |
|                        |                |                | Wrist Rest(1)/PG                                                 | 7052(A) 7/24/23 | \$ 4.42        |
| 13666                  | 2170 - US BANK | \$ 27.98       |                                                                  |                 |                |
|                        |                |                | Food/Recreation & Community Services Commission Meeting 6/20     | 7667 7/24/23    | \$ 27.98       |
| 13667                  | 2170 - US BANK | \$ 204.19      |                                                                  |                 |                |
|                        |                |                | PD Motor Glasses(2 Pr)/MM & EC 7/13                              | 8578 7/24/23    | \$ 204.19      |
| 13668                  | 2170 - US BANK | \$ 118.48      |                                                                  |                 |                |
|                        |                |                | Power Strips(4)/Engineering Work Stations/DC & DK & BB & ED 6/16 | 8806 7/24/23    | \$ 118.48      |
| 13669                  | 2170 - US BANK | \$ 21.53       |                                                                  |                 |                |
|                        |                |                | Sun Hats(2)/Recreation Staff 6/26                                | 9103 7/24/23    | \$ 21.53       |
| 13670                  | 2170 - US BANK | \$ 74.34       |                                                                  |                 |                |
|                        |                |                | Zoom Webcam(1)/Engineering/BB 6/22                               | 9131 7/24/23    | \$ 74.34       |
| 13671                  | 2170 - US BANK | \$ 129.27      |                                                                  |                 |                |
|                        |                |                | Wireless Keyboard/Mouse Combo(3)/KC & BB & Engineer Intern 6/23  | 9131(A) 7/24/23 | \$ 129.27      |
| 13672                  | 2170 - US BANK | \$ 70.00       |                                                                  |                 |                |
|                        |                |                | Reg/OC Traffic Engineering Council Meeting/DC & BB 6/22          | 9131(B) 7/24/23 | \$ 70.00       |
| 13673                  | 2170 - US BANK | \$ 48.05       |                                                                  |                 |                |
|                        |                |                | White Board(1)/Engineering 6/27                                  | 9131(C) 7/24/23 | \$ 48.05       |
| 13674                  | 2170 - US BANK | \$ 79.11       |                                                                  |                 |                |
|                        |                |                | PD Dog Food(1 Bag)/Kubo 6/30                                     | 9185 7/24/23    | \$ 79.11       |
| 13675                  | 2170 - US BANK | \$ 8.29        |                                                                  |                 |                |
|                        |                |                | Supplies/Concerts on the Green 6/24                              | 9213 7/24/23    | \$ 8.29        |
| 13676                  | 2170 - US BANK | \$ 45.18       |                                                                  |                 |                |
|                        |                |                | Supplies/Salute to America 6/23                                  | 9213(A) 7/24/23 | \$ 45.18       |
| 13677                  | 2170 - US BANK | \$ 10.73       |                                                                  |                 |                |
|                        |                |                | Supplies/Facility Operations/Sr Center 6/26                      | 9213(B) 7/24/23 | \$ 10.73       |
| 13678                  | 2170 - US BANK | \$ 24.77       |                                                                  |                 |                |
|                        |                |                | Supplies/Concerts on the Green 6/25                              | 9213(C) 7/24/23 | \$ 24.77       |
| 13679                  | 2170 - US BANK | \$ 386.80      |                                                                  |                 |                |
|                        |                |                | Supplies/Concerts on the Green 6/26                              | 9213(D) 7/24/23 | \$ 386.80      |

**City of Cypress  
Payment Register  
08/12/23-09/08/23**

| EFT/ Warrant<br>Number | Vendor                    | Payment Amount | Description                                         | Invoice         | Invoice Amount |
|------------------------|---------------------------|----------------|-----------------------------------------------------|-----------------|----------------|
| 13680                  | 2170 - US BANK            | \$ 39.86       |                                                     |                 |                |
|                        |                           |                | Supplies/Sr Center Movie Nights 6/29                | 9213(E) 7/24/23 | \$ 39.86       |
| 13681                  | 2170 - US BANK            | \$ 39.86       |                                                     |                 |                |
|                        |                           |                | Supplies/Concert on the Green 6/26                  | 9213(F) 7/24/23 | \$ 39.86       |
| 13682                  | 2170 - US BANK            | \$ 160.46      |                                                     |                 |                |
|                        |                           |                | Supplies/Salute to America 6/27                     | 9213(G) 7/24/23 | \$ 160.46      |
| 13683                  | 2170 - US BANK            | \$ 103.32      |                                                     |                 |                |
|                        |                           |                | Supplies/Salute To America 6/28                     | 9213(H) 7/24/23 | \$ 103.32      |
| 13684                  | 2170 - US BANK            | \$ 240.16      |                                                     |                 |                |
|                        |                           |                | Office Supplies/Sr Center 6/28                      | 9213(I) 7/24/23 | \$ 240.16      |
| 13685                  | 2170 - US BANK            | \$ 69.96       |                                                     |                 |                |
|                        |                           |                | Supplies/Salute To America 6/28                     | 9213(J) 7/24/23 | \$ 69.96       |
| 13686                  | 2170 - US BANK            | \$ 10.00       |                                                     |                 |                |
|                        |                           |                | Svc/Box/Staff Document Review/Engineering 6/29-7/28 | 9399 7/24/23    | \$ 10.00       |
| 13687                  | 2170 - US BANK            | \$ 1,800.00    |                                                     |                 |                |
|                        |                           |                | Svc/Quickbase/Bldg/Public Works 7/23                | 9399(A) 7/24/23 | \$ 1,800.00    |
| 13688                  | 145 - AUSTIN, CHERYL      | \$ 56.52       |                                                     |                 |                |
|                        |                           |                | W/C Retiree Health Care Benefits 9/23               | 9/23            | \$ 56.52       |
| 13689                  | 128744 - AYRES, RICHARD   | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13690                  | 102038 - BALDWIN, DARRELL | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13691                  | 102087 - BISH, EDWARD     | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13692                  | 100101 - BRUCE, THOMAS M  | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13693                  | 129695 - COTE, ROBERT     | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13694                  | 128938 - COX, RODNEY      | \$ 56.87       |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 56.87       |
| 13695                  | 104003 - ESSEX, CLARE     | \$ 433.92      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 433.92      |
| 13696                  | 128044 - FORNISS, DANIEL  | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13697                  | 129816 - FOSTER, SCOTT    | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13698                  | 112129 - HERNANDEZ, ALEX  | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13699                  | 100667 - LASSALLE, ISMAEL | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |
| 13700                  | 123656 - MANUEL, DEAN     | \$ 300.00      |                                                     |                 |                |
|                        |                           |                | Retiree Health Care Benefits 9/23                   | 9/23            | \$ 300.00      |

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| 13701                  | 129700 - MCSHANE, CHRIS                | \$ 232.96      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 232.96      |
| 13702                  | 2017 - MINIKUS, SCOTT                  | \$ 294.34      | Reimb/Medical Premiums 9/23                           | 9/23            | \$ 294.34      |
| 13703                  | 128832 - MORALES, PAULO                | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13704                  | 122 - MORROW, RICHARD L                | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13705                  | 129608 - OLSON, JAMES                  | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13706                  | 128784 - RAMSEY, KENNETH               | \$ 125.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 125.00      |
| 13707                  | 119027 - RAMSEY, STEVE                 | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13708                  | 180 - SWIFT, JEFF                      | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13709                  | 1024 - VALLEY VISTA SERVICES, INC      | \$ 231,080.50  | Waste Disposal Fee 7/23                               | 7/23            | \$ 231,080.50  |
| 13710                  | 105121 - VIGIL, FELIX                  | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13711                  | 129666 - WALQUIST, BRIAN               | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13712                  | 40 - WARLAND INVESTMENTS COMPANY       | \$ 37,500.00   | Development Assistance 9/23                           | 9/23            | \$ 37,500.00   |
| 13713                  | 122756 - WINTERSOLE, MICHAEL           | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13714                  | 342 - WU, ALEX                         | \$ 300.00      | Retiree Health Care Benefits 9/23                     | 9/23            | \$ 300.00      |
| 13715                  | 168 - CalPERS-Fiscal Services Division | \$ 700.00      | W/C Svc/GASB-68 Reports & Schedules 6/30/23           | 17249866        | \$ 700.00      |
| 13716                  | 168 - CalPERS-Fiscal Services Division | \$ 1,400.00    | Svc/GASB-68 Reports & Schedules 6/30/23               | 17250171        | \$ 1,400.00    |
| 13717                  | 100505 - CITY OF CYPRESS-WORKERS COMP  | \$ 1,858.92    | Workers Comp Claims/Professional Svcs/#26583-26665    | Reimb 9/1/23    | \$ 1,858.92    |
| 13718                  | 100505 - CITY OF CYPRESS-WORKERS COMP  | \$ 6,633.90    | Workers Comp Claims/Medical/#26583-26665              | Reimb(A) 9/1/23 | \$ 6,633.90    |
| 13719                  | 100505 - CITY OF CYPRESS-WORKERS COMP  | \$ 9,577.45    | Workers Comp Claims/Permanent Disability/#26583-26665 | Reimb(B) 9/1/23 | \$ 9,577.45    |
| 13720                  | 2312 - CZARNETZKI, RALPH               | \$ 9,924.00    | Refund/Sewer Connect Fees/Building Permit #BS-23-591  | Rfd 9/1/23      | \$ 9,924.00    |
| 13721                  | 2310 - FRERICHs, GENE                  | \$ 2,374.00    | Refund/Recycling Deposit/CDD-22-121/8121 Gay St       | Rfd 9/1/23      | \$ 2,374.00    |

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| 13722               | 2309 - FRISCH, ROBERT                              | \$ 500.00      | Refund/Recycling Deposit/CDD-23-63/4522 Newman                   | Rfd 9/1/23      | \$ 500.00      |
| 13723               | 2309 - FRISCH, ROBERT                              | \$ 500.00      | Refund/Recycling Deposit/CDD-23-101/4512 Newman                  | Rfd(A) 9/1/23   | \$ 500.00      |
| 13724               | 2313 - JONES, MARC                                 | \$ 273.60      | Refund/Building Permit #BS-22-1679                               | Rfd 9/1/23      | \$ 273.60      |
| 13725               | 2306 - MASON, JASON                                | \$ 72.00       | Refund/Building Permit #BS-23-250                                | Rfd 9/1/23      | \$ 72.00       |
| 13726               | 2307 - MENI, JEANETTE                              | \$ 1,135.00    | Refund/Bingo License Application/Friends of Tribe                | Rfd 9/1/23      | \$ 1,135.00    |
| 13727               | 2308 - NGUYEN, LIEM                                | \$ 207.90      | Refund/Building Permit #BS-23-1073                               | Rfd 9/1/23      | \$ 207.90      |
| 13728               | 2311 - NOLTE, FRED                                 | \$ 500.00      | Refund/Recycling Deposit/CDD-23-203/9704 Doreen Dr               | Rfd 9/1/23      | \$ 500.00      |
| 13729               | 116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS    | \$ 164,011.89  | Med Insurance/City & Dist 9/23                                   | 17257086        | \$ 164,011.89  |
| 13730               | 116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS    | \$ 15,711.14   | Med Insurance/West Comm 9/23                                     | 17257195        | \$ 15,711.14   |
| 13731               | 1608 - ALARM PROGRAM SYSTEMS, LLC                  | \$ 2,112.66    | PD Svc/Alarm Permit & False Alarm Collections 7/23               | 7/23            | \$ 2,112.66    |
| 13732               | 2316 - FIDELITY NATIONAL TITLE INSURANCE           | \$ 81,000.00   | Initial Deposit/6612 Cerritos Ave                                | 9/1/23          | \$ 81,000.00   |
| 13733               | 1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL | \$ 63,880.56   | Svc/Business License Tax Admin 7/23                              | JUL23           | \$ 63,880.56   |
| 63232               | 2298 - AAA KILN REPAIR LLC JASON ALLAN SEGALL      | \$ 350.00      | Inspect/Kilns(2)/Sr Center 5/16                                  | 051623B         | \$ 350.00      |
| 63233               | 1570 - ADVANTAGE MAILING, LLC                      | \$ 4,959.42    | Svc/Print/City & Recreation Newsletter(17.5K) 8/23               | 188391          | \$ 4,959.42    |
| 63234               | 270 - AITHAL, DARSHINI                             | \$ 200.20      | Instruct/Chair Yoga 7/3-7/31                                     | 7/31/23         | \$ 200.20      |
| 63235               | 1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS  | \$ 5,306.00    | Inspect/Senior Center Interior Improvements 7/23                 | 139657          | \$ 5,306.00    |
| 63236               | 110860 - AT&T                                      | \$ 4.41        | 2481347232-Admin Phone Svc 8/23                                  | 8/23            | \$ 4.41        |
| 63237               | 110860 - AT&T                                      | \$ 3,719.80    | 9391033694-PW Phone Svc 7/23                                     | 7/23(I)         | \$ 154.88      |
|                     |                                                    |                | 9391033695-Civic Center Phone Svc 7/23                           | 7/23(H)         | \$ 27.42       |
|                     |                                                    |                | 9391033698-PW Phone Svc 7/23                                     | 7/23(J)         | \$ 28.81       |
|                     |                                                    |                | Phone Svc/Multi-Line 7/13-8/12                                   | 7/13/23-8/12/23 | \$ 3,508.69    |
| 63238               | 123003 - AUSMUS, SCOTT                             | \$ 101.76      | Reimb/Transport/Supervisory Leadership Institute Graduation 8/11 | Reimb 8/18/23   | \$ 101.76      |

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| 63239               | 2286 - AWARDS BY PAUL PINK CREATIONS INC             | \$ 404.06      |                                                                |                 |                |
|                     |                                                      |                | PD PACE Medals(30) 8/1                                         | 54104           | \$ 404.06      |
| 63240               | 1822 - BENEFITS COORDINATORS CORPORATION BCC         | \$ 2,058.73    |                                                                |                 |                |
|                     |                                                      |                | Insurance/Vision Claims/City & Dist & West Comm 7/23           | B09R9V          | \$ 2,058.73    |
| 63241               | 1479 - BENNETT-BOWEN & LIGHTHOUSE, INC               | \$ 163.08      |                                                                |                 |                |
|                     |                                                      |                | Amber Flashing Light(1) 7/27                                   | 3025466         | \$ 163.08      |
| 63242               | 166 - BLUE RIBBON TROPHY-LASERWERKS                  | \$ 117.32      |                                                                |                 |                |
|                     |                                                      |                | Retirement Plaque(1)/TT 6/7                                    | 42556           | \$ 117.32      |
| 63243               | 2205 - BP FORD OF LONG BEACH                         | \$ 5,489.09    |                                                                |                 |                |
|                     |                                                      |                | Repair/Transmission/Unit #615                                  | FOCB700250      | \$ 5,489.09    |
| 63244               | 1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC            | \$ 6,831.76    |                                                                |                 |                |
|                     |                                                      |                | Svc/Landscape/Lexington Park 7/23                              | 5845840         | \$ 6,831.76    |
| 63245               | 2143 - BUCHALTER, A PROFESSIONAL CORPORATION         | \$ 28,219.80   |                                                                |                 |                |
|                     |                                                      |                | Legal Svc/CA Voting Rights Act Challenge 7/23                  | 1229316         | \$ 28,219.80   |
| 63246               | 103197 - CALIFORNIA PARK & REC SOCIETY - CPRS        | \$ 150.00      |                                                                |                 |                |
|                     |                                                      |                | Dues/CA Park & Rec Society/AT 9/1/23-8/31/24                   | Dues/AT 2023-24 | \$ 150.00      |
| 63247               | 2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC | \$ 1,550.00    |                                                                |                 |                |
|                     |                                                      |                | Svc/Restroom & Tennis Court Lock Up 7/23                       | 3604-152        | \$ 1,550.00    |
| 63248               | 123012 - CHARLES ABBOTT ASSOCIATES                   | \$ 172,422.22  |                                                                |                 |                |
|                     |                                                      |                | Building Inspection and Plan Check Services 5/23               | 65957           | \$ 81,287.68   |
|                     |                                                      |                | Building Inspection and Plan Check Services 6/23               | 66095           | \$ 60,429.54   |
|                     |                                                      |                | Svc/National Pollutant Discharge Elimination/Program Mgmt 5/23 | 65876           | \$ 15,180.00   |
|                     |                                                      |                | Svc/National Pollutant Discharge Elimination/Program Mgmt 6/23 | 66071           | \$ 15,525.00   |
| 63249               | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM  | \$ 3,995.79    |                                                                |                 |                |
|                     |                                                      |                | Svc/Internet Access 7/15-8/14                                  | 7/15/23-8/14/23 | \$ 1,594.96    |
|                     |                                                      |                | W/C CAD/RMS Ethernet Connection 7/4-8/3                        | 0026082070523   | \$ 1,273.33    |
|                     |                                                      |                | W/C Svc/Internet 7/23                                          | 218496501070123 | \$ 563.75      |
|                     |                                                      |                | W/C Svc/Internet 8/23                                          | 218496501080123 | \$ 563.75      |
| 63250               | 1066 - CHUSHINKAN DOJO                               | \$ 162.50      |                                                                |                 |                |
|                     |                                                      |                | Instruct/Aikido & Iaido 7/17-9/2                               | 9/2/23          | \$ 162.50      |
| 63251               | 191 - CI TECHNOLOGIES, INC                           | \$ 810.54      |                                                                |                 |                |
|                     |                                                      |                | PD Software Maint/IA Pro Blue Team 8/1/23-2/10/24              | 11778           | \$ 810.54      |
| 63252               | 1553 - CODE 5 GROUP, LLC                             | \$ 1,800.00    |                                                                |                 |                |
|                     |                                                      |                | PD Svc/GPS Tracking(3 Units) 9/1/23-8/31/24                    | 3753            | \$ 1,800.00    |
| 63253               | 110067 - COMLINK LASER CARE                          | \$ 110.95      |                                                                |                 |                |
|                     |                                                      |                | Toner(1)/PD 7/24                                               | 75122           | \$ 110.95      |

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| 63254               | 1617 - CONTROL AIR ENTERPRISES LLC                       | \$ 7,806.79    | Credit/Svc/HVAC/Maint Yard 7/28                             | 3083367          | \$ (238.16)    |
|                     |                                                          |                | Emergency Repair/HVAC/PD 4/10-4/18                          | 3080816          | \$ 4,695.42    |
|                     |                                                          |                | Rental/Spot Coolers(3)/PD 4/26-5/1                          | 3082971          | \$ 1,631.00    |
|                     |                                                          |                | Repair/HVAC/Community Center 7/14                           | 3083357          | \$ 952.05      |
|                     |                                                          |                | Svc/Diagnose HVAC/Print Shop 7/28                           | 3083331          | \$ 375.16      |
|                     |                                                          |                | Svc/HVAC/Maint Yard 7/28                                    | 3083330          | \$ 238.16      |
|                     |                                                          |                | Svc/HVAC/Maint Yard 7/28                                    | 3083369          | \$ 153.16      |
| 63255               | 1439 - CORODATA MEDIA STORAGE, INC                       | \$ 154.76      | Offsite Data Storage 7/23                                   | DS1306048        | \$ 154.76      |
| 63256               | 115003 - COUNTY OF ORANGE                                | \$ 955.00      | Addl Inspections/Solid Waste/Maint Yard 10/1/22-12/31/22    | IN2638894        | \$ 665.00      |
|                     |                                                          |                | Fee/CUPA/Hazardous Material Disclosure/Maint Yard 2023-24   | IN2648885(A)     | \$ 206.00      |
|                     |                                                          |                | Fee/CUPA/Hazardous Material/Maint Yard 2023-24              | IN2648885        | \$ 84.00       |
| 63257               | 115003 - COUNTY OF ORANGE                                | \$ 108,305.72  | Svc/Animal Care 4/1/23-6/30/23                              | AC2390094        | \$ 108,305.72  |
| 63258               | 115003 - COUNTY OF ORANGE                                | \$ 1,807.00    | PD Svc/Automated Fingerprint Identification System 8/23     | SH65945          | \$ 1,807.00    |
| 63259               | 115003 - COUNTY OF ORANGE                                | \$ 2,418.25    | W/C Svc/Comm Charges/800 MHz Radio 7/1/23-9/30/23           | STCS002198       | \$ 2,418.25    |
| 63260               | 710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD         | \$ 22,655.75   | PD Svc/Comm Charges/800 MHz Radio 7/1/23-9/30/23            | STCS002270       | \$ 22,655.75   |
| 63261               | 1083 - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC       | \$ 1,152.50    | Design/Cerritos Ave Median Restoration 7/23                 | 422536           | \$ 1,152.50    |
| 63262               | 1158 - DIRECTV                                           | \$ 198.24      | W/C Svc/Satellite TV 7/25-8/24                              | 006762204X230726 | \$ 198.24      |
| 63263               | 1296 - EDCO CNG                                          | \$ 1,455.83    | Natural Gas(452.12 Gls)/Sweepers(2)/Sewer Truck(1) 7/1-7/15 | 0727023-6        | \$ 1,455.83    |
| 63264               | 2231 - ELYSIAN ARTS & EVENTS, LLC KIMBERLY DOWNEY ESMOND | \$ 4,590.30    | Instruct/Dance 6/20-8/9                                     | 8/9/23           | \$ 4,590.30    |
| 63265               | 129120 - EMPLOYMENT DEVELOPMENT DEPT                     | \$ 1,212.00    | Unemployment Insurance/City 4/1/23-6/30/23                  | 94408853 4-6/23  | \$ 1,212.00    |
| 63266               | 1488 - ENTERPRISE HOLDINGS INC                           | \$ 3,237.93    | PD Car Rental(1) 6/25-7/25                                  | 33590662(C)      | \$ 789.14      |
|                     |                                                          |                | PD Rental Car(1) 5/26-6/25                                  | 33590662(A)      | \$ 757.94      |
|                     |                                                          |                | PD Rental Car(1) 5/30-6/29                                  | 33590662         | \$ 780.74      |
|                     |                                                          |                | PD Rental Car(1) 6/1-7/6                                    | 33590662(B)      | \$ 910.11      |
| 63267               | 2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER      | \$ 225.28      | PD Exam Gloves(2K) 8/7                                      | 6148434          | \$ 225.28      |
| 63268               | 104530 - EXPERIAN                                        | \$ 77.00       | PD Credit Reports 7/23                                      | CD2404003342     | \$ 77.00       |

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| 63269               | 1770 - FAZE 1 CORP DBA PREMIER PIPE INC         | \$ 64,076.82   |                                                                 |                |                |
|                     |                                                 |                | Svc/Sewer System Evaluation/CCTV(25,779 Ft) 4/23-6/23           | 318-23-002     | \$ 21,796.23   |
|                     |                                                 |                | Svc/Sewer System Evaluation/CCTV(50,006 Ft) 4/23-6/23           | 318-23-003     | \$ 42,280.59   |
| 63270               | 1115 - FRONTIER                                 | \$ 2,128.78    |                                                                 |                |                |
|                     |                                                 |                | W/C Phone Svc/5627955413 8/23                                   | 8/23(B)        | \$ 2,128.78    |
| 63271               | 112012 - GALLS-QUARTERMASTER                    | \$ 380.21      |                                                                 |                |                |
|                     |                                                 |                | PD Uniform/MGance                                               | 025071255      | \$ 113.13      |
|                     |                                                 |                | PD Uniform/MGance                                               | 025139844      | \$ 267.08      |
| 63272               | 119018 - GOLDEN STATE WATER COMPANY             | \$ 10,932.71   |                                                                 |                |                |
|                     |                                                 |                | Svc/Civic Center 7/23                                           | 7/23(D)        | \$ 2,199.15    |
|                     |                                                 |                | Svc/Lexington Park 7/23                                         | 7/23(F)        | \$ 2,040.89    |
|                     |                                                 |                | Svc/Parks Landscaping 7/23                                      | 7/23(C)        | \$ 2,173.38    |
|                     |                                                 |                | Svc/Parkway Maint 7/23                                          | 7/23(B)        | \$ 3,475.95    |
|                     |                                                 |                | Svc/Sr Center 7/23                                              | 7/23(G)        | \$ 444.63      |
|                     |                                                 |                | Svc/Stanton Channel Berm 7/23                                   | 7/23(E)        | \$ 598.71      |
| 63273               | 1937 - GOVERNMENT TRAINING AGENCY               | \$ 230.00      |                                                                 |                |                |
|                     |                                                 |                | PD Reg/Court & Temporary Holding Facilities/BH & NR 8/28        | PD Reg(2) 8/28 | \$ 230.00      |
| 63274               | 110049 - GREAT SCOTT TREE SERVICE INC           | \$ 17,825.50   |                                                                 |                |                |
|                     |                                                 |                | Svc/Trim Trees(138) 7/28                                        | 50321          | \$ 6,206.00    |
|                     |                                                 |                | Svc/Trim Trees(154) 8/2                                         | 50309          | \$ 7,734.25    |
|                     |                                                 |                | Svc/Trim Trees(86) 8/2                                          | 50308          | \$ 3,885.25    |
| 63275               | 1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM | \$ 148.00      |                                                                 |                |                |
|                     |                                                 |                | Credit/Overpayment/Waste Tracking System 3/23-5/23              | 4284(A)        | \$ (147.00)    |
|                     |                                                 |                | Final/Svc/Waste Tracking System 6/23                            | 4284           | \$ 295.00      |
| 63276               | 1464 - HANLEY CHESS ACADEMY                     | \$ 3,796.00    |                                                                 |                |                |
|                     |                                                 |                | Instruct/Chess 7/25-8/29                                        | 8/29/23        | \$ 1,696.50    |
|                     |                                                 |                | Instruct/Chess Camp 7/31-8/4                                    | 8/4/23         | \$ 2,099.50    |
| 63277               | 103008 - HARTZOG & CRABILL                      | \$ 2,092.50    |                                                                 |                |                |
|                     |                                                 |                | Svc/Monitor Traffic Signals 7/23                                | 23-0639        | \$ 2,092.50    |
| 63278               | 1171 - HDL COREN & CONE                         | \$ 3,556.25    |                                                                 |                |                |
|                     |                                                 |                | Svc/Property Tax Auditing 7/1/23-9/30/23                        | SIN030117      | \$ 3,556.25    |
| 63279               | 128739 - HOME DEPOT CREDIT SVC-MAINT            | \$ 2,233.04    |                                                                 |                |                |
|                     |                                                 |                | Supplies/Maint 6/23                                             | 8/18/23        | \$ 2,233.04    |
| 63280               | 102993 - ITERIS, INC                            | \$ 11,561.08   |                                                                 |                |                |
|                     |                                                 |                | Design/Fiber Optic/Arnold Cypress Park 6/23                     | 159774         | \$ 1,380.00    |
|                     |                                                 |                | Design/Traffic Signal Communications/Orangewood & Holder 2/23   | 155265         | \$ 265.00      |
|                     |                                                 |                | Final/Design/Traffic Signal Flashing Beacon/Denni & Newman 2/23 | 155266         | \$ 710.00      |
|                     |                                                 |                | Final/Svc/Maintain CCTV Network 6/23                            | 159772         | \$ 3,502.09    |
|                     |                                                 |                | Final/Svc/Traffic Camera Infrastructure Upgrade 6/23            | 159773         | \$ 5,703.99    |
| 63281               | 109290 - LONG BEACH BMW-RCA INVESTMENTS INC     | \$ 1,244.57    |                                                                 |                |                |
|                     |                                                 |                | PD Svc/Tune-Up/Motor Unit #663                                  | 46960          | \$ 1,244.57    |

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|---------------------|-----------------------------------------------|----------------|-----------------------------------------------------------------|----------------------------|-----------------------|
| 63282               | 933 - LSA ASSOCIATES, INC                     | \$ 24,534.75   |                                                                 |                            |                       |
|                     |                                               |                | Consult/Housing Element/Enviro Impact Report 7/23               | 189360                     | \$ 22,325.75          |
|                     |                                               |                | Consult/Mitigated Negative Declaration/Business Park 7/23       | 189354                     | \$ 2,209.00           |
| 63283               | 109168 - MACADEE ELECTRICAL CONSTRUCTION, INC | \$ 13,567.54   |                                                                 |                            |                       |
|                     |                                               |                | Install/Wireless Comm & Feedback Signs/Orangewood & Holder 7/23 | 5496                       | \$ 13,567.54          |
| 63284               | 106900 - MAD SCIENCE OF WEST OC               | \$ 3,222.05    |                                                                 |                            |                       |
|                     |                                               |                | Instruct/Crazy Chemworks 7/31-8/4                               | 8/4/23                     | \$ 2,176.85           |
|                     |                                               |                | Instruct/Rollercoaster Robotics 7/24-7/28                       | 7/28/23                    | \$ 1,045.20           |
| 63285               | 1947 - MICHAEL BALLIET CONSULTING, LLC        | \$ 7,213.75    |                                                                 |                            |                       |
|                     |                                               |                | Consult/Solid Waste Program 6/23                                | 1383-22-23-7               | \$ 7,213.75           |
| 63286               | 578 - MIG-MOORE IACOFANO GOLTSMAN, INC        | \$ 58,042.75   |                                                                 |                            |                       |
|                     |                                               |                | Design/Arnold Cypress Park Rehab 6/23                           | 0082159                    | \$ 58,042.75          |
| 63287               | 122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES   | \$ 25.00       |                                                                 |                            |                       |
|                     |                                               |                | PD Svc/Shooting Range(1)/SWAT 7/20                              | 1845                       | \$ 25.00              |
| 63288               | 109269 - MILES, HILDA                         | \$ 390.00      |                                                                 |                            |                       |
|                     |                                               |                | Instruct/Hula Dance 8/1-8/29                                    | 8/29/23                    | \$ 390.00             |
| 63289               | 80 - MORRIS, LETICIA                          | \$ 526.50      |                                                                 |                            |                       |
|                     |                                               |                | Instruct/Zumba 7/1-7/29                                         | 7/29/23                    | \$ 261.30             |
|                     |                                               |                | Instruct/Zumba Gold 7/6-7/21                                    | 7/21/23                    | \$ 265.20             |
| 63290               | 985 - NATIONAL AUTO FLEET GROUP               | \$ 30,722.26   |                                                                 |                            |                       |
|                     |                                               |                | PD Chevy Malibu(1)/Upfitted/Unit #677 8/1                       | WC9527                     | \$ 30,722.26          |
| 63291               | 2180 - NU LINE TECHNOLOGIES, LLC              | \$ 5,846.70    |                                                                 |                            |                       |
|                     |                                               |                | Retention/Construct/Sewer System Improvements                   | I2022-152-3 Retn           | \$ 5,846.70           |
| 63292               | 108944 - OFFICE DEPOT                         | \$ 867.38      |                                                                 |                            |                       |
|                     |                                               |                | Post-It Flags(4)/Post-It Notes(12)/Misc Supplies/Citywide 7/23  | 319749371001<br>8/18/23(A) | \$ 33.96<br>\$ 833.42 |
| 63293               | 122725 - ORANGE COUNTY SANITATION DISTRICT    | \$ 4,713.90    |                                                                 |                            |                       |
|                     |                                               |                | Sewer Connect Fees 7/23                                         | 7/23                       | \$ 4,713.90           |
| 63294               | 1781 - PAGEFREEZER SOFTWARE, INC              | \$ 2,388.00    |                                                                 |                            |                       |
|                     |                                               |                | PD Svc/Social Media Archive 7/27/23-7/26/24                     | INV-14350                  | \$ 2,388.00           |
| 63295               | 2115 - POWERDMS, INC                          | \$ 1,895.00    |                                                                 |                            |                       |
|                     |                                               |                | W/C Software Maint/Personnel Scheduling 8/1/23-7/31/24          | INV-37247                  | \$ 1,895.00           |
| 63296               | 2236 - PROACTIVE WORK HEALTH SERVICES         | \$ 2,987.00    |                                                                 |                            |                       |
|                     |                                               |                | Pre-Place Physical(1)/City 7/23                                 | 15079_84066                | \$ 576.00             |
|                     |                                               |                | Pre-Place Physical(1)/Dist 6/23                                 | 15079_83615                | \$ 254.00             |
|                     |                                               |                | Pre-Place Physical(1)/West Comm 6/23                            | 15079_83615(A)             | \$ 434.00             |
|                     |                                               |                | Pre-Place Physical(3)/City 6/23                                 | 15079_83615(B)             | \$ 1,723.00           |
| 63297               | 2218 - READWRITE EDUCATIONAL SOLUTIONS INC    | \$ 904.80      |                                                                 |                            |                       |
|                     |                                               |                | Instruct/Reading & Math Development 6/12-7/31                   | 7/31/23                    | \$ 904.80             |
| 63298               | 1367 - ROBERTSON INDUSTRIES INC               | \$ 27,555.00   |                                                                 |                            |                       |
|                     |                                               |                | Repair/Rubber Playground Surface/Mackay Park 7/23               | PJI-014669                 | \$ 27,555.00          |

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| EFT/ Warrant Number | Vendor                                                | Payment Amount | Description                                                    | Invoice         | Invoice Amount |
|---------------------|-------------------------------------------------------|----------------|----------------------------------------------------------------|-----------------|----------------|
| 63299               | 130231 - RSG, INC ROSENOW SPEVACEK GROUP INC          | \$ 335.00      | Consult/Affordable Housing/Citrus Square Senior Community 7/23 | I010649         | \$ 335.00      |
| 63300               | 109096 - S.C. SIGNS & SUPPLIES, LLC                   | \$ 722.46      | Sign Posts(5)/Reflective Markers(15)/Rivets(100) 8/1           | 239683          | \$ 722.46      |
| 63301               | 130328 - SHOETERIA                                    | \$ 218.18      | Safety Shoes(1)/MMartinez 7/28                                 | 0052732IN       | \$ 218.18      |
| 63302               | 524 - SHORMAN, LORRAINE                               | \$ 232.36      | Instruct/Fitness 7/10-8/14                                     | 8/14/23         | \$ 232.36      |
| 63303               | 1982 - SITEIMPROVE, INC                               | \$ 9,408.06    | Svc/Website Accessibility 8/2/23-8/1/24                        | USI-00001313    | \$ 9,408.06    |
| 63304               | 939 - SKYHAWKS SPORTS ACADEMY, INC                    | \$ 2,801.24    | Instruct/Basketball 6/30-8/4                                   | 8/4/23          | \$ 1,684.80    |
|                     |                                                       |                | Instruct/Multi-Sport 7/8-8/26                                  | 8/26/23         | \$ 1,116.44    |
| 63305               | 119051 - SMART & FINAL (REC & PARKS)                  | \$ 470.03      | Food/Day Camp 7/13                                             | 3565620031801   | \$ 64.43       |
|                     |                                                       |                | Food/Day Camp 7/18                                             | 3565620017303   | \$ 31.96       |
|                     |                                                       |                | Food/Day Camp 7/20                                             | 3565620013401   | \$ 18.78       |
|                     |                                                       |                | Food/Day Camp 7/31                                             | 3565620029501   | \$ 143.17      |
|                     |                                                       |                | Food/Playground/Kids Night Out 7/18                            | 3565620017401   | \$ 26.22       |
|                     |                                                       |                | Food/Sports Camp 7/21                                          | 3565620014901   | \$ 9.26        |
|                     |                                                       |                | Supplies/Day Camp 7/13                                         | 3565620031701   | \$ 31.21       |
|                     |                                                       |                | Supplies/Day Camp 7/20                                         | 3565620013301   | \$ 12.70       |
|                     |                                                       |                | Supplies/Day Camp 7/31                                         | 3565620029601   | \$ 33.37       |
|                     |                                                       |                | Supplies/Sr Center 7/12                                        | 3565620010201   | \$ 98.93       |
| 63306               | 108459 - SMART & FINAL-POLICE ACCT                    | \$ 144.44      | PD Supplies/Breakroom 7/28                                     | 3563630006501   | \$ 144.44      |
| 63307               | 119016 - SO CAL EDISON                                | \$ 124,817.71  | 700351486618 Svc/Willow Park 7/23                              | 7/23(C)         | \$ 428.24      |
|                     |                                                       |                | 700370018870 - Svc/Traffic Signal 7/23                         | 7/23(B)         | \$ 72.40       |
|                     |                                                       |                | 700428641933 Svc/Mackay Park 7/23                              | 7/23(D)         | \$ 120.10      |
|                     |                                                       |                | Svc/Citywide 6/12-7/12                                         | 6/12/23-7/12/23 | \$ 124,196.97  |
| 63308               | 1027 - SOUTHERN CALIFORNIA BARRICADES-COAST HILLS INC | \$ 2,227.00    | Barricades(30)/Salute to America 6/30                          | 23-2231         | \$ 90.00       |
|                     |                                                       |                | Svc/Road Closure/Traffic Control/Salute to America 6/30        | 23-1549         | \$ 2,137.00    |
| 63309               | 1279 - SOUTHERN CALIFORNIA SHREDDING, INC             | \$ 60.00       | PD Svc/Shredding 7/31                                          | 232235          | \$ 60.00       |

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|------------------------|----------------------------------------------------------|----------------|-------------------------------------------------------|--------------|----------------|
| 63310                  | 125888 - SPARKLETT'S                                     | \$ 387.37      |                                                       |              |                |
|                        |                                                          |                | Comm Center Bottled Water 7/23                        | 4104724 7/23 | \$ 32.79       |
|                        |                                                          |                | Maint Bottled Water 7/23                              | 4106666 7/23 | \$ 166.09      |
|                        |                                                          |                | PD Bottled Water 7/23                                 | 4104648 7/23 | \$ 111.72      |
|                        |                                                          |                | Print Shop Bottled Water 7/23                         | 4105217 7/23 | \$ 11.19       |
|                        |                                                          |                | Sr Center Bottled Water 7/23                          | 4104716 7/23 | \$ 15.96       |
|                        |                                                          |                | W/C Bottled Water 7/23                                | 4089647 7/23 | \$ 49.62       |
| 63311                  | 116238 - STAPLES BUSINESS ADVANTAGE                      | \$ 648.29      |                                                       |              |                |
|                        |                                                          |                | Dry Erase Markers(12)/Mouse Pad(1)/Steno Pads(6) 6/29 | 3541303835   | \$ 58.40       |
|                        |                                                          |                | Supplies/Citywide 7/23                                | 8/7/23       | \$ 589.89      |
| 63312                  | 119024 - STATE COMP INSURANCE FUND                       | \$ 1,769.33    |                                                       |              |                |
|                        |                                                          |                | W/C Workers Comp Insurance 7/30-8/30                  | 1001574624   | \$ 1,769.33    |
| 63313                  | 122963 - STERICYCLE INC                                  | \$ 45.57       |                                                       |              |                |
|                        |                                                          |                | PD Med Waste Removal 8/23                             | 3006560882   | \$ 45.57       |
| 63314                  | 1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI | \$ 6,468.00    |                                                       |              |                |
|                        |                                                          |                | Svc/Graffiti Removal/Streets & Parks 7/23             | 17858        | \$ 6,468.00    |
| 63315                  | 1137 - TAOIPU, PATRICK                                   | \$ 2,466.75    |                                                       |              |                |
|                        |                                                          |                | Instruct/Basic Hula 6/13-8/29                         | 8/29/23(A)   | \$ 321.75      |
|                        |                                                          |                | Instruct/Intermediate Hula 6/13-8/29                  | 8/29/23(B)   | \$ 2,145.00    |
| 63316                  | 2287 - TEM TOTAL ENVIRONMENTAL MANAGEMENT INC            | \$ 3,875.00    |                                                       |              |                |
|                        |                                                          |                | Rental/Spot Coolers(5)/PD 5/23                        | 2304-266     | \$ 3,875.00    |
| 63317                  | 588 - THE COUNSELING TEAM INTERNATIONAL                  | \$ 2,090.00    |                                                       |              |                |
|                        |                                                          |                | PD Svc/Employee Counseling 7/23                       | 87566        | \$ 1,000.00    |
|                        |                                                          |                | PD Svc/Psych Eval(1) 7/11                             | 87475        | \$ 300.00      |
|                        |                                                          |                | PD Svc/Psych Eval(1) 7/3                              | 87422        | \$ 300.00      |
|                        |                                                          |                | PD Svc/Psych Eval(1) 8/1                              | 87624        | \$ 300.00      |
|                        |                                                          |                | W/C Svc/Employee Counseling 7/23                      | 84970        | \$ 190.00      |
| 63318                  | 2067 - THE ORIGINAL GOODIE'S UNIFORM                     | \$ 47.41       |                                                       |              |                |
|                        |                                                          |                | PD Uniform/MGance                                     | 10566        | \$ 23.70       |
|                        |                                                          |                | PD Uniform/NBasulto                                   | 10566(A)     | \$ 23.71       |
| 63319                  | 851 - THE UPS STORE, #5882                               | \$ 25.00       |                                                       |              |                |
|                        |                                                          |                | Svc/Fingerprints(1)/Rec Volunteers 7/23               | 8/2/2023     | \$ 25.00       |
| 63320                  | 127207 - UNDERGROUND SVS ALERT OF SO CA                  | \$ 101.00      |                                                       |              |                |
|                        |                                                          |                | Svc/DigAlert Tickets 7/23                             | 720230218    | \$ 101.00      |
| 63321                  | 100308 - UNITED MAINTENANCE SYSTEMS                      | \$ 14,080.50   |                                                       |              |                |
|                        |                                                          |                | Svc/Janitorial/Park & Rec Facilities 7/23             | 15547        | \$ 7,980.00    |
|                        |                                                          |                | Svc/Janitorial/Park Restrooms(8) 7/23                 | 15546        | \$ 6,100.50    |
| 63322                  | 2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC    | \$ 277.53      |                                                       |              |                |
|                        |                                                          |                | Off-Site Records Storage/Retrieval 7/23               | 3589951LAX1  | \$ 277.53      |
| 63323                  | 1962 - WEX HEALTH INC-WEX                                | \$ 86.25       |                                                       |              |                |
|                        |                                                          |                | Admin Fee/FSA 7/23                                    | 0001785963IN | \$ 86.25       |

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| 63324               | 2044 - YOUTH EVOLUTION ACTIVITIES | \$ 1,873.95    |                                                      |                |                |
|                     |                                   |                | Instruct/Youth Basketball 7/13-8/10                  | 8/10/23        | \$ 1,093.95    |
|                     |                                   |                | Instruct/Youth Basketball 7/31-8/4                   | 8/4/23         | \$ 780.00      |
| 63325               | 1974 - YUNEX LLC                  | \$ 10,420.03   |                                                      |                |                |
|                     |                                   |                | Repair/Traffic Signals 6/23                          | 5620043514     | \$ 5,110.46    |
|                     |                                   |                | Replace/Traffic Signal Pole/Bloomfield & Lincoln 6/8 | 5620043509     | \$ 1,178.50    |
|                     |                                   |                | Traffic Signal Maint 6/23                            | 5610280879     | \$ 4,131.07    |
| 63326               | 0 - ATANOVA, TULI                 | \$ 300.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7659               | Rfd 8/18/23    | \$ 300.00      |
| 63327               | 0 - CHAVEZ, SYLVIA                | \$ 300.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7404               | Rfd 8/18/23    | \$ 300.00      |
| 63328               | 0 - DO, SONG                      | \$ 40.00       |                                                      |                |                |
|                     |                                   |                | Refund/Citation #CP475544                            | Rfd 8/18/23    | \$ 40.00       |
| 63329               | 0 - EVOLUTION LOGISTICS           | \$ 100.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7703               | Rfd 8/18/23    | \$ 100.00      |
| 63330               | 0 - FERRAIZ, MARC                 | \$ 150.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7451               | 2024-00000597  | \$ 150.00      |
| 63331               | 0 - FLORES, JUAN                  | \$ 150.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7496               | Rfd 8/18/23    | \$ 150.00      |
| 63332               | 0 - HOWARD, DENISE                | \$ 300.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #6949               | Rfd 8/18/23    | \$ 300.00      |
| 63333               | 0 - JIN, STEVEN                   | \$ 150.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7645               | Rfd 8/18/23    | \$ 150.00      |
| 63334               | 0 - KATO, CHRISTINA               | \$ 300.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7460               | Rfd 8/18/23    | \$ 300.00      |
| 63335               | 0 - LEE, JOHN                     | \$ 150.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7279               | Rfd 8/18/23    | \$ 150.00      |
| 63336               | 0 - OC SOFTBALL CAMP              | \$ 150.00      |                                                      |                |                |
|                     |                                   |                | Refund/Facility Deposit/Contract #7445               | Rfd 8/13/23    | \$ 150.00      |
| 63337               | 0 - PICK YOUR PART AUTO WRECKING  | \$ 40.00       |                                                      |                |                |
|                     |                                   |                | Refund/Citation #CP475002                            | Rfd 8/18/23    | \$ 40.00       |
| 63338               | 0 - WHANG, MI JUNG                | \$ 40.00       |                                                      |                |                |
|                     |                                   |                | Refund/Citation #CP473020                            | Rfd 8/18/23    | \$ 40.00       |
| 63339               | 0 - WHITNEY, KELLY                | \$ 193.00      |                                                      |                |                |
|                     |                                   |                | Refund/Camp Cypress 8/7-8/11                         | Rfd 8/18/23    | \$ 193.00      |
| 63340               | 2216 - A.J. KIRKWOOD & ASSOC, INC | \$ 21,868.05   |                                                      |                |                |
|                     |                                   |                | Design/PD Jail Alarms 7/19-8/9                       | 12462766       | \$ 21,868.05   |
| 63341               | 1346 - A1 TEST ONLY & SMOG        | \$ 80.00       |                                                      |                |                |
|                     |                                   |                | Svc/Smog Test/Unit #124                              | 1191294 8/8/23 | \$ 40.00       |
|                     |                                   |                | Svc/Smog Test/Unit #166                              | 125047 8/2/23  | \$ 40.00       |
| 63342               | 290 - AC EXCHANGE AUTO            | \$ 795.81      |                                                      |                |                |
|                     |                                   |                | Svc/Air Conditioner/Unit #632                        | 051476         | \$ 795.81      |

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|------------------------|---------------------------------------------------|----------------|------------------------------------------------------------------|-----------|----------------|
| 63343                  | 1258 - ACME WORKPLACE SAFETY PRODUCTS             | \$ 142.81      |                                                                  |           |                |
|                        |                                                   |                | Supplies/First Aid/Maint Garage 7/31                             | 6209      | \$ 142.81      |
| 63344                  | 106914 - ADMINISURE                               | \$ 3,477.00    |                                                                  |           |                |
|                        |                                                   |                | Workers Comp Claims Admin 9/23                                   | 16253     | \$ 3,477.00    |
| 63345                  | 2295 - AEC TECHNOLOGIES RMC CONSULTING INC        | \$ 4,059.20    |                                                                  |           |                |
|                        |                                                   |                | Sub/Bluebeam PDF Editing Licenses(5)/Engineering 8/15/23-4/28/24 | 27566     | \$ 4,059.20    |
| 63346                  | 130335 - AKM CONSULTING ENGINEERS                 | \$ 15,545.00   |                                                                  |           |                |
|                        |                                                   |                | Svc/Pump Station Evaluations/Myra St & Veterans Park 7/23        | 12383     | \$ 15,545.00   |
| 63347                  | 100723 - ALESHIRE & WYNDR, LLP                    | \$ 41,332.37   |                                                                  |           |                |
|                        |                                                   |                | Legal Svc/CA Aware 7/23                                          | 78335     | \$ 5,377.50    |
|                        |                                                   |                | Legal Svc/City Council Matters 7/23                              | 78324     | \$ 118.00      |
|                        |                                                   |                | Legal Svc/Code Enforcement 7/23                                  | 78331     | \$ 2,216.50    |
|                        |                                                   |                | Legal Svc/Engineering 7/23                                       | 78327     | \$ 32.00       |
|                        |                                                   |                | Legal Svc/Finance 7/23                                           | 78328     | \$ 424.00      |
|                        |                                                   |                | Legal Svc/General Admin 7/23                                     | 78323     | \$ 1,855.00    |
|                        |                                                   |                | Legal Svc/Makkouk 7/23                                           | 78333     | \$ 2,146.10    |
|                        |                                                   |                | Legal Svc/Police 7/23                                            | 78330     | \$ 212.00      |
|                        |                                                   |                | Legal Svc/Recreation 7/23                                        | 78329     | \$ 5,088.00    |
|                        |                                                   |                | Litigation Svc/CVRA Challenge 7/23                               | 78334     | \$ 5,605.00    |
|                        |                                                   |                | Litigation Svc/General Admin 7/23                                | 78325     | \$ 4,618.13    |
|                        |                                                   |                | Litigation Svc/Ihrig 7/23                                        | 79244     | \$ 7,535.00    |
|                        |                                                   |                | Litigation Svc/Morris 7/23                                       | 78337     | \$ 1,339.91    |
|                        |                                                   |                | Litigation Svc/Youngsma 7/23                                     | 78336     | \$ 4,765.23    |
| 63348                  | 109240 - AMERICAN ASPHALT SOUTH                   | \$ 716,074.75  |                                                                  |           |                |
|                        |                                                   |                | Svc/Residential Street Resurfacing 7/23                          | 2023-1322 | \$ 716,074.75  |
| 63349                  | 110130 - ANDERSEN'S DOOR SERVICE, INC             | \$ 480.00      |                                                                  |           |                |
|                        |                                                   |                | Svc/Rolling Gate/Maint Yard 7/31                                 | 8644      | \$ 480.00      |
| 63350                  | 1200 - ANNEALTA GROUP                             | \$ 1,666.25    |                                                                  |           |                |
|                        |                                                   |                | Svc/Housing Element Implementation/Ordinance Amendments 7/23     | 2910      | \$ 1,588.75    |
|                        |                                                   |                | Svc/Planning Project Manager/Housing Element Implementation 7/23 | 2909      | \$ 77.50       |
| 63351                  | 1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS | \$ 29,742.00   |                                                                  |           |                |
|                        |                                                   |                | Inspect/Residential Street Resurfacing 7/23                      | 139855    | \$ 29,062.00   |
|                        |                                                   |                | Inspect/Various Non-CIP Engineering Permits 7/23                 | 139656    | \$ 680.00      |
| 63352                  | 110860 - AT&T                                     | \$ 824.23      |                                                                  |           |                |
|                        |                                                   |                | Svc/Internet 7/23                                                | 20322061  | \$ 824.23      |
| 63353                  | 110860 - AT&T                                     | \$ 2,586.37    |                                                                  |           |                |
|                        |                                                   |                | Cell Svc/Maint 8/23                                              | 8/23(F)   | \$ 55.31       |
|                        |                                                   |                | Cell Svc/PD 8/23                                                 | 8/23(C)   | \$ 235.43      |
|                        |                                                   |                | PD Svc/Mobile Data 8/23                                          | 8/23(B)   | \$ 2,099.50    |
|                        |                                                   |                | Svc/Planning iPads 8/23                                          | 8/23(D)   | \$ 66.44       |
|                        |                                                   |                | Wireless Svc/Sewer Truck & Myra Pump Station #2 8/23             | 8/23(E)   | \$ 129.69      |

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|---------------------|-----------------------------------------------------|----------------|----------------------------------------------------------------|------------------|----------------|
| 63354               | 110860 - AT&T                                       | \$ 28.52       |                                                                |                  |                |
|                     |                                                     |                | 9391033696-PD Phone Svc 8/23                                   | 8/23(A)          | \$ 28.52       |
| 63355               | 123003 - AUSMUS, SCOTT                              | \$ 12.00       |                                                                |                  |                |
|                     |                                                     |                | Meals/Investigations and Discipline in Critical Incidents 8/2  | 9/1/23           | \$ 12.00       |
| 63356               | 252 - AUTO ZONE, INC                                | \$ 111.21      |                                                                |                  |                |
|                     |                                                     |                | Air Conditioner Refrigerant(1 Can)/Brake Cleaner(12 Cans) 7/27 | 5521986576       | \$ 97.46       |
|                     |                                                     |                | Spark Plugs(4) 8/2                                             | 5521993175       | \$ 13.75       |
| 63357               | 630 - BATTERY SYSTEMS INC                           | \$ 374.97      |                                                                |                  |                |
|                     |                                                     |                | Vehicle Batteries(2) 8/10                                      | 34630809231314   | \$ 374.97      |
| 63358               | 109327 - BEE REMOVERS - HONEYCOTT, INC              | \$ 270.00      |                                                                |                  |                |
|                     |                                                     |                | Svc/Bee Removal 7/20                                           | 601423           | \$ 135.00      |
|                     |                                                     |                | Svc/Bee Removal 7/7                                            | 601365           | \$ 135.00      |
| 63359               | 1822 - BENEFITS COORDINATORS CORPORATION BCC        | \$ 11,147.90   |                                                                |                  |                |
|                     |                                                     |                | Insurance/Dental & Vision/City & Dist 9/23                     | B09XDR           | \$ 10,064.65   |
|                     |                                                     |                | Insurance/Dental & Vision/West Comm 9/23                       | B09YGK           | \$ 1,083.25    |
| 63360               | 619 - BERLITZ LANGUAGES, INC                        | \$ 110.00      |                                                                |                  |                |
|                     |                                                     |                | Svc/Bilingual Testing(2)/PD 5/23                               | 001-274-23-01397 | \$ 110.00      |
| 63361               | 1195 - BLUM, GREGORY                                | \$ 4,589.33    |                                                                |                  |                |
|                     |                                                     |                | Advanced Disability/Pension Payment 9/23                       | 9/1/23           | \$ 4,589.33    |
| 63362               | 2205 - BP FORD OF LONG BEACH                        | \$ 1,774.80    |                                                                |                  |                |
|                     |                                                     |                | Ignition Coil(6)/Fan Motor(1) 8/2                              | 205330FOW        | \$ 558.04      |
|                     |                                                     |                | Tire Sensors(4)/Throttle Body(1)/Misc 8/9                      | 205567FOW        | \$ 340.45      |
|                     |                                                     |                | Wheel Assemblies(2)Spark Plugs(6) 7/26                         | 205133FOW        | \$ 876.31      |
| 63363               | 111882 - CALIFORNIA YELLOW CAB CORP                 | \$ 5,520.00    |                                                                |                  |                |
|                     |                                                     |                | Sr Center/Nutrition Program 7/23                               | 7503023          | \$ 2,655.00    |
|                     |                                                     |                | Taxi Vouchers/Sr Center 7/23                                   | 7501023          | \$ 2,865.00    |
| 63364               | 722 - CALLYO 2009 CORP                              | \$ 1,340.64    |                                                                |                  |                |
|                     |                                                     |                | PD Svc/Body Wire 7/1/23-6/30/24                                | R18229           | \$ 1,340.64    |
| 63365               | 103016 - CAMERON WELDING CO                         | \$ 996.36      |                                                                |                  |                |
|                     |                                                     |                | Welding Gas Cylinders(2) 8/21                                  | 1578393-00       | \$ 996.36      |
| 63366               | 2118 - CASC ENGINEERING AND CONSULTING, INC         | \$ 8,857.72    |                                                                |                  |                |
|                     |                                                     |                | Consult/Modernization & Integration/Business Park 7/23         | 0049451          | \$ 8,857.72    |
| 63367               | 123012 - CHARLES ABBOTT ASSOCIATES                  | \$ 2,384.00    |                                                                |                  |                |
|                     |                                                     |                | Svc/Engineering Plan Checks 7/23                               | 66132            | \$ 2,384.00    |
| 63368               | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | \$ 3,013.14    |                                                                |                  |                |
|                     |                                                     |                | Svc/Cable/Council Chambers 8/10-9/9                            | 8/10/23-9/9/23   | \$ 132.43      |
|                     |                                                     |                | Svc/Internet Access 8/15-9/14                                  | 8/15/23-9/14/23  | \$ 1,594.96    |
|                     |                                                     |                | W/C CAD/RMS Ethernet Connection 8/4-9/3                        | 0026082080523    | \$ 1,285.75    |
| 63369               | 537 - CHAUNCEY, STEVE                               | \$ 170.00      |                                                                |                  |                |
|                     |                                                     |                | PD Reg/Laser Operator Course/AS 9/22                           | PD Reg 9/22      | \$ 55.00       |
|                     |                                                     |                | PD Reg/Radar Operator Course/AS 9/19-9/21                      | PD Reg 9/19-9/21 | \$ 115.00      |

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| 63370               | 2314 - CHIN, JAI YONG                               | \$ 1,500.00    | Tuition/Civil Course/Summer 2023                               | Tuit 9/1/23    | \$ 1,500.00    |
| 63371               | 110067 - COMLINK LASER CARE                         | \$ 523.78      | Toners(4)/PD 8/18                                              | 75185          | \$ 523.78      |
| 63372               | 2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC | \$ 15,000.00   | Svc/City Communication Support & Marketing 7/23                | 2308-523       | \$ 10,000.00   |
|                     |                                                     |                | Svc/Recreation Strategic Communication Support 7/23            | 2308-522       | \$ 5,000.00    |
| 63373               | 1617 - CONTROL AIR ENTERPRISES LLC                  | \$ 923.16      | Svc/HVAC Compressor/City Hall East Wing 7/24                   | 3083119        | \$ 923.16      |
| 63374               | 115003 - COUNTY OF ORANGE                           | \$ 1,104.51    | PD Svc/OC Automated Telecommunications System 8/23             | SH66008        | \$ 1,104.51    |
| 63375               | 766 - CPAC, INC                                     | \$ 683.55      | Software Maint/Sonicwall Remote Access 7/1/23-6/30/26          | SI-1297691     | \$ 683.55      |
| 63376               | 1475 - CYPRESS GIRLS SOFTBALL LEAGUE                | \$ 20,000.00   | Reimb/Field Renovation(2)/Walker Jr High School 7/30           | Reimb 9/1/23   | \$ 20,000.00   |
| 63377               | 2290 - d.d. PAGANO, INC IRRIGATION CONSULTANTS      | \$ 4,200.00    | Consult/Irrigation Pressure/Lexington Park 7/23                | 7311           | \$ 4,200.00    |
| 63378               | 1622 - DANIELS TIRE SERVICE, INC                    | \$ 932.28      | Vehicle Tires(7) 7/20                                          | 200479415      | \$ 932.28      |
| 63379               | 2226 - DAVID EVANS AND ASSOCIATES, INC              | \$ 10,023.24   | Consult/Right-of-Way Irrigation System/Water Conservation 7/23 | 542320         | \$ 10,023.24   |
| 63380               | 109280 - DIAL PRINTING-HMS INDUSTRIES INC           | \$ 2,828.44    | PD Svc/PACE Workbooks(650) 8/18                                | 22608          | \$ 2,828.44    |
| 63381               | 345 - DISCOUNT TIRE STORE                           | \$ 60.00       | Svc/Wheel Alignment/Unit #612                                  | 103001526      | \$ 60.00       |
| 63382               | 2299 - DOGTEAMPRO INC                               | \$ 497.00      | PD Sub/K9 Record Keeping 8/9/23-8/8/24                         | INV-0423       | \$ 497.00      |
| 63383               | 1296 - EDCO CNG                                     | \$ 1,676.49    | Natural Gas(520.65 Gls)/Sweepers(2)/Sewer Truck(1) 7/16-7/31   | 0808023-6      | \$ 1,676.49    |
| 63384               | 2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER | \$ 450.56      | PD Exam Gloves(4K) 8/23                                        | 6150683        | \$ 450.56      |
| 63385               | 2054 - FAST UNDERCAR BM INDUSTRY INC                | \$ 759.05      | Control Arms(2) 8/14                                           | 27FD0345       | \$ 208.80      |
|                     |                                                     |                | Repair/Suspension/Unit #632                                    | 27FC8971       | \$ 550.25      |
| 63386               | 1770 - FAZE 1 CORP DBA PREMIER PIPE INC             | \$ 14,227.20   | Svc/Sewer System Evaluation/CCTV/Project #318 7/23             | 318-CC01       | \$ 14,227.20   |
| 63387               | 130353 - FLEETPRIDE                                 | \$ 232.21      | Sweeper Brake Drum(1)/Brake Shoe Kit(1)/Misc 7/19              | 109361983      | \$ 232.21      |
| 63388               | 106030 - FRIENDS OF CYPRESS CULTURAL ARTS           | \$ 9,000.00    | Direct Funding FY 2023-24                                      | Donate 2023-24 | \$ 9,000.00    |

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| 63389               | 1115 - FRONTIER                              | \$ 137.27      |                                                    |              |                |
|                     |                                              |                | 7148996947 - Phone Svc/Sewers 9/23                 | 9/23(A)      | \$ 60.06       |
|                     |                                              |                | W/C Phone Svc/5624931036 9/23                      | 9/23         | \$ 77.21       |
| 63390               | 2276 - GENESIS BUILDERS, INC K2 PAINTING     | \$ 102,191.50  |                                                    |              |                |
|                     |                                              |                | Construct/Senior Center Interior Improvements 7/23 | 394          | \$ 102,191.50  |
| 63391               | 119018 - GOLDEN STATE WATER COMPANY          | \$ 56,220.44   |                                                    |              |                |
|                     |                                              |                | Svc/Athletic Fields 7/23                           | 7/23(H)      | \$ 11,042.16   |
|                     |                                              |                | Svc/Civic Center 7/23                              | 7/23(J)      | \$ 4,038.22    |
|                     |                                              |                | Svc/Community Center 7/23                          | 7/23(M)      | \$ 37.37       |
|                     |                                              |                | Svc/Maint Yard Landscaping 7/23                    | 7/23(L)      | \$ 503.98      |
|                     |                                              |                | Svc/Parks Landscaping 7/23                         | 7/23(I)      | \$ 25,220.26   |
|                     |                                              |                | Svc/Parkway Maint 8/23                             | 8/23(A)      | \$ 13,569.87   |
|                     |                                              |                | Svc/Sr Center 7/23                                 | 7/23(K)      | \$ 82.58       |
|                     |                                              |                | Svc/Stanton Channel Berm 7/23                      | 7/23(N)      | \$ 1,205.56    |
|                     |                                              |                | Svc/Storm Drain 8/23                               | 8/23         | \$ 520.44      |
| 63392               | 110049 - GREAT SCOTT TREE SERVICE INC        | \$ 16,266.25   |                                                    |              |                |
|                     |                                              |                | Emergency Svc/Trim Tree(1)/Berm 8/3                | 50368        | \$ 690.00      |
|                     |                                              |                | Svc/Trim Trees(144) 8/16                           | 50481        | \$ 7,351.25    |
|                     |                                              |                | Svc/Trim Trees(149) 8/8                            | 50480        | \$ 7,374.25    |
|                     |                                              |                | Svc/Trim Trees(24) 8/16                            | 50482        | \$ 850.75      |
| 63393               | 117233 - HOME DEPOT CREDIT SVC-REC #0720     | \$ 249.10      |                                                    |              |                |
|                     |                                              |                | Supplies/Recreation Facility Operations 7/12       | 9022677      | \$ 54.45       |
|                     |                                              |                | Supplies/Recreation Facility Operations 7/13       | 8060557      | \$ 106.25      |
|                     |                                              |                | Supplies/Recreation Facility Operations 7/26       | 5024191      | \$ 47.95       |
|                     |                                              |                | Supplies/Recreation Facility Operations 7/5        | 6057958      | \$ 29.70       |
|                     |                                              |                | Supplies/Recreation Facility Operations 7/5        | 6057965      | \$ 10.75       |
| 63394               | 1800 - INTERLOG CONSTRUCTION, INC            | \$ 235,143.93  |                                                    |              |                |
|                     |                                              |                | Retention/Construct/PD Modernization               | 13-Retention | \$ 235,143.93  |
| 63395               | 102993 - ITERIS, INC                         | \$ 630.00      |                                                    |              |                |
|                     |                                              |                | Svc/Maintain CCTV Network 7/23                     | 160597       | \$ 630.00      |
| 63396               | 103024 - JHM & CARSON SUPPLY                 | \$ 1,519.16    |                                                    |              |                |
|                     |                                              |                | Irrigation Backflow(1) 8/7                         | 89307/3      | \$ 775.77      |
|                     |                                              |                | Irrigation Couplings(12) 7/6                       | 88266/3      | \$ 76.73       |
|                     |                                              |                | Irrigation Couplings(4) 7/14                       | 88516/3      | \$ 137.17      |
|                     |                                              |                | Irrigation Valve(1)/Couplings(50)/Misc 7/19        | 88654/3      | \$ 122.07      |
|                     |                                              |                | Irrigation Valves(2) 7/28                          | 88992/3      | \$ 354.21      |
|                     |                                              |                | Tree Stakes(10)/Ties(10) 8/9                       | 89381/3      | \$ 53.21       |
| 63397               | 2039 - KELLY SPICERS INC KELLY SPICER STORES | \$ 822.74      |                                                    |              |                |
|                     |                                              |                | PD Copier Paper(83 Rms) 8/22                       | 11387476     | \$ 822.74      |

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| 63398               | 122069 - LIEBERT CASSIDY WHITMORE                        | \$ 1,568.00    |                                                              |                |                |
|                     |                                                          |                | Legal Svc/HR Matter #CY020-00001 6/23                        | 245095         | \$ 266.00      |
|                     |                                                          |                | Legal Svc/HR Matter #CY020-00001 7/23                        | 247224         | \$ 117.00      |
|                     |                                                          |                | Legal Svc/HR Matter #CY020-00038 6/23                        | 245936         | \$ 1,185.00    |
| 63399               | 2277 - LISA WISE CONSULTING, INC                         | \$ 7,970.00    |                                                              |                |                |
|                     |                                                          |                | Svc/Inclusionary Housing Feasibility Study 7/23              | 4603           | \$ 7,970.00    |
| 63400               | 112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS           | \$ 40.68       |                                                              |                |                |
|                     |                                                          |                | Updated Council Name Plates(2)/Name Badge(1)/AM 8/1          | 93239          | \$ 40.68       |
| 63401               | 130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER  | \$ 212.42      |                                                              |                |                |
|                     |                                                          |                | Replace/Turn Signal Switch/Sweeper Unit #137                 | XA211037876:01 | \$ 212.42      |
| 63402               | 2234 - MAIN ELECTRIC SUPPLY COMPANY LLC                  | \$ 9,325.24    |                                                              |                |                |
|                     |                                                          |                | Portable Power Boxes(2)/Lexington Park 8/17                  | 9528613        | \$ 5,406.96    |
|                     |                                                          |                | Wire Conductors(3)/Lexington Park 8/17                       | 9530617        | \$ 3,918.28    |
| 63403               | 111271 - MAR-CO EQUIPMENT CO                             | \$ 1,954.13    |                                                              |                |                |
|                     |                                                          |                | Sweeper Bolt(1)/Actuator Switch(1) 7/18                      | 194839         | \$ 73.56       |
|                     |                                                          |                | Sweeper Filter Element(4)/Filter(1) 7/26                     | 194991         | \$ 674.18      |
|                     |                                                          |                | Sweeper Hose Assemblies(2)/Filter(1)/Plug Wire(1) 7/10       | 194605         | \$ 672.41      |
|                     |                                                          |                | Sweeper Water Pump(1)/Springs(2) 8/10                        | 195350         | \$ 533.98      |
| 63404               | 113056 - MCMASTER CARR SUPPLY CO                         | \$ 454.71      |                                                              |                |                |
|                     |                                                          |                | Soap Dispensers(7)/PD 8/15                                   | 12679614       | \$ 454.71      |
| 63405               | 914 - MCSHANE, CHRISTOPHER                               | \$ 24.00       |                                                              |                |                |
|                     |                                                          |                | Meals/Diversiary Device Instructors Course 8/9-8/10          | Reimb 9/1/23   | \$ 24.00       |
| 63406               | 2217 - MI JALISCO NURSERY INC                            | \$ 1,073.83    |                                                              |                |                |
|                     |                                                          |                | Plants(100)/Shrubs(2) 7/20                                   | 3735           | \$ 522.58      |
|                     |                                                          |                | Trees(2) 8/9                                                 | 4224           | \$ 551.25      |
| 63407               | 109055 - MOTOROLA SOLUTIONS, INC                         | \$ 72.73       |                                                              |                |                |
|                     |                                                          |                | PD Microphone Belt Clips(15)/Mobile Audio Visual System 5/10 | 1187104939     | \$ 72.73       |
| 63408               | 129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC | \$ 1,849.09    |                                                              |                |                |
|                     |                                                          |                | Brake Rotors(2)/Filters(2)/Fuses(3) 5/23                     | 412736         | \$ 232.64      |
|                     |                                                          |                | Brake Rotors(4)/Brake Pads(2)/Misc 7/11                      | 438405         | \$ 725.83      |
|                     |                                                          |                | Brake Rotors(4)/Brake Pads(3)/Misc 7/5                       | 438203         | \$ 912.55      |
|                     |                                                          |                | Credit/Brake Rotors(2)/Filters(2)/Fuses(3) 8/23              | 441368         | \$ (232.64)    |
|                     |                                                          |                | Credit/Sweeper Starter Core 8/15                             | 440711         | \$ (26.60)     |
|                     |                                                          |                | Replace/Starter/Sweeper Unit #137                            | 440640         | \$ 200.61      |
|                     |                                                          |                | V-Belt(1)/Bolt(1) 7/17                                       | 439032         | \$ 36.70       |

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| 63409               | 672 - O'REILLY AUTO PARTS                               | \$ 1,918.65    | Credit/CV Shaft(1) 8/15                                       | 3078-428830    | \$ (130.47)    |
|                     |                                                         |                | CV Shaft(1) 6/20                                              | 3078-417154    | \$ 130.47      |
|                     |                                                         |                | Motor Oil(30 Qts)/Transmission Mount(1)/Misc 8/14             | 3078-428613    | \$ 491.44      |
|                     |                                                         |                | Motor Oil(50 Qts)/Oil Filters(10)/Air Filter(1)/Misc 7/6      | 3078-420127    | \$ 846.99      |
|                     |                                                         |                | Oil Filters(2) 7/17                                           | 3078-422731    | \$ 54.92       |
|                     |                                                         |                | Replace/Battery/Unit #145                                     | 3078-420616    | \$ 228.35      |
|                     |                                                         |                | Replace/Radiator/Unit #135                                    | 3078-425811    | \$ 217.87      |
|                     |                                                         |                | Replace/Window Motor/Unit #632                                | 3078-426521    | \$ 79.08       |
| 63410               | 2199 - OPPENHEIMER NATIONAL                             | \$ 3,481.95    | Retention/Svc/Park Improvements/Park Benches                  | 310C2          | \$ 1,887.95    |
|                     |                                                         |                | Retention/Svc/Park Improvements/Picnic Tables                 | 310D2          | \$ 1,594.00    |
| 63411               | 129575 - PARKHOUSE TIRE INC                             | \$ 1,439.36    | Sweeper Tire(1)/Trailer Tire(1) 7/20                          | 1020272117     | \$ 578.17      |
|                     |                                                         |                | Sweeper Tires(2) 7/19                                         | 1020271871     | \$ 861.19      |
| 63412               | 492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH | \$ 744.55      | Svc/Car Wash/PD(58)/Parks(1) 7/23                             | 2160           | \$ 744.55      |
| 63413               | 100070 - PINVIDIC, DEAN                                 | \$ 12.00       | Meals/Investigations and Discipline in Critical Incidents 8/2 | Reimb 9/1/23   | \$ 12.00       |
| 63414               | 100870 - POSTMASTER -CYPRESS POST OFFICE                | \$ 3,500.00    | Postage/2023 5K/10K Run Street Closure Postcards(17.5K)       | 9/1/23         | \$ 3,500.00    |
| 63415               | 2274 - R&S OVERHEAD DOORS OF SO CAL INC                 | \$ 60,509.30   | Replace/PD Vehicle Access Gates(2) 8/10                       | 8-11-868586    | \$ 60,509.30   |
| 63416               | 101148 - RED WING SHOE STORE                            | \$ 250.00      | Safety Shoes(1)/SVera 8/17                                    | 20230824025347 | \$ 250.00      |
| 63417               | 2297 - REVENUE & COST SPECIALISTS, LLC                  | \$ 4,550.00    | Svc/Prepare Cost Allocation Plan/Right-of-Way 8/23            | 9157           | \$ 4,550.00    |
| 63418               | 1975 - SAFELITE FULFILLMENT INC                         | \$ 95.00       | Repair/Windshield/Unit #641                                   | 703320         | \$ 95.00       |
| 63419               | 106893 - SAFESHRED                                      | \$ 40.00       | W/C Svc/Shredding 7/5                                         | 343737         | \$ 40.00       |
| 63420               | 100453 - SAGONA'S ALL CITY BACKFLOW                     | \$ 110.00      | Svc/Test & Certify/Backflow Devices(2 Locations) 8/15         | 106845         | \$ 110.00      |
| 63421               | 119141 - SANTA ANA RIVER FLOOD PROTECTION AGENCY        | \$ 1,300.00    | Dues/Santa Ana River Flood Protection Agency 2023-24          | Dues 2023-24   | \$ 1,300.00    |
| 63422               | 2317 - SCOTT FALEY AND STIGLBAUER LAW FIRM              | \$ 7,000.00    | Claim Settlement/Scott Faley                                  | 9/1/23         | \$ 7,000.00    |
| 63423               | 165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG           | \$ 799.43      | Disposable Gloves(3K)/Work Gloves(432 Pr) 7/21                | 7788           | \$ 799.43      |

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| 63424               | 119016 - SO CAL EDISON                                    | \$ 7,296.71    |                                                          |              |                |
|                     |                                                           |                | 700003851853 Svc/Parkways 7/23                           | 7/23(G)      | \$ 471.57      |
|                     |                                                           |                | 700134894611 - Svc/Traffic Signal 7/23                   | 7/23(E)      | \$ 32.70       |
|                     |                                                           |                | 700134894611 - Svc/Traffic Signal 8/23                   | 8/23(A)      | \$ 24.30       |
|                     |                                                           |                | 700564248438 Svc/Traffic Signals 7/23                    | 7/23(F)      | \$ 2,616.76    |
|                     |                                                           |                | 700710877173 - Svc/Lexington Park 8/23                   | 8/23         | \$ 4,151.38    |
| 63425               | 119017 - SO CAL GAS CO                                    | \$ 679.27      |                                                          |              |                |
|                     |                                                           |                | 00840909006 Svc/Comm Center 8/23                         | 8/23(D)      | \$ 145.54      |
|                     |                                                           |                | 08131074000 Svc/Storm Drain 8/23                         | 8/23(G)      | \$ 27.59       |
|                     |                                                           |                | 12600890003 Svc/Maint Yard 8/23                          | 8/23         | \$ 84.87       |
|                     |                                                           |                | 13230923008 Svc/Storm Drain 8/23                         | 8/23(C)      | \$ 17.07       |
|                     |                                                           |                | 14011061398 Svc/Storm Drain 8/23                         | 8/23(F)      | \$ 35.31       |
|                     |                                                           |                | 16111070716 Svc/Storm Drain 8/23                         | 8/23(E)      | \$ 51.05       |
|                     |                                                           |                | 18690942000 Svc/Sr Center 8/23                           | 8/23(A)      | \$ 191.93      |
|                     |                                                           |                | 19530910009 Svc/City Hall 8/23                           | 8/23(B)      | \$ 125.91      |
| 63426               | 127941 - SOUTH COAST AIR QUALITY MGT DISTRICT             | \$ 665.26      |                                                          |              |                |
|                     |                                                           |                | Fee/AQMD/Generator/PS #6 2023-24                         | 4217578      | \$ 504.91      |
|                     |                                                           |                | Fee/Generator Emissions/PS #6 2023-24                    | 4219880      | \$ 160.35      |
| 63427               | 1969 - SPINDOLA, CHRISTOPHER                              | \$ 36.00       |                                                          |              |                |
|                     |                                                           |                | Meals/Use of Force and De-Escalation 7/11-7/13           | Reimb 9/1/23 | \$ 36.00       |
| 63428               | 1348 - SUPPLY SOLUTIONS-SIGNAL HILL AUTO ENTERPRISES, INC | \$ 649.20      |                                                          |              |                |
|                     |                                                           |                | Trash Can Liners(1.5K) 7/28                              | 043316       | \$ 649.20      |
| 63429               | 588 - THE COUNSELING TEAM INTERNATIONAL                   | \$ 1,000.00    |                                                          |              |                |
|                     |                                                           |                | PD Svc/Employee Counseling 8/23                          | 87797        | \$ 1,000.00    |
| 63430               | 2241 - THE EMBLEM AUTHORITY EMBLEMS INC                   | \$ 528.00      |                                                          |              |                |
|                     |                                                           |                | PD Patches/Master Sergeant(100)/Master Officer(100) 8/21 | 43039        | \$ 528.00      |
| 63431               | 2067 - THE ORIGINAL GOODIE'S UNIFORM                      | \$ 1,545.38    |                                                          |              |                |
|                     |                                                           |                | PD Uniform Name Plates(67) 8/16                          | 10590        | \$ 794.08      |
|                     |                                                           |                | PD Uniform/CShockey                                      | 10838        | \$ 739.45      |
|                     |                                                           |                | PD Uniform/CShockey                                      | 10880        | \$ 11.85       |
| 63432               | 725 - TICORAT, NATHAN                                     | \$ 24.00       |                                                          |              |                |
|                     |                                                           |                | Meals/Patrol Rifle Course 7/31-8/1                       | Reimb 9/1/23 | \$ 24.00       |
| 63433               | 120010 - TIFFANYS GLASS & MIRROR                          | \$ 267.88      |                                                          |              |                |
|                     |                                                           |                | Replace/Display Case Glass/Community Center 7/18         | 128757       | \$ 267.88      |
| 63434               | 1170 - TOM'S PLUMBING & DRAIN SERVICE CORP                | \$ 370.00      |                                                          |              |                |
|                     |                                                           |                | Repair/HVAC Leak/City Hall 8/10                          | 59086        | \$ 185.00      |
|                     |                                                           |                | Repair/HVAC Leak/PD Cooling Tower 8/10                   | 59086(A)     | \$ 185.00      |
| 63435               | 2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP             | \$ 30,027.50   |                                                          |              |                |
|                     |                                                           |                | Consult/Security System Evaluation/City Facilities 7/23  | 963          | \$ 25,965.00   |
|                     |                                                           |                | Consult/Security System/Arnold Cypress Park Rehab 7/23   | 962          | \$ 4,062.50    |
| 63436               | 128063 - U S ARMOR CORPORATION                            | \$ 674.06      |                                                          |              |                |
|                     |                                                           |                | PD Ballistic Vest(1)/RMondon 8/14                        | 43111        | \$ 674.06      |

**City of Cypress**  
**Payment Register**  
**08/12/23-09/08/23**

| EFT/ Warrant Number | Vendor                                                | Payment Amount | Description                                                      | Invoice       | Invoice Amount |
|---------------------|-------------------------------------------------------|----------------|------------------------------------------------------------------|---------------|----------------|
| 63437               | 2240 - UNIVERSAL WASTE SYSTEMS                        | \$ 400.00      |                                                                  |               |                |
|                     |                                                       |                | Svc/Porta-Pottie(1)/Nature Park 7/6-7/24                         | 0002376704    | \$ 400.00      |
| 63438               | 116933 - V & V MANUFACTURING INC                      | \$ 132.57      |                                                                  |               |                |
|                     |                                                       |                | PD Repair/Badges(2) 8/14                                         | 57605         | \$ 132.57      |
| 63439               | 2089 - VAZQUEZ, JORGE M GREASE AWAY                   | \$ 1,200.00    |                                                                  |               |                |
|                     |                                                       |                | Svc/Clean Exhaust Hood/Comm Center Kitchen 7/27                  | 2063          | \$ 600.00      |
|                     |                                                       |                | Svc/Clean Exhaust Hood/Sr Center Kitchen 7/27                    | 2064          | \$ 600.00      |
| 63440               | 129595 - VERIZON WIRELESS - CA                        | \$ 92.84       |                                                                  |               |                |
|                     |                                                       |                | Cell Svc/Rec 8/23                                                | 8/23          | \$ 92.84       |
| 63441               | 1992 - VOORHEES, RONDA                                | \$ 1,072.50    |                                                                  |               |                |
|                     |                                                       |                | Instruct/Art/Piano 8/9-8/31                                      | 8/31/23       | \$ 1,072.50    |
| 63442               | 2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC | \$ 241.99      |                                                                  |               |                |
|                     |                                                       |                | Off-Site Records Storage/Retrieval 8/23                          | 3647811LAX1   | \$ 241.99      |
| 63443               | 1993 - WATANABE , BRYCE I                             | \$ 1,255.15    |                                                                  |               |                |
|                     |                                                       |                | Instruct/Karate 7/24-8/16                                        | 8/16/23       | \$ 1,255.15    |
| 63444               | 2193 - WEST GROVE VOLLEYBALL, LLC                     | \$ 366.60      |                                                                  |               |                |
|                     |                                                       |                | Instruct/Volleyball 8/6-8/27                                     | 8/27/23       | \$ 366.60      |
| 63445               | 875 - WIN-911 SOFTWARE-SPECTER INSTRUMENTS, INC       | \$ 800.00      |                                                                  |               |                |
|                     |                                                       |                | Software Maint/Pump Station Control Board/Maint Yard 6/24/23-6/2 | 2023623       | \$ 800.00      |
| 63446               | 423 - YORBA REGIONAL ANIMAL HOSPITAL & PET RESORT     | \$ 135.37      |                                                                  |               |                |
|                     |                                                       |                | PD Vet Svc/Kubo 8/14                                             | 5438649845    | \$ 135.37      |
| 63447               | 0 - CYPRESS CHURCH OF CHRIST                          | \$ 40.00       |                                                                  |               |                |
|                     |                                                       |                | Refund/Rental Fee/Contract #7690                                 | Rfd 9/1/23    | \$ 40.00       |
| 63448               | 0 - DANTAS, DIANE                                     | \$ 40.00       |                                                                  |               |                |
|                     |                                                       |                | Refund/Rental Fee/Contract #7448                                 | Rfd 9/1/23    | \$ 40.00       |
| 63449               | 0 - HALE, JANICE                                      | \$ 40.00       |                                                                  |               |                |
|                     |                                                       |                | Refund/Rental Fee/Contract #7035                                 | Rfd 9/1/23    | \$ 40.00       |
| 63450               | 0 - JIN, STEVEN                                       | \$ 150.00      |                                                                  |               |                |
|                     |                                                       |                | Refund/Facility Deposit/Contract #7767                           | Rfd 9/1/23    | \$ 150.00      |
| 63451               | 0 - MEIPING, JHERN                                    | \$ 40.00       |                                                                  |               |                |
|                     |                                                       |                | Refund/Citation #CP472971                                        | Rfd 9/1/23    | \$ 40.00       |
| 63452               | 0 - MILES, CAROL                                      | \$ 40.00       |                                                                  |               |                |
|                     |                                                       |                | Refund/Rental Fee/Contract #7625                                 | 2024-00000795 | \$ 40.00       |
| 63453               | 0 - NGUYEN, DOMINICK                                  | \$ 500.00      |                                                                  |               |                |
|                     |                                                       |                | Refund/Recycling Deposit/CDD-23-22/11579 Malden St               | Rfd 9/1/23    | \$ 500.00      |
| 63454               | 0 - OH, DAVID                                         | \$ 150.00      |                                                                  |               |                |
|                     |                                                       |                | Refund/Facility Deposit/Contract #7433                           | Rfd 9/1/23    | \$ 150.00      |
| 63455               | 0 - RIPPE, LAWRENCE                                   | \$ 500.00      |                                                                  |               |                |
|                     |                                                       |                | Refund/Recycling Permit/CDD-23-171                               | Rfd 9/1/23    | \$ 500.00      |
| 63456               | 0 - SOSA, MIGUEL                                      | \$ 150.00      |                                                                  |               |                |
|                     |                                                       |                | Refund/Facility Deposit/Contract #7492                           | Rfd 9/1/23    | \$ 150.00      |

**City of Cypress**  
**Payment Register**  
**08/12/23-09/08/23**

| EFT/ Warrant<br>Number      | Vendor                | Payment Amount  | Description                                         | Invoice    | Invoice Amount  |
|-----------------------------|-----------------------|-----------------|-----------------------------------------------------|------------|-----------------|
| 63457                       | 0 - TRAN, HENRY HUYEN | \$ 40.00        | Refund/Citation #CP474408                           | Rfd 9/1/23 | \$ 40.00        |
| 63458                       | 0 - VELAZQUEZ, CINDY  | \$ 300.00       | Refund/Facility Deposit/Contract #7043              | Rfd 9/1/23 | \$ 300.00       |
| 63459                       | 0 - WILLEMS, RON      | \$ 500.00       | Refund/Recycling Deposit/CDD-22-236/5277 Hanover Dr | Rfd 9/1/23 | \$ 500.00       |
| Total EFTs                  |                       | \$ 701,950.94   |                                                     |            | \$ 701,950.94   |
| Total Warrants              |                       | 2,428,670.72    |                                                     |            | 2,428,670.72    |
| Transfer to Payroll (W1509) |                       | 797,643.17      | Payroll 08/04/23-08/18/23                           |            | 797,643.17      |
| Transfer to Payroll (W1510) |                       | 759,610.51      | Payroll 08/18/23-09/01/23                           |            | 759,610.51      |
| Grand Totals                |                       | \$ 4,687,875.34 |                                                     |            | \$ 4,687,875.34 |



## CITY OF CYPRESS

### CITY COUNCIL REPORT

#### City Council Regular

17.

**FROM:** Ad Hoc Subcommittee, Mayor Mallari and Mayor Pro Tem Minikus

**DATE:** 09/25/2023

**SUBJECT:** Direct the City Manager and City Attorney to Investigate the Disclosure of Information from Closed Session City Council Meetings

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#### **RECOMMENDATION**

Direct the City Manager and City Attorney to investigate the disclosure of information from closed session City Council meetings.

#### **DISCUSSION**

The Brown Act requires that most actions a city council takes are transparently deliberated, discussed and voted upon in public, because the public has the right to know not only the decisions a city council makes, but also the discussion, consideration and debate leading up to those decisions. The Brown Act also allows city councils to deliberate in private “closed session” concerning some topics, such as real estate, labor negotiations and litigation. The Brown Act makes it a crime to disclose confidential information from closed session city council meetings.

It is vitally important the Cypress City Council be able to have frank discussions in closed session without the threat of its deliberations or strategy being illegally disclosed. The reasons for this are obvious: discussing legal strategy in an open forum could put the city at a disadvantage when negotiating a settlement or making arguments in court; and revealing what the city is willing to pay in real estate transactions or during contract negotiations with a union can cost taxpayers money.

On September 13, 2023, the Event-News Enterprise newspaper reported confidential vote totals of two closed session legal discussions. This information is restricted to Council Members, attorneys and city staff, and should not have been revealed. While the Event-News Enterprise’s decision to report on confidential closed session votes is regrettable and inconsistent with ethical journalism principles, the community faces a larger issue - how was this information disclosed from a closed City Council session?

To ensure the City Council adheres to the Brown Act and to restore the community's confidence that information discussed in closed session will remain confidential, we

recommend that the City Council direct the City Manager and City Attorney to initiate an investigation into the disclosure of the closed session information to the Event-News Enterprise, select and engage a qualified, experienced firm to perform the investigation, and call on every Council Member to support the investigation and fully cooperate with it.

**BUDGET IMPACT**

Sufficient funding is available in the budget for City Attorney services.

**LEGAL REVIEW**

None required.

**APPROVED BY:**

Peter Grant, City Manager

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