



AMENDED AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

January 22, 2024

3:30 P.M. - Workshop/Closed Session

5:00 P.M. - General Session

6:00 P.M. - Public Hearing

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

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

AGENDA AMENDMENT

- Agenda Item No. 1 - Submitted public comments attached to report.

CALL TO ORDER

3:30 P.M.

Executive Board Room

ROLL CALL

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

Mayor Scott Minikus

Mayor Pro Tem Bonnie Peat

Council Member David Burke

Council Member Anne Mallari

Council Member Frances Marquez

ORAL COMMUNICATIONS ON WORKSHOP/ CLOSED SESSION ITEMS (Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

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

WORKSHOP SESSION

Options to Increase Capacity for High Demand Summer Programs

Update Park Regulations

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Fortis LLP v. Frances Marquez, City of Cypress

Case No. 30-2022-01277792-CU-WM-CJC

Orange County Superior Court

THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: Cypress Police Department, Chief of Police

RECONVENE

5:00 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 Scott Minikus

Mayor Pro Tem Bonnie Peat

Council Member David Burke

Council Member Anne Mallari

Council Member Frances Marquez

INVOCATION First Baptist Church of Cypress

PLEDGE OF ALLEGIANCE

REPORT OF CLOSED SESSION / WORKSHOP

City Manager/City Attorney

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 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. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. Receive and File Public Comments Submitted for the January 22, 2024 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

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

3. Approve Plans and Specifications for Electric Vehicle Charging Stations at City Facilities, Project 321

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve plans and specifications for electric vehicle charging stations at City facilities, Project 321.

4. Approve the Purchase of Replacement Computers and Software

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

Recommendation:

1. Approve a purchase 156 replacement computers from Dell Marketing LP for \$183,930.31; and

2. Approve a three-year Microsoft Office 365 Subscription with Dell Marketing LP for \$142,683.

5. Receive an Update on the Strategic Plan Six-Month Objectives

Prepared by: Peter Grant, City Manager

Recommendation: Receive an update on the Strategic Plan six-month objectives.

6. Receive and File the Investment Report for the Month Ended December 31, 2023

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

Recommendation: Receive and file the attached investment report.

7. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of October 7, 2023 through January 5, 2024.

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

Recommendation: Receive and file the attached payment register summarized below for the period of October 7, 2023 through January 5, 2024:

- Electronic Funds Transfers 13877 through 14380
- Warrants 63670 through 64334
- Payroll Transfers W1513 through W1519

PUBLIC HEARING - 6:00 P.M. (Three minutes per speaker)

The public may address the City Council on public hearing items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with 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.

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

8. Conduct a Public Hearing to Take Testimony Regarding the Composition of Potential City Council Election Districts

Prepared by: Fred Galante, City Attorney

Recommendation:

1. Hold a public hearing to take testimony on neighborhoods and communities of interest; and
2. Provide direction on the draft City Council election district maps and sequence of elections.

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 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 LONGTIME CYPRESS RESIDENTS JANET
SPURGEON AND GLORIA LIVINGSTON**

The next meeting will be an adjourned Regular Meeting, to be held on Monday, February 12, 2024, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the Council Chambers and proceed through the Civic Center to the parking lot.

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 18th day of January, 2024.

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/5186560612063046488>. 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. 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.
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (631) 992-3221 and entering Access Code 825-046-969. 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: 01/22/2024

SUBJECT: Receive and File Public Comments Submitted for the January 22, 2024 City Council Meeting

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Submitted Public Comments

From: [Wanda](#)
To: [City Clerk](#)
Subject: Fw: By-District Election process
Date: Monday, January 22, 2024 11:01:18 AM

Good Morning,

Please see the email below.

Bob R. Youngsma
5692 Newman St.
Cypress, CA 90630
(714) 609-4484

From: Wanda <fordflatty@aol.com>
Sent: Monday, January 22, 2024 10:11 AM
To: Cypress Administration <adm@cypressca.org>
Subject: Fw: By-District Election process

Good Morning,

I am submitting the email below to be included in the Agenda Item #8 for the Public hearing regarding the composition of potential City council election districts.

Feel free to call if you have any questions.

Bob R. Youngsma
5692 Newman St.
Cypress, CA 90630
(714) 609-4484

----- Forwarded Message -----

From: Wanda <fordflatty@aol.com>
To: sminikus@cypressca.org <sminikus@cypressca.org>; bpeat@cypressca.org <bpeat@cypressca.org>; dburke@cypressca.org <dburke@cypressca.org>; amallari@cypressca.org <amallari@cypressca.org>; fmarquez@cypressca.org <fmarquez@cypressca.org>
Sent: Friday, January 19, 2024 at 10:29:45 AM PST
Subject: By-District Election process

Good Morning,

I am very disappointed with the city council and the city manager. I believe that the city is trying to make it hard for Cypress residence to get involved with the mapping of the by-district elections. Having the first meeting mixed in with the city council meeting is not a good time for having this type of meeting. Many of the Cypress residents work until 5 or 6 pm and will never be able to make it to these meetings. All meetings should be held on a Saturday, around 10:00 a.m. This way the residents can have a good night's sleep and also have breakfast prior to the meeting. This issue is very important and should not be decided by the city manager and just a handful of residents.

At this time, to stop anyone from playing games with the district map, I believe that all of the council members should have to rerun for office during the next election. By having all of the council seats open, there will be less "playing" with the map for the districts. We currently have council members that should be included in the same district, if the district lines are done correctly.

At the meetings, the city should have available for the residents a map of the city showing the location and number of all of the registered voters. Under no circumstances should the district lines be drawn to make sure that you keep any of the existing council member. If the existing council members are in the same district, that is the way that it should be. And if they want to rerun for their seat, then they will need to re-run against another council member.

Thank-you for your time.

Bob R. Youngsma

5692 Newman St.

Cypress, CA 90630

(714) 609-4484 cell

From: [Wanda](#)
To: [City Clerk](#)
Subject: Fw: Mayor Scott Minikus
Date: Monday, January 22, 2024 11:02:37 AM

Good Morning,

Please see the email thread below.

Wanda Youngsma
5692 Newman St.
Cypress, CA 90630
(714) 875-6675

----- Forwarded Message -----

From: Wanda <fordflatty@aol.com>
To: adm@cypressca.org <adm@cypressca.org>; David Burke <dburke@cypressca.org>; Frances Marquez <fmarquez@cypressca.org>; bpeat@cypressca.org <bpeat@cypressca.org>; amallari@cypressca.org <amallari@cypressca.org>
Sent: Monday, January 22, 2024 at 10:25:07 AM PST
Subject: Fw: Mayor Scott Minikus

Good Morning,

I would like to request that my email below, that was sent January 17, 2024 to the council members, be added to the agenda under "Council Member Items for Future Consideration". Mr. Minikus has got to be stopped. He needs to be punished for the numerous times that he has gone against the Civility, Conduct and Governance Policy. He signed the policy agreeing to follow the Civility, Conduct and Government Policy. This needs to be addressed and not "swept under the rug".

Feel free to call if you have any questions.

Wanda Youngsma
5692 Newman St.
Cypress, CA 90630
(714) 875-6675

----- Forwarded Message -----

From: Wanda <fordflatty@aol.com>
To: bpeat@cypressca.org <bpeat@cypressca.org>; David Burke <dburke@cypressca.org>; amallari@cypressca.org <amallari@cypressca.org>; Frances Marquez <fmarquez@cypressca.org>
Sent: Wednesday, January 17, 2024 at 11:04:15 AM PST
Subject: Mayor Scott Minikus

Good Morning,

I would like to express my concern regarding Scott Minikus sitting on the Cypress City Council as the Mayor of our City. His 15 minute "Rant" at the Special Council meeting January 10, 2024, should have been stopped. His timeline isn't exactly correct and the fact that he broke a majority of the rules in the Civility, Conduct and Governance Policy should prove that he does not belong as the Mayor of the City. The City Council should make a motion, 2nd and pass the motion, to remove him from the Mayor position and also not let him be elected as Mayor pro tem position.

Again I will say, he needs to be censured!! Prove to the Cypress residents that the Civility.

Conduct and Governance Policy was written for all of the Council members, not just for one.

Scott's "rant" during the Special meeting January 10, 2024 was #1 Disrespectful (C1), full of false information (C2), full of derogatory comments (C3), in no way was he a good role model (C5), he needs to apologize to 2 council members and the residents of the City (C8), not pre-judge others (C14), personally attacked 2 council members and residents of the city (C15), the comments that he made regarding 2 council members should never have been made during the council meeting (C16), acted like 2 council members were not on the same team as the remaining council members (C18), should have fact-checked (C19), be fair, impartial and unbiased (G9), Act in the public interest (E1), conduct should have been above reproach and should have avoided even the appearance of impropriety (E3).

One last item, in regard to the Enforcement of the Policy, if the mayor is responsible for maintaining the decorum and civility at public meetings, who is responsible for maintaining the decorum and civility when the mayor is the person that is out of line?

Hoping that you do the correct thing and vote to remove Scott Minikus from the Mayor (and Mayor Pro Tem) position, and censure him for his actions. This is not the first, second or even the fourth time that he has personally attacked people while sitting on the Dias.

Wanda Youngsma
5692 Newman St.
Cypress, CA 90630
(714) 875-6675



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

3.

FROM: Douglas Dancs, Director of Public Works

DATE: 01/22/2024

SUBJECT: Approve Plans and Specifications for Electric Vehicle Charging Stations at City Facilities, Project 321

RECOMMENDATION

Approve plans and specifications for electric vehicle charging stations at City facilities, Project 321.

DISCUSSION

The FY 2023-24 Capital Improvement Program (CIP) includes installation of electric vehicle (EV) charging stations at City Hall, the Senior Center, and the Community Center. Lexington Park is the only City facility that currently offers EV charging stations.

Last March, the City Council awarded a task order to BOA Architecture to prepare project plans and specifications. The project will install a combination of level 2 chargers (the most common type of charger), direct current (DC) fast chargers, and EV Ready spaces. EV Ready spaces are out-fitted with all the electrical infrastructure and equipment necessary for future EV charger installation. The project also includes the required number of ADA-accessible spaces and charging station locations at the Community Center and Senior Center, which were determined in collaboration with Recreation and Community Services.

	Standard Charging	Fast Charging	EV Ready Spaces
City Hall	4	2	19
Community Center	2	2	10
Senior Center	1	1	5
Total	7	5	34

Public Works will solicit bids in February and expects to recommend a construction contract to City Council in March. The project should be completed in the fall. The CIP includes a second phase to install EV charging stations at the Public Works Maintenance Yard in FY 2024-25.

Fees charged to users will be consistent with the EV chargers at Lexington Park and the City's Master Fee Schedule: \$0.34/per kWh for the first three hours, then \$5.00 per hour after that. The new chargers will be incorporated into the City's existing Master Services and Subscription Agreement with ChargePoint for software maintenance and management.

Combined, these projects will enable the City to begin converting parts of its fleet to EVs, expand the community's charging options and assist with employee recruitment and retention.

BUDGET IMPACT

There is no budget impact associated with the approval of plans and specifications. The FY 2023-24 Budget includes \$500,000 for the construction of EV charging stations.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Site Map



N

Grindlay Ave

19 EV Ready Spaces

Install 6 EV Charging Stations
2 fast charging
4 standard

City Hall
5275 Orange Ave

Orange Ave

N

10 EV Ready Spaces

Install 4 EV Charging Spaces:
2 fast charging
2 standard

Graham St

Community Center
5700 Orange Ave



Senior Center
9031 Grindlay St

Grindlay Ave

Install 2 EV Charging Spaces:
1 fast charging
1 standard

5 EV Ready Spaces



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 01/22/2024

SUBJECT: Approve the Purchase of Replacement Computers and Software

RECOMMENDATION

1. Approve a purchase 156 replacement computers from Dell Marketing LP for \$183,930.31; and
2. Approve a three-year Microsoft Office 365 Subscription with Dell Marketing LP for \$142,683.

DISCUSSION

The city-wide replacement of computers and Microsoft Office software is included in the Five-Year Technology Master Plan. The current computers were purchased in 2017 and are no longer supported or under warranty and are considered end-of-life by the manufacturer. Additionally, these computers do not meet the minimum system requirements for the latest and most secure operating system.

In the past six years, computer applications have advanced significantly and require additional computer memory, faster processors and more storage. The system upgrade will ensure productivity is maximized and the city's technologies stay compliant with security best practices and leverage more efficient cloud applications and services. Computers' operating system will be upgraded to Windows 11 and productivity software to Microsoft Office 365. The current computers are fully depreciated and sufficient amounts have been set aside and budgeted in the equipment replacement fund for the purchase.

Dell offers competitively bid pricing to California state and local governments under the NASPO ValuePoint Master Price Agreement. The Microsoft Office 365 subscriptions are also offered under a competitively bid agreement by the California County of Riverside Master Agreement for Microsoft Services. Section 21A-10(e) of the Municipal Code provides for the use of these types of agreements to achieve a cost-effective option for the purchase of discounted commodities, such as equipment and software.

BUDGET IMPACT

Sufficient amounts are budgeted in the Capital Replacement Fund for the purchase of replacement computers and the Windows 11 operating system.

City-wide subscription costs for Microsoft Office 365 are \$47,561 annually for the next three years. Sufficient amounts are available in the Budget to pay the software licensing costs through June 30, 2024 and future budgets will incorporate the annual cost of the recommended subscription services.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Dell - Computer Hardware Quote

Dell - Software Subscription Quote

Cost Summary - Computer and Productivity Subscription Software

NASPO Master Agreement

Riverside County Microsoft Enterprise Agreement



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000169719027.4	Sales Rep	Jordan Singer
Total	\$183,930.31	Phone	(800) 456-3355, 6179209
Customer #	3425143	Email	Jordan_Singer@Dell.com
Quoted On	Dec. 20, 2023	Billing To	HARRY DAMALLAS
Expires by	Jan. 19, 2024		CITY OF CYPRESS POLICE DEPT
Contract Name	Dell NASPO Computer		PO BOX 609
Contract Code	Equipment PA - California		CYPRESS, CA 90630-0609
Customer Agreement #	C000000181156		
Deal ID	MNWCN-108 / 7-15-70-34-003		
	26871553		

Message from your Sales Rep

Thank you for your quote request! Attached you will find a line-by-line break down for your requested quote. Please do me a favor and double check the shipping/billing addresses as well as the specifications per your request.

Regards,
Jordan Singer

Shipping Group

Shipping To	Shipping Method
ADRIAN SMITH CITY OF CYPRESS POLICE DEPT 5285 CYPRESS ST CYPRESS, CA 90630-2215 (714) 229-6715	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	\$931.00	80	\$74,480.00
OptiPlex Micro (Plus 7010)	\$943.80	6	\$5,662.80
OptiPlex All-in-One (Plus 7410)	\$1,179.75	8	\$9,438.00
Precision 3460 Small Form Factor	\$1,482.27	12	\$17,787.24
Dell Latitude 5440	\$1,203.80	4	\$4,815.20

Dell Latitude 5540	\$1,196.07	19	\$22,725.33
Mobile Precision 3480	\$1,564.01	1	\$1,564.01
Mobile Precision 3580	\$1,591.41	6	\$9,548.46
Dell Latitude 5540	\$1,394.79	5	\$6,973.95
Dell Thunderbolt 4 Dock- WD22TB4	\$185.62	36	\$6,682.32
OptiPlex Small Form Factor (Plus 7010)	\$945.75	15	\$14,186.25
Subtotal:			\$173,863.56
Shipping:			\$0.00
Environmental Fee:			\$210.00
Non-Taxable Amount:			\$46,889.67
Taxable Amount:			\$127,183.89
Estimated Tax:			\$9,856.75
Total:			\$183,930.31

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Maximize your new technology on day one

Dell ProDeploy Suite

Learn More

Shipping Group Details

Shipping To	Shipping Method
ADRIAN SMITH CITY OF CYPRESS POLICE DEPT 5285 CYPRESS ST CYPRESS, CA 90630-2215 (714) 229-6715	Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	\$931.00	80	\$74,480.00
Estimated delivery if purchased today: Jan. 09, 2024 Contract # C000000181156 Customer Agreement # MNWNC-108 / 7-15-70-34-003			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXE	-	80	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	80	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	80	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	80	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	80	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	80	-
M.2 22x30 Thermal Pad	412-AAQT	-	80	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	80	-
NO RAID	817-BBBN	-	80	-
Intel Integrated Graphics	490-BBFG	-	80	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	80	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	80	-
No Optical Drive	429-ABKF	-	80	-
CMS Software not included	632-BBBJ	-	80	-
No Media Card Reader	379-BBHM	-	80	-
No Additional Video Ports	492-BCKH	-	80	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	80	-
Mouse included with Keyboard	570-AADI	-	80	-
No Cover Selected	325-BCZQ	-	80	-
Dell Additional Software	658-BFPY	-	80	-
ENERGY STAR Qualified	387-BBLW	-	80	-
Dell Watchdog Timer	379-BEZG	-	80	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	80	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	80	-
Shipping Material	340-CQYR	-	80	-
Shipping Label	389-BBUU	-	80	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	80	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	80	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	80	-

Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	80	-
Desktop BTO Standard shipment	800-BBIO	-	80	-
No Additional Add In Cards	382-BBHX	-	80	-
Custom Configuration	817-BBBB	-	80	-
Internal Speaker	520-AARD	-	80	-
Intel vPro Enterprise	631-ADPF	-	80	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	80	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	80	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	80	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	80	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	80	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	80	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	80	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	80	-

Unit Price	Quantity	Subtotal
\$943.80	6	\$5,662.80

OptiPlex Micro (Plus 7010)

Estimated delivery if purchased today:

Jan. 05, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	210-BFXT	-	6	-
13th Gen Intel Core i5-13500T (6+8 Cores/24MB/20T/1.6GHz to 4.6GHz/35W)	338-CHBX	-	6	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	6	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	6	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWS	-	6	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	6	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	6	-
NO RAID	817-BBBN	-	6	-
Micro Plus with 35W CPU L5.5 FSJ local build	329-BHPL	-	6	-
US Power Cord	450-AAZN	-	6	-
External Antenna	555-BHDT	-	6	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	6	-
Wireless Driver, Intel(R) WiFi 6e AX211 2x2 (Gig+) + Bluetooth 5.3	555-BII O	-	6	-
No Additional Video Ports	492-BCKH	-	6	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	6	-
Mouse included with Keyboard	570-AADI	-	6	-
No Cover Selected	325-BCZQ	-	6	-
Dell Additional Software	658-BFPY	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
Dell Watchdog Timer	379-BEZG	-	6	-
Quick Start Guide, OptiPlex Micro Plus	340-DDHH	-	6	-

Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
Shipping Material	340-CQYN	-	6	-
Shipping Label	389-BBUU	-	6	-
FSJ Reg label 130W adaptor	389-FBSJ	-	6	-
Intel Rapid Storage Technology Driver MFF	658-BFQK	-	6	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	6	-
Desktop BTO Standard shipment	800-BBIO	-	6	-
130 Watt A/C Adapter	450-AMQF	-	6	-
Custom Configuration	817-BBBB	-	6	-
No Option Included	340-ACQQ	-	6	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	6	-
Internal Speaker	520-AAVE	-	6	-
Intel vProEnterprise	631-ADQL	-	6	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	6	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	6	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	6	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	6	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	6	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	6	-
No Accidental Damage Selected	981-4619	-	6	-

Unit Price	Quantity	Subtotal
\$1,179.75	8	\$9,438.00

OptiPlex All-in-One (Plus 7410)

Estimated delivery if purchased today:

Jan. 05, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex All-in-One (Plus 7410)	210-BFXB	-	8	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	8	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	8	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	8	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWS	-	8	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	8	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	8	-
NO RAID	817-BBBN	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
OptiPlex All-in-One Plus, 23.8" FHD Non-touch, FHD camera, UMA, 160W Bronze Power Supply	329-BHQQ	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	8	-
Screw for WLAN card	555-BIGS	-	8	-
Wireless Driver, Intel AX211 Wi-Fi 6E (6Ghz) 2x2, Bluetooth 5.2	555-BIGV	-	8	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	8	-

Mouse included with Keyboard	570-AADI	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Dell Additional Software	658-BFPY	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
Dell Watchdog Timer	379-BEZG	-	8	-
Quick Start Guide, OptiPlex All-in-One Plus	340-DDFQ	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	8	-
DAO factory Information	340-DFWR	-	8	-
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex All-in-One Plus, 160W Bronze, FSJ	389-FBTV	-	8	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFQI	-	8	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	8	-
Desktop BTO Standard shipment	800-BBIO	-	8	-
Height Adjustable Stand for OptiPlex All-in-One Plus	575-BCNO	-	8	-
Custom Configuration	817-BBBB	-	8	-
Intel vPro Enterprise	631-ADPR	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	8	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	8	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6942	-	8	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6952	-	8	-
ProSupport Plus: Next Business Day Onsite 5 Years	997-6962	-	8	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6982	-	8	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	8	-

Unit Price	Quantity	Subtotal
\$1,482.27	12	\$17,787.24

Precision 3460 Small Form Factor

Estimated delivery if purchased today:

Jan. 09, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	12	-
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	12	-
HEATSINK for 65W CPU	412-AAZQ	-	12	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	12	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	12	-
NVIDIA T1000, 4 GB GDDR6, low profile, 4 mDP to DP adapters	490-BHJI	-	12	-
32 GB: 2 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXV	-	12	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	12	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	12	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJGJ	-	12	-

Intel Management Engine with vPro	631-ADHJ	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	12	-
Mouse included with Keyboard	570-AADI	-	12	-
Shipping Material (DAO)	340-CBUU	-	12	-
Shipping Material	340-CQYR	-	12	-
Custom Configuration	817-BBBB	-	12	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	12	-
Additional Software Win 11	658-BFNE	-	12	-
Quick Setup Guide, Precision 3460	340-CYUT	-	12	-
Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJHY	-	12	-
No Optical Drive	429-ABKR	-	12	-
Integrated Intel SATA Controller	403-BBCE	-	12	-
No Media Card Reader	385-BBBL	-	12	-
Internal Speaker	520-AARD	-	12	-
Dell Precision TPM	340-ACBY	-	12	-
No SATA RAID	780-BBCJ	-	12	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	12	-
C1 SSD Boot + SSD	449-BBYR	-	12	-
No Hard Drive	400-AKZR	-	12	-
No Hard Drive	400-AKZR	-	12	-
No Hard Drive	400-AKZR	-	12	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	12	-
No Hard Drive	400-AKZR	-	12	-
CMS Software not included	632-BBBJ	-	12	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	12	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-2861	-	12	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-2870	-	12	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-2879	-	12	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6822	-	12	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	12	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	12	-

Unit Price	Quantity	Subtotal
\$1,203.80	4	\$4,815.20

Dell Latitude 5440

Estimated delivery if purchased today:

Jan. 04, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5440 XCTO Base	210-BFZY	-	4	-

13th Generation Intel(R) Core(TM) i5-1340P (12 MB cache, 12 cores, up to 4.6 GHz)	379-BFBT	-	4	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	4	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	4	-
Intel 13th Generation Core i5-1340P Trans., Intel Integrated Graphics, TBT4	338-CHFS	-	4	-
Intel(R) Rapid Storage Technology Driver	409-BCWR	-	4	-
Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	346-BINX	-	4	-
Intel vPro Essentials Technology Enabled	631-ADPX	-	4	-
16 GB, 2 x 8GB, DDR5, 5200MT/s, Non-ECC, dual-channel	370-BBNX	-	4	-
256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOLL	-	4	-
14.0" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BH DU	-	4	-
English US backlit keyboard, 79-key	583-BHCH	-	4	-
Wireless Intel AX211 WLAN Driver	555-BJFN	-	4	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	4	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	4	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Latitude 5440 Quick Start Guide	340-DDHM	-	4	-
ENERGY STAR Qualified	387-BBPC	-	4	-
Custom Configuration	817-BBBB	-	4	-
Dell Additional Software	658-BFQB	-	4	-
Mix Model 28W CPU + UMA + 65W ADPT	340-DKVD	-	4	-
Intel Core i5 vPro Essentials	389-ECWL	-	4	-
Latitude 5440 Bottom Door (Big Door), Intel 13th Gen P-Series CPU	321-BJTG	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
FHD RGB Camera	319-BBJT	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Dell Limited Hardware Warranty	997-8317	-	4	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	4	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	4	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	4	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	4	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	4	-
		Unit Price	Quantity	Subtotal
		\$1,196.07	19	\$22,725.33

Dell Latitude 5540

Estimated delivery if purchased today:

Jan. 12, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 XCTO Base	210-BGBM	-	19	-
13th Generation Intel(R) Core(TM) i5-1340P (12 MB cache, 12 cores, up to 4.6 GHz)	379-BFBT	-	19	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	19	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	19	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	19	-
Intel vPro Essentials Technology Enabled	631-ADPT	-	19	-
16 GB, 2 x 8GB, DDR5, 5200MT/s, Non-ECC, dual-channel	370-BBNX	-	19	-
M.2 2230 PCIe NVMe Gen4x4 256GB SSD Class 35	400-BOWJ	-	19	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BHEU	-	19	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	19	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	19	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	19	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	19	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	19	-
Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	346-BINO	-	19	-
E4 Power Cord 1M for US	537-BBDO	-	19	-
Latitude 5540 Quick Start Guide	340-DDHL	-	19	-
ENERGY STAR Qualified	387-BBPC	-	19	-
Custom Configuration	817-BBBB	-	19	-
Dell Additional Software	658-BFQB	-	19	-
Mix Model 65W Adapter (WHN)	340-DJVQ	-	19	-
Intel Core i5 vPro Essentials	389-ECWL	-	19	-
Assembly Base	338-CHGG	-	19	-
Intel 13th Generation i5-1340P Trans., Intel Integrated Graphics, Thunderbolt	338-CHGO	-	19	-
Latitude 5540 Bottom Door, Intel 13th Gen P-Series CPU, Intel Integrated Graphics	321-BJTM	-	19	-
FHD RGB Camera	319-BBJT	-	19	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	19	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	19	-
Dell Limited Hardware Warranty	997-8317	-	19	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	19	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	19	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	19	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	19	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	19	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	19	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	19	-

Mobile Precision 3480

Estimated delivery if purchased today:

Jan. 04, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Unit Price	Quantity	Subtotal
\$1,564.01	1	\$1,564.01

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3480 CTO	210-BGDH	-	1	-
Intel Core i7-1370P, vPro Enterprise (24MB Cache, 14 Cores, 20 Threads, 1.9 - 5.2 GHz Turbo, 28W)	379-BFDJ	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
Intel i7-1370P 28W Processor with vPro and NVIDIA RTX A500 4GB GDDR6 Graphics	329-BHVI	-	1	-
NVIDIA RTX A500, 4GB GDDR6 Graphics Card	490-BIGJ	-	1	-
14" FHD LCD with 250 nits, Non-touch, FHD RGB Camera and Microphone, and WLAN	391-BHKR	-	1	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	1	-
32GB, 2x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMS	-	1	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOTJ	-	1	-
English US backlit keyboard, 79-key	583-BHCH	-	1	-
Single Pointing Keyboard, Finger Print Reader, Smart Card Reader	346-BJQL	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (Wi-Fi 802.11ax), Bluetooth	555-BIIJ	-	1	-
3 Cell, 54Whr, Standard Battery	451-BDBN	-	1	-
100W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDIO	-	1	-
Intel vPro Enterprise Technology Enabled	631-BBPS	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Wireless Intel AX211 WLAN Driver	555-BJKG	-	1	-
Mix Packaging for 100W Adapter and NVIDIA Graphics	340-DKNL	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Core i7 vPro Enterprise Label	340-CYNX	-	1	-
Dell Additional Software	658-BFPP	-	1	-
Quick Setup Guide-Mobile Precision 3480	340-DHDK	-	1	-
Bottom Cover for Intel P 28W CPUs	354-BBGP	-	1	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-1068	-	1	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-1089	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-1139	-	1	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6068	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	1	-

Intel(R) Rapid Storage Technology Driver	409-BCWR	-	1	-
		Unit Price	Quantity	Subtotal
Mobile Precision 3580		\$1,591.41	6	\$9,548.46
Estimated delivery if purchased today: Jan. 12, 2024 Contract # C000000181156 Customer Agreement # MNWNC-108 / 7-15-70-34-003				
Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3580 CTO	210-BGDN	-	6	-
Intel Core i7-1370P, vPro Enterprise (24MB Cache, 14 Cores, 20 Threads, 1.9 - 5.2 GHz Turbo, 28W)	379-BFDJ	-	6	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	6	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	6	-
Intel i7-1370P 28W Processor with vPro and NVIDIA RTX A500 4GB GDDR6 Graphics	329-BHXP	-	6	-
NVIDIA RTX A500, 4GB GDDR6 Graphics Card	490-BIGN	-	6	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nits, non-touch, RGB FHD Camera and Mic with WLAN	391-BHKE	-	6	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	6	-
32GB, 2x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMS	-	6	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	6	-
Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	346-BINO	-	6	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (Wi-Fi 802.11ax), Bluetooth	555-BIIJ	-	6	-
3 Cell, 54WHr, Standard Battery	451-BDBN	-	6	-
100W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDIO	-	6	-
Intel vPro Enterprise Technology Enabled	631-BBPQ	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	6	-
E5 Power Cord 1M US	537-BBDK	-	6	-
Wireless Intel AX211 WLAN Driver	555-BJKL	-	6	-
Mix Packaging for 100W Adapter	340-DKFK	-	6	-
Custom Configuration	817-BBBB	-	6	-
Intel Core i7 vPro Enterprise Label	340-CYNX	-	6	-
Dell Additional Software	658-BFPP	-	6	-
Quick Setup Guide for Mobile Precision 3580	340-DFTR	-	6	-
Bottom Cover for NVIDIA Discrete graphics P 28W CPUs	354-BBGK	-	6	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-1068	-	6	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-1089	-	6	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	6	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-1139	-	6	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6068	-	6	-

Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115

Extended Battery Service for Years 2 and 3 of System Life

Intel(R) Rapid Storage Technology Driver

997-8367

815-2815

409-BCWS

- 6

- 6

- 6

Unit Price
\$1,394.79

Quantity
5

Subtotal
\$6,973.95

Dell Latitude 5540

Estimated delivery if purchased today:

Jan. 23, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 XCTO Base	210-BGBM	-	5	-
13th Generation Intel(R) Core(TM) i5-1340P (12 MB cache, 12 cores, up to 4.6 GHz)	379-BFBT	-	5	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	5	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	5	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	5	-
Intel vPro Essentials Technology Enabled	631-ADPT	-	5	-
16 GB, 2 x 8GB, DDR5, 5200MT/s, Non-ECC, dual-channel	370-BBNX	-	5	-
M.2 2230 PCIe NVMe Gen4x4 256GB SSD Class 35	400-BOWJ	-	5	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 400 nits, FHD Cam, SLP, ComfView+, WLAN/WWAN(5G)	391-BHES	-	5	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	5	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	5	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	5	-
5G - Intel 5000 Global 5G (DW5931e), eSIM	556-BDKR	-	5	-
AT&T SIM Card	556-BDKS	-	5	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	5	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	5	-
Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	346-BINO	-	5	-
E4 Power Cord 1M for US	537-BBDO	-	5	-
Latitude 5540 Quick Start Guide	340-DDHL	-	5	-
ENERGY STAR Qualified	387-BBPC	-	5	-
Custom Configuration	817-BBBB	-	5	-
Dell Additional Software	658-BFQB	-	5	-
Mix Model 65W Adapter (WHN)	340-DJVQ	-	5	-
Intel Core i5 vPro Essentials	389-ECWL	-	5	-
Assembly Base	338-CHGG	-	5	-
Intel 13th Generation i5-1340P Trans., Intel Integrated Graphics, Thunderbolt	338-CHGO	-	5	-
Latitude 5540 Bottom Door, Intel 13th Gen P-Series CPU, Intel Integrated Graphics	321-BJTM	-	5	-
FHD RGB Camera	319-BBJT	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-

Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	5	-
Dell Limited Hardware Warranty	997-8317	-	5	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	5	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	5	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	5	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	5	-
Extended Battery Service for Years 2 and 3 of System Life	815-2815	-	5	-
		Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4		\$185.62	36	\$6,682.32

Estimated delivery if purchased today:

Dec. 27, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	36	-
Advanced Exchange Service, 3 Years	872-8550	-	36	-
Dell Limited Hardware Warranty	872-8557	-	36	-
		Unit Price	Quantity	Subtotal
		\$945.75	15	\$14,186.25

OptiPlex Small Form Factor (Plus 7010)

Estimated delivery if purchased today:

Jan. 05, 2024

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7-15-70-34-003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXE	-	15	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	15	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	15	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	15	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	15	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	15	-
M.2 22x30 Thermal Pad	412-AAQT	-	15	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	15	-
NO RAID	817-BBBN	-	15	-
Intel Integrated Graphics	490-BBFG	-	15	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	15	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	15	-
DVD+/-RW Bezel	325-BDSH	-	15	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	15	-
CMS Essentials DVD no Media	658-BBTV	-	15	-
No Media Card Reader	379-BBHM	-	15	-
No Additional Video Ports	492-BCKH	-	15	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	15	-

Mouse included with Keyboard	570-AADI	-	15	-
No Cover Selected	325-BCZQ	-	15	-
Dell Additional Software	658-BFPY	-	15	-
ENERGY STAR Qualified	387-BBLW	-	15	-
Dell Watchdog Timer	379-BEZG	-	15	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	15	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	15	-
Shipping Material	340-CQYR	-	15	-
Shipping Label	389-BBUU	-	15	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	15	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	15	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	15	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	15	-
Desktop BTO Standard shipment	800-BBIO	-	15	-
No Additional Add In Cards	382-BBHX	-	15	-
Custom Configuration	817-BBBB	-	15	-
Internal Speaker	520-AARD	-	15	-
Intel vPro Enterprise	631-ADPF	-	15	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	15	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	15	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	15	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	15	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	15	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	15	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	15	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	15	-

Subtotal:	\$173,863.56
Shipping:	\$0.00
Environmental Fee:	\$210.00
Estimated Tax:	\$9,856.75
Total:	\$183,930.31

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@deli.com
512.720.4469

Customer: City of Cypress**Contract:** Riverside County Master Agreement - PSA-0001524 (8084445)**Microsoft Enterprise Agreement (EA) #:** TBD/ Future (new)**Date of Issue:** 1/9/2024**Quote Expires:** 2/29/2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance					
Product Description	Mfg#	Quantity	Unit Price	Ext. Price	
Shared Devices					
Office Professional Plus ALng LSA (licensed "per computer")	269-05623	10	\$207.50	\$2,075.00	
Annual Payment Section 1:					\$2,075.00
Section 2- Monthly Subscriptions					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Online Services Products					
O365 G3 GCC Sub Per User (100gb mailbox, email DLP, archiving, legal hold, rich desktop Office apps, Sharepoint Online, 5TB OneDrive, Teams)	AAA-11894	145	12	\$20.13	\$35,026.20
Additional Online Services Products					
Entra ID P1 GCC Sub Per User (Azure Active Directory Premium Plan 1)	MQM-00001	175	12	\$4.47	\$9,387.00
Exchange Online P1 GCC Sub Per User (just email; no word/excel, no sharepoint, etc)	3MS-00001	30	12	\$2.98	\$1,072.80
Annual Payment Section 2:					\$45,486.00
Notes:					
Microsoft Enterprise Agreement (EA) Master#: 8084445					Total Annual Payment Yr 1 \$47,561.00
Microsoft Enterprise Agreement (EA) Enrollment#: Future/TBD					Total Annual Payment Yr 2 \$47,561.00
Previous Enrollment# (NA)					Total Annual Payment Yr 3 \$47,561.00
					Total of 3 years of Payments \$142,683.00

Notes:

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell i ASAP. Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Computer Replacement Purchase - Cost Summary

January 22, 2024

Quote Name and Description	Quote Number	Amount
<u>Dell - Computer Hardware Quote</u>		
Includes desktop and laptop computers, and laptop docks for replacement of existing city computers.	3000169719027.4	\$ 183,930.31
<u>Dell - Software Subscription Quote</u>		
Includes Microsoft 365 Government Community Cloud office productivity software subscription licenses	Unnumbered - Dated 1/9/24	\$ 142,683.00
Total Recommended Purchase		\$ 326,613.31

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

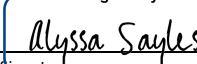
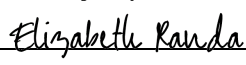
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. DocuSigned by: By: <u></u> Signature ID: 963F195AB752450... <u>Alyssa Sayles</u> Printed Name Title: <u>Contract Administrator</u> Date: <u>5/10/2021</u> By: _____ Signature _____ Printed Name Title: _____ Date: _____	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u></u> Signature ID: 742DE739C8ED492... Title: <u>Acquisition Management Specialist</u> Date: <u>5/14/2021</u> 3. Commissioner of Administration Or delegated representative. DocuSigned by: By: <u></u> Signature ID: 68D02A26D7604BA... Date: <u>5/14/2021</u>
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AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: <u>[Signature]</u> Signature <u>Bodie Robbins</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>12/19/19</u> By: _____ Signature Printed Name Title: _____ Date: _____	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>1.27.2020</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u>[Signature]</u> Date: <u>1/27/2020</u>
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AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: <u><i>D. Wigington</i></u> Signature <u>Diane Wigington</u> Printed Name Title: <u>Contracts Program Manager</u> Date: <u>02/14/2017</u> By: _____ Signature Printed Name _____ Title: _____ Date: _____	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: <u><i>Andy Doran</i></u> Title: <u>Acquisition Management Specialist</u> Date: <u>2/15/17</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u><i>Lucy J. Jarameth</i></u> Date: <u>2/16/2017</u>
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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day; On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R, Z, Z1&ZS	.5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

WITH

DELL MARKETING, L.P.

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop 8707 *RR1-33 Legal 8m*
Round Rock, TX 78682 *2/26/15*
1.7.2 2/3/15

CONTRACT NO: MNWNC-108

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

Contract Vendor Administrator: Diane Wigington
Email: Diane.Wigington@dell.com
Phone: (512) 728-4805

THROUGH
EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G. Miller*

Stephanie G. Miller

Printed Name

Title: Contract Manager / Senior Manager 8m

Date: 16 February 2015

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Joe Karel*

Title: Master Agreement Administrator

Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: _____

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SUMMARY	3
EXHIBIT A - TERMS & CONDITIONS	5
EXHIBIT B - PRICING	24
EXHIBIT B - PRICING SCHEDULE	26
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)	27
EXHIBIT D - WEBSITE	28
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)	29
EXHIBIT F - REPORTING	31
EXHIBIT G - DEFINITIONS	32



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WCSA-NASPO Cooperative Procurement Program ("WCSA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WCSA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WCSA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WCSA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
 - 7.1 **Confidentiality.** The parties acknowledge that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- Nonperformance of contractual requirements; or
 - A material breach of any term or condition of this Master Agreement; or
 - Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17.

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. **Notwithstanding the above,** the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. LIMITATION OF LIABILITY. NEGOTIATED.

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 34. SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification 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 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 and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had 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 meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] 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 this clause titled, "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.
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 covered transactions, 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 federal procurement and nonprocurement 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 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 and/or debarment.

b. **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 participation in this transaction 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.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

- 25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

- 28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- reject any and all responses received;
 - select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST

LINK: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

2. BAND DISCOUNTS - (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)

	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

CATEGORY EXCEPTIONS:

Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%

CATEGORY EXCEPTIONS:

Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%

4. SERVICES

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see <http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties>

Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site - Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS - Request a quote for discounts on bulk/volume purchases.

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to \$2B	13.5%
\$2B to \$4B	14%
\$4B to \$6B	14.5%
\$6B to \$8B	15%
\$8B to \$10B	15.5%
Over \$10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|--|
| ☐ Update of Product & Service Schedule | Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| ☐ Quarterly Self Audit | Check this box to verify the Quarterly Self Audit has been completed |
| ☐ Third Party Product Addition | Provide warranty Guarantee |
| ☐ Marketing Approval | Attach Materials for review |
| ☐ Material Website Change | Describe and provide link for review |
| ☐ Miscellaneous Inquiry | Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____





COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

PARTICIPATING ADDENDUM AMENDMENT

NASPO VALUEPOINT COMPUTER EQUIPMENT

California Participating Addendum No. 7-15-70-34-003

Amendment No. 2

DELL MARKETING L.P. (Contractor)

This Amendment 2 ("Amendment") for Participating Addendum Number 7-15-70-34-003 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and Dell Marketing, L.P. ("Contractor").

The parties hereto mutually agree to amend the Participating Addendum as follows:

1. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

Dell Marketing L.P. (Contractor)	
Name:	Sadie Robbins
Phone:	(512) 723-6961
Fax:	(512) 283-9092
E-Mail:	Sadie_Robbins@Dellteam.com
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: _____

Name: Jim Butler

Title: Deputy Director

Date: September 8, 2016

Contractor:
DELL MARKETING, L.P.

By: _____

Name: Amy Ivy

Title: Contracts Manager

Date: 9/7/16

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003
DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 1 – Desktop
Band 2 – Laptop
Band 3 – Tablet
Band 4 – Server
Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	<u>Amanda_Hudson@Dell.com</u>
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: CCW for JB
Name: Jim Butler
Title: Deputy Director
Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy
Name: Amy Ivy
Title: Contracts Manager
Date: 9/30/15

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

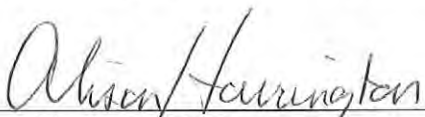
15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dell Marketing L.P., a Texas corporation

By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Alisson Harrington
Senior Commercial Counsel

Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
Biz Apps			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
Apps and Infrastructure			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B (cont.)
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Dcsktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:

Attention: Rick Har
E-mail: RHar@rivco.org

Payment should be made to
Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501

County of Riverside TIN # 95-6000930

Company Name Dell Marketing L.P.

Name Stacie Becker Title Proposal Manager

Address One Dell Way

City Round Rock Zip Code 78682 Telephone # 512-725-3007

Fax # n/a Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

A handwritten signature in blue ink, appearing to read "Stacie Becker", is written over a horizontal line.

Signature

Stacie Becker

Printed Name

September 19, 2019

Date

Proposal Manager

Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	<i>Company name</i>							
RIVCO Contract ID	<i>RIVCO-20800-00x-xx/xx</i>							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

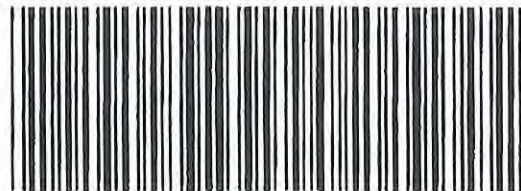
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

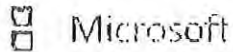
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

Program Signature Form

MBA/MSA number

004-kayleed-S-04

Agreement number

808444S

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

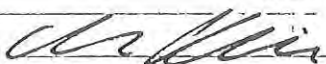
Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* <i>[Signature]</i>	
Printed First and Last Name* Richard R. Hai	
Printed Title* Sr. Procurement Contract Specialist	
Signature Date* 08/22/2019	
Tax ID	

* indicates required field

FORM APPROVED, COUNTY COUNSEL
BY: *[Signature]* 8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

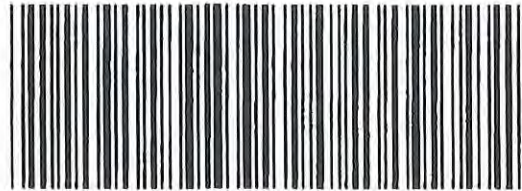
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA
 Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

Amendment to Contract Documents

Agreement Number:

808445

004-kaylead-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

* The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EQ" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated, revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. ("First Amendment"), dated as of 01 April 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Dell Marketing L.P. ("CONTRACTOR"), a Texas corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the "Agreement") to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the "Term")."

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference."

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Susanna Oh
Deputy County Counsel

Dell Marketing L.P., a Texas corporation

By: _____

Amanda E. Hudson
Contracts Manager

Dated: 4/17/20



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

5.

FROM: Peter Grant, City Manager

DATE: 01/22/2024

SUBJECT: Receive an Update on the Strategic Plan Six-Month Objectives

RECOMMENDATION

Receive an update on the Strategic Plan six-month objectives.

DISCUSSION

The Strategic Plan establishes major goals and objectives for the City. It provides the principal guidance for the preparation of the budget and a plan for implementation and accountability. The Strategic Plan is among the City Council's most effective tools to improve services and preserve Cypress' high quality of life.

The City Council updated the Strategic Plan in October 2023, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of January 22, 2024.

A special City Council meeting will be held in March 20, 2024 to update the plan for the next six months.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-Month Objectives

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

O c t o b e r 2 0 2 3 – M a r c h 2 0 2 4

THREE-YEAR GOAL: MAINTAIN INFRASTRUCTURE AND FACILITIES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 13, 2023 City Council meeting	Public Works Director and Recreation & Community Services Director	Recommend a construction contract for the Arnold Cypress Park rehabilitation to the City Council.	X			
2. By February 1, 2024	Public Works Director	Issue Request for Proposals/Qualifications for the design of Myra Avenue pump station No. 1.		X		
3. By March 1, 2024	Public Works Director	Recommend a plan for the installation of audio pedestrian accessible crosswalk signals to the City Manager.		X		

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

O c t o b e r 2 0 2 3 – M a r c h 2 0 2 4

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the March 25, 2024 City Council meeting	Finance Director	Recommend options for Pension Trust assets to fully offset CalPERS unfunded actuarial pension liabilities by 2030 to the City Council.			X	
2. At the January 22, 2024 City Council meeting	Planning Director	Recommend an agreement for the Housing Element Implementation public outreach plan to the City Council.	X			
3. At the January 29, 2024 City Council meeting	Planning Director	Recommend the second phase of disposition of 5732 Lincoln Ave. to the City Council.			X	
4. At the February 26, 2024 City Council workshop	Planning Director	Present the Cypress Business Park Specific Plan modernization plan to the City Council.		X		

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

O c t o b e r 2 0 2 3 – M a r c h 2 0 2 4

THREE-YEAR GOAL: ENHANCE AND MAINTAIN PUBLIC SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By March 15, 2024	Police Chief and HR, working with the Police Management Association and Police Officers' Association	Update the Police department's personnel evaluation system.		X		
2. At the November 13, 2023 City Council meeting	Police Chief, Finance Director and IT	Recommend the replacement of the Police Department's in-car camera system, including automated license plate reader technology to the City Council.	X			
3. By February 28, 2024	Police Chief	Provide Emergency Operations Center training to city staff.		X		
4. By December 31, 2023	Police Chief, Finance Director and IT	Recommend specifications and a funding plan for a Police department body-worn cameras to the City Manager.	X			

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

O c t o b e r 2 0 2 3 – M a r c h 2 0 2 4

THREE-YEAR GOAL: ENHANCE RECREATION FACILITIES AND PROGRAMS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 13, 2023 City Council meeting	Public Works Director, Recreation & Community Services Director, and Police Chief	Recommend Oak Knoll Park security upgrades to the City Council.	X			
2. By December 15, 2023	Recreation & Community Services Director and Public Works Director	Hold the Arnold Cypress Park reconstruction groundbreaking ceremony.	X			
3. At the January 22, 2024 City Council workshop	Recreation & Community Services Director	Present options to increase capacity for high demand summer programs to the City Council.		X		
4. At the January 22, 2024 City Council workshop	Recreation & Community Services Director and City Attorney	Recommend updated park regulations to the City Council.		X		

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

O c t o b e r 2 0 2 3 – M a r c h 2 0 2 4

THREE-YEAR GOAL: MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 13, 2023 City Council meeting	City Clerk and IT	Recommend a contract for agenda management and video streaming services system to the City Council.	X			
2. Future	City Manager and City Clerk	Present a strategic communications work plan, including review of the City's logos and branding to the City Council.				
3. Ongoing	City Manager and City Attorney, working with the City Council	Assess and respond to the California Voting Rights Act lawsuit and potentially consider changes to the City's system for electing Council Members.				



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 01/22/2024

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

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of December 31, 2023, the City had \$201.1 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.39%. 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 present the investments held by the City of Cypress as of December 31, 2023. The Investment Reports consist of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City's Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments result in limited yields on City investments.
4. Interfund Investments - Indicates outstanding loans between City funds. There is currently one loan due to the Infrastructure Reserve Fund from the Cypress Recreation and Park District General Fund related to the construction of Lexington Park.

5. Summary of Cash and Investments Held In Trust - Presents investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the potential for higher yields to be earned over the long-term on investments held in the pension trust.

As mentioned previously, the City had \$201.1 (current market value) in cash and investments at December 31, 2023. The investments included Federal Agencies Debt (\$150.4 million) and Investment Pools (\$47.4 million). The City's bank accounts held \$3.3 million on December 31, 2023.

A portion of the investment portfolio is invested in the State Investment Pool (Local Agency Investment Fund or LAIF) which is managed by investment experts and provides a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool can provide a competitive yield, liquidity and investment knowledge that otherwise would not be available 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:

Matt Burton, Director of Finance & Administrative Services

Attachments

Investment Report for the Month Ended December 31, 2023

City of Cypress

Summary of Cash and Investments

As of December 31, 2023

Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1) Ckg	General Operating Account	BMO		1/1/2024	-	\$ 3,258,905.78	\$ 3,258,905.78
Pool	Local Agency Investment Fund	State Treasurer		1/1/2024	3.929	27,000,000.00	26,630,308.95
Pool	Local Agency Investment Fund	State Treasurer		1/1/2024	3.929	21,000,000.00	20,712,462.52
TSY	US Treasury Bill	BMO	7/28/2022	2/15/2024	2.957	3,995,943.57	3,987,400.00
FHLB	Federal Home Loan Bank	BMO	5/16/2022	2/16/2024	2.651	4,500,000.00	4,485,510.00
FHLB	Federal Home Loan Bank	BMO	2/27/2023	2/27/2024	5.125	10,000,000.00	9,995,200.00
FHLB	Federal Home Loan Bank	BMO	4/28/2022	4/19/2024	2.749	3,000,000.00	2,982,540.00
FFCB	Federal Farm Credit Bank	BMO	2/21/2023	8/21/2024	4.875	10,000,000.00	9,988,800.00
FFCB	Federal Farm Credit Bank	BMO	10/27/2022	10/17/2024	4.620	5,000,000.00	4,980,200.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	7/28/2022	12/30/2024	3.350	4,000,000.00	3,938,960.00
FFCB	Federal Farm Credit Bank	BMO	1/10/2023	1/10/2025	4.310	3,008,100.00	2,998,800.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	1/30/2023	1/27/2025	5.000	10,000,000.00	9,961,700.00
FHLB	Federal Home Loan Bank	BMO	5/27/2021	2/27/2025	0.660	3,000,000.00	2,877,570.00
FFCB	Federal Farm Credit Bank	BMO	3/22/2021	3/17/2025	0.700	4,000,000.00	3,808,640.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	9/21/2022	3/31/2025	4.320	5,000,000.00	4,956,250.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	5/11/2023	5/9/2025	5.299	8,550,000.00	8,529,223.50
FHLMC	Federal Home Loan Mortgage Corp	BMO	6/6/2023	6/6/2025	5.320	5,000,000.00	4,988,300.00
FHLB	Federal Home Loan Bank	BMO	3/20/2023	6/20/2025	5.379	5,000,000.00	5,004,450.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	9/30/2022	9/30/2025	4.750	5,000,000.00	4,976,800.00
FFCB	Federal Farm Credit Bank	BMO	1/13/2023	1/13/2026	4.000	2,000,000.00	1,986,260.00
FFCB	Federal Farm Credit Bank	BMO	3/2/2023	3/2/2026	4.478	5,002,500.00	5,020,550.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	3/13/2023	3/13/2026	5.625	10,000,000.00	9,983,300.00
FFCB	Federal Farm Credit Bank	BMO	9/29/2023	4/20/2026	5.000	4,985,581.99	5,075,100.00
FFCB	Federal Farm Credit Bank	BMO	6/23/2023	6/23/2026	4.820	5,000,000.00	5,002,500.00
FHLB	Federal Home Loan Bank	BMO	6/26/2023	6/26/2026	5.350	4,815,000.00	4,805,466.30
FHLB	Federal Home Loan Bank	BMO	11/30/2023	11/17/2026	4.420	5,028,050.00	5,073,300.00
FHLMC	Federal Home Loan Mortgage Corp	BMO	9/29/2023	8/23/2027	5.869	4,996,250.00	5,001,950.00
FHLB	Federal Home Loan Bank	BMO	11/15/2023	11/15/2027	5.625	5,000,000.00	5,016,250.00
FFCB	Federal Farm Credit Bank	BMO	12/6/2023	12/6/2027	5.380	5,000,000.00	5,001,300.00
FFCB	Federal Farm Credit Bank	BMO	6/6/2023	6/6/2028	5.850	5,000,000.00	5,000,200.00
FFCB	Federal Farm Credit Bank	BMO	6/30/2023	6/30/2028	5.000	5,000,000.00	4,988,650.00
Ckg	Worker's Comp Account	BMO		1/1/2024	-	50,000.00	50,000.00
Ckg	Liability Account	California Bank & Trust		1/1/2024	-	8,500.00	8,500.00
Cash	Petty Cash	City		1/1/2024	-	8,350.00	8,350.00
						<u>\$ 202,207,181.34</u>	<u>\$ 201,083,697.05</u>
Average Weighted Yield to Maturity:		4.39%					
Average Weighted Days to Maturity:		488.59					

(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

	10/31/2023	+RECEIPTS	(DISBURSEMENTS)	11/30/2023	+RECEIPTS	(DISBURSEMENTS)	12/31/2023
GENERAL							
111/114 GENERAL FUND/GENERAL FUND-GRANTS	\$ 27,168,130	\$ 3,988,684	\$ (3,311,714)	\$ 27,845,100	\$ 6,408,209	\$ (3,374,324)	\$ 30,878,985
SPECIAL REVENUE							
115 PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212 CRPD-GENERAL FUND	11,986,295	1,372,841	(1,341,203)	12,017,933	5,499,678	(4,140,379)	13,377,232
213 CRPD-PARK DEVELOPMENT	4,178	23,421	-	27,599	-	-	27,599
221 TRAFFIC SAFETY	19,151	-	-	19,151	-	-	19,151
230 STREETS	9,558,600	263,903	(37,777)	9,784,726	563,587	(46,012)	10,302,301
251 LIGHTING DISTRICT #2	5,649,193	303,308	(141,089)	5,811,412	519,579	(95,377)	6,235,614
261 STORM DRAIN	2,077,406	28,028	(15,107)	2,090,327	29,536	(65,599)	2,054,264
262 PLANNED LOCAL DRAINAGE FACILITY	1,084,653	-	-	1,084,653	-	-	1,084,653
271 CORP CNTR MAINT DISTRICT #1	159,027	-	(4,546)	154,481	49,098	(8,885)	194,694
280 ASSET SEIZURE	1,351,989	-	(7,718)	1,344,271	-	(26,838)	1,317,433
291 CABLE TV FRANCHISE AGREEMENT	779,542	16,032	-	795,574	-	-	795,574
301 SUPPLEMENTAL LAW ENFORCEMENT	92,673	-	(8,030)	84,643	23,867	(10,580)	97,930
321 SEWER FUND	8,034,640	138,263	(48,236)	8,124,667	146,233	(44,201)	8,226,699
471 LOW AND MODERATE HSG ASSET	17,419	298	(1,036)	16,681	500	(2,098)	15,083
CAPITAL PROJECTS							
415 CITY CAPITAL PROJECTS	16,154,938	-	(60,490)	16,094,448	150,000	(148,499)	16,095,949
416 INFRASTRUCTURE RESERVE	73,082,301	36,102	(13,252)	73,105,151	-	(7,444)	73,097,707
TRUST AND AGENCY							
600 TRUST AND AGENCY	1,464,677	97,875	(14,573)	1,547,979	49,356	(19,390)	1,577,945
611 BUSINESS ASSESSMENT DISTRICT	-	-	-	-	-	-	-
612 CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620 REC & COMM SERVICES FOUNDATION	32,843	-	(93)	32,750	-	-	32,750
INTERNAL SERVICE							
710 CENTRAL SERVICES	3,802,096	234,767	(203,679)	3,833,184	246,528	(357,502)	3,722,210
720 CAPITAL REPLACEMENT	15,709,228	65,059	(4,012)	15,770,275	62,735	(229,770)	15,603,240
730 TECHNOLOGY IMPROVEMENT	2,273,110	-	-	2,273,110	-	-	2,273,110
750 EMPLOYEE BENEFITS	3,097,626	1,232,193	(1,078,195)	3,251,624	1,667,994	(967,359)	3,952,259
760 LIABILITY SELF INSURANCE	1,964,796	51,126	-	2,015,922	51,126	-	2,067,048
770 WORKERS COMP SELF INSURANCE	3,364,806	59,478	(32,416)	3,391,868	94,391	(58,619)	3,427,640
OTHER							
811/812 WESTCOMM JPA	4,951,117	79,553	(360,126)	4,670,544	120,385	(344,153)	4,446,776
	<u>194,040,285</u>	<u>\$ 7,990,931</u>	<u>\$ (6,683,292)</u>	<u>195,347,924</u>	<u>\$ 15,682,802</u>	<u>\$ (9,947,029)</u>	<u>201,083,697</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of December 31, 2023

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	\$ 3,325,756	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,325,756	1.65%
FFCB	-	14,969,000	6,807,440	17,084,410	5,001,300	9,988,850	-	53,851,000	26.78%
FHLB	17,463,250	-	7,882,020	9,878,766	5,016,250	-	-	40,240,286	20.01%
FHLMC	-	3,938,960	33,412,274	9,983,300	5,001,950	-	-	52,336,484	26.03%
STATE POOL	47,342,771	-	-	-	-	-	-	47,342,771	23.54%
TSY	3,987,400	-	-	-	-	-	-	3,987,400	1.98%
Totals	\$72,119,177	\$18,907,960	\$48,101,734	\$36,946,476	\$15,019,500	\$ 9,988,850	\$ -	\$201,083,697	100.00%
Percent	35.87%	9.40%	23.92%	18.37%	7.47%	4.97%	0.00%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of December 31, 2023

Note No.	Note Outstanding		Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding *
	To	From					
1	CRPD	City	02/08/21	06/30/25	LAIF	\$ 12,800,000	\$ 4,264,207
2	CRPD	City	02/13/23	06/30/25	LAIF	\$ 1,275,000	\$ 869,641
3	CRPD	City	11/13/23	TBD	2.00%	\$ 33,500,000	\$ -

Total Interfund Investments

\$ 5,133,848

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District (CRPD) 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. Construction is complete, with advances totaling \$12,293,975. Repayments to date total \$8,029,768.

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 \$869,641.

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to \$33.5 million for construction costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the Cypress Recreation and Park District will be made from CRPD General Funds.

City of Cypress
Summary of Cash and Investments Held In Trust

As of December 31, 2023

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
<i>PARS Public Agencies Post-Employment Benefits Trust</i>						
<i>Trustee: Public Agency Retirement Services (PARS)</i>						
Section 115 Trust	Pension Trust	Various	Open	11.49%	<u>\$ 20,540,000.00</u>	<u>\$ 24,150,880.30</u>
			Total		<u><u>\$ 20,540,000.00</u></u>	<u><u>\$ 24,150,880.30</u></u>

* 12-month period ending with the current month.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 01/22/2024

SUBJECT: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of October 7, 2023 through January 5, 2024.

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of October 7, 2023 through January 5, 2024:

- Electronic Funds Transfers 13877 through 14380
- Warrants 63670 through 64334
- Payroll Transfers W1513 through W1519

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 October 7, 2023 through January 5, 2024 are \$15,032,763.61.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Payment Register for the Period 10-07-23 through 01-05-24

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13877	2170 - US BANK	\$ 50.00	PD Svc/Fastrak Replenishment 8/11	0423 9/24/23	\$ 50.00
13878	2170 - US BANK	\$ 29.19	W/C Wired Mouse(3)/Dispatch 8/11	0781 9/24/23	\$ 29.19
13879	2170 - US BANK	\$ 8.70	W/C Sub/Business Analytics/Reporting Software 8/7-9/6	0781(A) 9/24/23	\$ 8.70
13880	2170 - US BANK	\$ 20.37	W/C Data Storage/Amazon Cloud 8/23	0781(B) 9/24/23	\$ 20.37
13881	2170 - US BANK	\$ 1,693.06	W/C Workers Comp Insurance 7/30-8/30	0781(C) 9/24/23	\$ 1,693.06
13882	2170 - US BANK	\$ 327.54	Imprinted Cooler Bags(40)/Event Giveaways 8/23	1293 9/24/23	\$ 327.54
13883	2170 - US BANK	\$ 25.00	Reg/Cypress Chamber Social Mixer/PG 9/7	1293(A) 9/24/23	\$ 25.00
13884	2170 - US BANK	\$ 55.00	Reg/Placentia State of the City/BP 9/28	1293(B) 9/24/23	\$ 55.00
13885	2170 - US BANK	\$ 100.00	Sub/Mailchimp/Email Distribution/Admin 8/23	1293(C) 9/24/23	\$ 100.00
13886	2170 - US BANK	\$ 29.90	Food/Gourmet Pie/Council Meeting 8/28	1293(D) 9/24/23	\$ 29.90
13887	2170 - US BANK	\$ 84.64	Dinner/The Habit/Council Meeting 8/28	1293(E) 9/24/23	\$ 84.64
13888	2170 - US BANK	\$ 34.96	Food/Playground 9/9	1504 9/24/23	\$ 34.96
13889	2170 - US BANK	\$ 21.43	Supplies/Day Camp 8/17	1504(A) 9/24/23	\$ 21.43
13890	2170 - US BANK	\$ 13.99	Supplies/Teens Night Out 8/29	1504(B) 9/24/23	\$ 13.99
13891	2170 - US BANK	\$ 150.00	Dues/CA Park & Rec Society/RM 8/1/23-7/31/24	2387 9/24/23	\$ 150.00
13892	2170 - US BANK	\$ 18.10	Pens(24)/PD Community Academy 8/17	2499 9/24/23	\$ 18.10
13893	2170 - US BANK	\$ 142.97	PD Printer Ribbons(2)/Mobile Audio Visual Printer 8/24	2499(A) 9/24/23	\$ 142.97
13894	2170 - US BANK	\$ 17.52	Place Cards(50)/PD Community Academy 8/29	2499(B) 9/24/23	\$ 17.52
13895	2170 - US BANK	\$ 8.61	PD Charging Cable(1)/CSI Camera 8/30	2499(C) 9/24/23	\$ 8.61
13896	2170 - US BANK	\$ 24.53	Name Tags(50)/PD Community Academy 8/29	2499(D) 9/24/23	\$ 24.53
13897	2170 - US BANK	\$ 85.87	PD Custom Stamp(1)/Jail 9/11	2499(E) 9/24/23	\$ 85.87

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13898	2170 - US BANK	\$ 121.50			
			PD Custom Stamp(1)/Jail 9/6	2499(F) 9/24/23	\$ 121.50
13899	2170 - US BANK	\$ 24.50			
			PD Custom Signature Stamp(1)/CO 9/11	2499(G) 9/24/23	\$ 24.50
13900	2170 - US BANK	\$ 4.50			
			PD Hand Soap(2 Btls) 9/1	2499(H) 9/24/23	\$ 4.50
13901	2170 - US BANK	\$ 16.13			
			PD Rubber Finger Tips(24)/Records 9/11	2499(I) 9/24/23	\$ 16.13
13902	2170 - US BANK	\$ 25.00			
			Reg/Cypress Chamber Social Mixer/AV 9/7	2518 9/24/23	\$ 25.00
13903	2170 - US BANK	\$ 150.00			
			Sub/Property Data/Code Enforcement & Planning 8/23	2518(A) 9/24/23	\$ 150.00
13904	2170 - US BANK	\$ 305.00			
			Dues/Government Finance Officers Assoc/MB 10/1/23-9/30/24	3071 9/24/23	\$ 305.00
13905	2170 - US BANK	\$ 575.00			
			Fee/Government Finance Officers Assoc Budget Award FYE 6/30/23	3071(A) 9/24/23	\$ 575.00
13906	2170 - US BANK	\$ 50.00			
			PD Dues/CA Assoc of Property & Evidence/NB 8/30/23-8/29/24	4142 9/24/23	\$ 50.00
13907	2170 - US BANK	\$ 50.00			
			PD Dues/CA Assoc of Property & Evidence/MP 8/30/23-8/29/24	4142(A) 9/24/23	\$ 50.00
13908	2170 - US BANK	\$ 87.49			
			PD Dog Food(1 Bag)/Bono 8/18	4289 9/24/23	\$ 87.49
13909	2170 - US BANK	\$ 1,200.00			
			PD Reg/Less Lethal Instructor School/JK 10/11-10/13	4691 9/24/23	\$ 1,200.00
13910	2170 - US BANK	\$ 784.32			
			PD Taser Batteries(13) 9/17	4691(A) 9/24/23	\$ 784.32
13911	2170 - US BANK	\$ 130.00			
			PD Reg/Field Training Officer/EC 4/4-4/8	4691(B) 9/24/23	\$ 130.00
13912	2170 - US BANK	\$ 40.00			
			PD Reg/First Aid-CPR/BP & JO 6/28	4691(C) 9/24/23	\$ 40.00
13913	2170 - US BANK	\$ 33.06			
			Supplies/Sr Center 8/31	5166 9/24/23	\$ 33.06
13914	2170 - US BANK	\$ 449.99			
			SSL Certificate/City Website 7/7/23-7/6/24	5350 9/24/23	\$ 449.99
13915	2170 - US BANK	\$ 2,605.19			
			Headsets(112)/Phone System/Citywide 8/21	5350(A) 9/24/23	\$ 2,605.19
13916	2170 - US BANK	\$ 114.65			
			Sub/Uninterruptible Power Supply Monitoring(5) 8/15/23-8/14/24	5350(B) 9/24/23	\$ 114.65
13917	2170 - US BANK	\$ 100.60			
			High-Speed Cables(20)/Phone System 9/4	5350(C) 9/24/23	\$ 100.60
13918	2170 - US BANK	\$ 47.82			
			Internet Cables(20)/Phone System 9/4	5350(D) 9/24/23	\$ 47.82

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13919	2170 - US BANK	\$ 109.36	Laptop Battery(1)/SA 9/14	5350(E) 9/24/23	\$ 109.36
13920	2170 - US BANK	\$ 599.88	Sub/Adobe Creative Cloud/PH 9/5/23-9/4/24	5350(F) 9/24/23	\$ 599.88
13921	2170 - US BANK	\$ 599.88	Sub/Adobe Creative Cloud/TA 9/5/23-9/4/24	5350(G) 9/24/23	\$ 599.88
13922	2170 - US BANK	\$ 507.96	PD Airfare/Supervisory Leadership Institute Graduation/SA 8/11	6657 9/24/23	\$ 507.96
13923	2170 - US BANK	\$ 439.02	PD Hotel/Handler Instruction & Training Seminar/TM 8/15-8/18	6657(A) 9/24/23	\$ 439.02
13924	2170 - US BANK	\$ 675.00	PD Reg/CA Narcotics Officer Assoc Conf/HM 11/17-11/21	6657(B) 9/24/23	\$ 675.00
13925	2170 - US BANK	\$ 675.00	PD Reg/CA Narcotics Officer Assoc Conf/CP 11/17-11/21	6657(C) 9/24/23	\$ 675.00
13926	2170 - US BANK	\$ 437.80	PD Airfare/CA Narcotics Officer Assoc Conf/HM 11/17-11/21	6657(D) 9/24/23	\$ 437.80
13927	2170 - US BANK	\$ 437.80	PD Airfare/CA Narcotics Officer Assoc Conf/CP 11/17-11/21	6657(E) 9/24/23	\$ 437.80
13928	2170 - US BANK	\$ 128.26	PD Hotel Deposit/CA Narcotic Officer Assoc Conf/HM 11/17-11/21	6657(F) 9/24/23	\$ 128.26
13929	2170 - US BANK	\$ 128.26	PD Hotel Deposit/CA Narcotic Officer Assoc Conf/CP 11/17-11/21	6657(G) 9/24/23	\$ 128.26
13930	2170 - US BANK	\$ 208.68	PD Hotel Deposit/CA Assoc of Tactical Officer Conf/CP 12/3-12/6	6657(H) 9/24/23	\$ 208.68
13931	2170 - US BANK	\$ 208.68	PD Hotel Deposit/CA Assoc of Tactical Officer Conf/CM 12/3-12/6	6657(I) 9/24/23	\$ 208.68
13932	2170 - US BANK	\$ 1,100.00	PD Reg/CA Assoc of Tactical Officer Conf/CP & CM 12/3-12/6	6657(J) 9/24/23	\$ 1,100.00
13933	2170 - US BANK	\$ 65.00	PD Reg/Field Training Officer Update/DD 8/22-8/24	6657(K) 9/24/23	\$ 65.00
13934	2170 - US BANK	\$ 209.47	PD Hotel/Court & Temporary Holding Facilities/BH 8/28	6657(L) 9/24/23	\$ 209.47
13935	2170 - US BANK	\$ 209.47	PD Hotel/Court & Temporary Holding Facilities/NR 8/28	6657(M) 9/24/23	\$ 209.47
13936	2170 - US BANK	\$ 550.00	PD Reg/CA Assoc of Tactical Officer Conf/MC 12/3-12/6	6657(N) 9/24/23	\$ 550.00
13937	2170 - US BANK	\$ 222.00	PD Reg/Mental Health Intervention/SC & BL 9/18-9/19	6657(O) 9/24/23	\$ 222.00
13938	2170 - US BANK	\$ 208.68	PD Hotel Deposit/CA Assoc of Tactical Officer Conf/MC 12/3-12/6	6657(P) 9/24/23	\$ 208.68
13939	2170 - US BANK	\$ 119.40	PD Sub/Social Media Graphic Design/TZ 8/14/23-8/13/24	6696 9/24/23	\$ 119.40

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13940	2170 - US BANK	\$ 149.90			
			PD Sub/Zoom Video Conferencing/TZ 8/24/23-8/23/24	6696(A) 9/24/23	\$ 149.90
13941	2170 - US BANK	\$ 18.31			
			PD Pink Ribbon Pins(50) 8/25	6696(B) 9/24/23	\$ 18.31
13942	2170 - US BANK	\$ 23.48			
			Wrist Cushion(1)/PG 8/21	7052 9/24/23	\$ 23.48
13943	2170 - US BANK	\$ 119.40			
			Sub/San Jose Mercury News Online/PG 8/18/23-8/18/24	7052(A) 9/24/23	\$ 119.40
13944	2170 - US BANK	\$ 159.98			
			Breakfast Meeting(6)/Executive Team 8/29	7052(B) 9/24/23	\$ 159.98
13945	2170 - US BANK	\$ 298.98			
			Airfare/League of CA Cities Conf/PG/Cancelled	7052(C) 9/24/23	\$ 298.98
13946	2170 - US BANK	\$ 125.00			
			Ad/Cypress School Dist/5K/Family Run 8/23	7072 9/24/23	\$ 125.00
13947	2170 - US BANK	\$ 10.00			
			Reg/Summer Brochure Exchange/CP & AT 9/14	7072(B) 9/24/23	\$ 10.00
13948	2170 - US BANK	\$ 48.95			
			Food/Playground/Kids Night Out 8/18	9103 9/24/23	\$ 48.95
13949	2170 - US BANK	\$ 59.00			
			Reg/First Aid-CPR/GZ 9/9	9103(A) 9/24/23	\$ 59.00
13950	2170 - US BANK	\$ 79.11			
			PD Dog Food(1 Bag)/Kubo 9/11	9185 9/24/23	\$ 79.11
13951	2170 - US BANK	\$ 1.09			
			Movie Rental(1)/Sr Center 8/16	9213 9/24/23	\$ 1.09
13952	2170 - US BANK	\$ 12.12			
			Supplies/Sr Center 8/17	9213(B) 9/24/23	\$ 12.12
13953	2170 - US BANK	\$ 5.39			
			Supplies/Sr Center 8/17	9213(C) 9/24/23	\$ 5.39
13954	2170 - US BANK	\$ 30.98			
			Supplies/Sr Center 8/29	9213(D) 9/24/23	\$ 30.98
13955	2170 - US BANK	\$ 2.42			
			Movie Rental(1)/Sr Center 8/30	9213(E) 9/24/23	\$ 2.42
13956	2170 - US BANK	\$ 1.90			
			Movie Rental(1)/Sr Center 9/6	9213(F) 9/24/23	\$ 1.90
13957	2170 - US BANK	\$ 10.00			
			Svc/Box/Staff Document Review/Engineering 8/29-9/28	9399 9/24/23	\$ 10.00
13958	2170 - US BANK	\$ 1,800.00			
			Svc/Quickbase/Bldg/Public Works 8/23	9399(A) 9/24/23	\$ 1,800.00
13959	2170 - US BANK	\$ 90.00			
			Dues/Municipal Mgmt Assoc of So CA/KG 9/10/23-9/6/24	8764 9/24/23	\$ 90.00
13960	2170 - US BANK	\$ 30.00			
			Reg/Household Hazardous Waste Information Exchange/KG 9/7	8764(A) 9/24/23	\$ 30.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13961	2170 - US BANK	\$ (298.98)	Credit/Airfare/League of CA Cities Conference/PG/Cancelled	7052(D) 9/24/23	\$ (298.98)
13962	2170 - US BANK	\$ (233.99)	Credit/Airfare/League of CA Cities Conference/PG/Cancelled	7052(E) 9/24/23	\$ (233.99)
13963	2170 - US BANK	\$ 299.88	Sub/IT Security Training 9/6/23-9/6/24	5350(H) 9/24/23	\$ 299.88
13964	2170 - US BANK	\$ 6.97	Thermometers/Refrigerator(1)/Freezer(1)/Comm Center 9/7	7072(A) 9/24/23	\$ 6.97
13965	1480 - ARCO BUSINESS SOLUTIONS	\$ 20,978.57	Fuel/Police 9/3-10/2	NP65212897(E)	\$ 20,978.57
13966	1480 - ARCO BUSINESS SOLUTIONS	\$ 2,674.54	Fuel/Maint 9/3-10/2	NP65212897(C)	\$ 2,674.54
13967	1480 - ARCO BUSINESS SOLUTIONS	\$ 42.90	Fuel/Finance 9/3-10/2	NP65212897	\$ 42.90
13968	1480 - ARCO BUSINESS SOLUTIONS	\$ 152.53	Fuel/Engineering 9/3-10/2	NP65212897(B)	\$ 152.53
13969	1480 - ARCO BUSINESS SOLUTIONS	\$ 127.53	Fuel/Recreation 9/3-10/2	NP65212897(D)	\$ 127.53
13970	1480 - ARCO BUSINESS SOLUTIONS	\$ 241.69	Fuel/Community Development 9/3-10/2	NP65212897(A)	\$ 241.69
13971	2333 - BRIGHT PLANET SOLAR	\$ 86.40	Refund/Cancelled Permit #BS-23-1401	Rfd 10/13/23	\$ 86.40
13972	2337 - BROWN, BOBBY	\$ 500.00	Refund/Recycling Deposit/5773 Lakia Dr	Rfd 10/13/23	\$ 500.00
13973	2337 - BROWN, BOBBY	\$ 500.00	Refund/Recycling Deposit/5783 Lakia Dr	Rfd 10/13/23(A)	\$ 500.00
13974	2107 - BYER, TOM	\$ 500.00	Refund/Recycling Deposit/5871 Lemon	Rfd 10/13/23	\$ 500.00
13975	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 1,015.61	Workers Comp Claims/Professional Svcs/#26746-26777	Reimb 10/13/23	\$ 1,015.61
13976	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,955.66	Workers Comp Claims/Medical/#26746-26777	Reimb(A) 10/13/2	\$ 3,955.66
13977	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92	Workers Comp Claims/Permanent Disability/#26746-26777	Reimb(B) 10/13/2	\$ 3,576.92
13978	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 9.17	Workers Comp Claims/Temporary Disability/#26746-26777	Reimb(C) 10/13/2	\$ 9.17
13979	2316 - FIDELITY NATIONAL TITLE INSURANCE	\$ 2,611,929.83	Land Purchase/6612 Cerritos Ave	OC2301869	\$ 2,611,929.83
13980	2335 - HIBSON, PETER	\$ 1,000.00	Refund/Recycling Deposit/8472 Denni	Rfd 10/13/23	\$ 1,000.00
13981	2109 - MILLER, MATT	\$ 500.00	Refund/Recycling Deposit/11570 Panay St	Rfd 10/13/23	\$ 500.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13982	2334 - NGUYEN, ANTHONY	\$ 500.00	Refund/Recycling Deposit/5091 Citation Ave	Rfd 10/13/23	\$ 500.00
13983	2336 - SAWYER, TOM	\$ 500.00	Refund/Recycling Deposit/9342 Julie Beth	Rfd 10/13/23	\$ 500.00
13984	2338 - TADIKAMALLA, SARITA	\$ 1,654.00	Refund/Recycling Deposit/5290 Yorkshire	Rfd 10/13/23	\$ 1,654.00
13985	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,479.96	PD Svc/Alarm Permit/False Alarm Collections 9/23	9/23	\$ 1,479.96
13986	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 878.55	Workers Comp Claims/Professional Svcs/#26778-26801	Reimb 10/27/23	\$ 878.55
13987	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,029.79	Workers Comp Claims/Medical/#26778-26801	Reimb(A) 10/27/2	\$ 3,029.79
13988	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92	Workers Comp Claims/Permanent Disability/#26778-26801	Reimb(B) 10/27/2	\$ 3,576.92
13989	2344 - DIAZ, EVER	\$ 500.00	Refund/Recycling Deposit/4002 Marion/CDD-23-233	Rfd 10/27/23	\$ 500.00
13990	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 11,155.00	Monthly Retiree Health Savings 10/23	10/23	\$ 11,155.00
13991	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,200.00	Deferred Comp/Exec Mgmt 10/23	401a-10/23	\$ 1,200.00
13992	2343 - SCHOCK, MONIKA	\$ 299.00	Refund/Franchise Hauler Admin Fee/CDD-23-237	Rfd 10/27/23	\$ 299.00
13993	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,508.58	Svc/Business License Tax Admin 9/23	SEPT23	\$ 1,508.58
13994	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 11/23	11/23	\$ 56.52
13995	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
13996	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
13997	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
13998	1195 - BLUM, GREGORY	\$ 4,589.33	Advanced Disability/Pension Payment 11/23	11/23	\$ 4,589.33
13999	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14000	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14001	128938 - COX, RODNEY	\$ 56.87	Retiree Health Care Benefits 11/23	11/23	\$ 56.87
14002	104003 - ESSEX, CLARE	\$ 433.92	Retiree Health Care Benefits 11/23	11/23	\$ 433.92

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14003	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14004	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14005	112129 - HERNANDEZ, ALEX	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14006	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14007	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14008	129700 - MCSHANE, CHRIS	\$ 232.96	Retiree Health Care Benefits 11/23	11/23	\$ 232.96
14009	2017 - MINIKUS, SCOTT	\$ 294.34	Reimb/Medical Premiums 11/23	11/23	\$ 294.34
14010	128832 - MORALES, PAULO	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14011	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14012	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14013	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 11/23	11/23	\$ 125.00
14014	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14015	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14016	1024 - VALLEY VISTA SERVICES, INC	\$ 231,080.50	Waste Disposal Fee 9/23	9/23	\$ 231,080.50
14017	105121 - VIGIL, FELIX	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14018	129666 - WALQUIST, BRIAN	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14019	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00	Development Assistance 11/23	11/23	\$ 37,500.00
14020	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14021	342 - WU, ALEX	\$ 300.00	Retiree Health Care Benefits 11/23	11/23	\$ 300.00
14022	1158 - DIRECTV	\$ 198.24	W/C Svc/Satellite TV 8/25-9/24	X230826(A)	\$ 198.24
14023	1158 - DIRECTV	\$ 191.99	W/C Svc/Satellite TV 9/25-10/24	006762204X230926	\$ 191.99

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14024	2324 - OCHI SERVICES	\$ 465.00	Svc/Home Inspection/6612 Cerritos 9/18	201803633	\$ 465.00
14025	2170 - US BANK	\$ 8.70	W/C Sub/Business Analytics/Reporting Software 9/7-10/6	0781 10/11/23	\$ 8.70
14026	2170 - US BANK	\$ 36.16	SSL Certificate(1)/CAD/RMS Freedom Mobile App 9/28/23-9/27/24	0781(A) 10/11/23	\$ 36.16
14027	2170 - US BANK	\$ 20.49	W/C Data Storage/Amazon Cloud 9/23	0781(B) 10/11/23	\$ 20.49
14028	2170 - US BANK	\$ 90.77	Dinner(7)/Round Table/Council Meeting 9/11	1293 10/11/23	\$ 90.77
14029	2170 - US BANK	\$ 330.97	Lunch(20)/Strategic Planning 9/14	1293(A) 10/11/23	\$ 330.97
14030	2170 - US BANK	\$ 206.13	Breakfast(20)/Panera Bread/Strategic Planning 9/14	1293(B) 10/11/23	\$ 206.13
14031	2170 - US BANK	\$ 22.48	Food/Council Meetings 9/16	1293(C) 10/11/23	\$ 22.48
14032	2170 - US BANK	\$ 1,071.18	Staff Shirts(89)/2023 5K Run/Walk 10/2	1293(D) 10/11/23	\$ 1,071.18
14033	2170 - US BANK	\$ 37.70	File Jackets(50)/Admin 9/26	1293(E) 10/11/23	\$ 37.70
14034	2170 - US BANK	\$ 26.93	Plaque Frame(1)/Veterans Recognition 9/21	1293(F) 10/11/23	\$ 26.93
14035	2170 - US BANK	\$ 100.00	Sub/Mailchimp Email Distribution/Admin 9/25	1293(G) 10/11/23	\$ 100.00
14036	2170 - US BANK	\$ 20.00	Gift Certificate(1)/The Loft/Veterans Recognition 9/21	1293(H) 10/11/23	\$ 20.00
14037	2170 - US BANK	\$ 240.00	Reg/Mayors Prayer Breakfast(8) 10/19	1293(I) 10/11/23	\$ 240.00
14038	2170 - US BANK	\$ 40.92	Supplies/Teens Workshop 9/14	1504 10/11/23	\$ 40.92
14039	2170 - US BANK	\$ 10.00	Gift Cards(2)/Starbucks/Teens Workshop 9/21	1504(A) 10/11/23	\$ 10.00
14040	2170 - US BANK	\$ 135.50	Supplies/Teens Night Out 9/28	1504(B) 10/11/23	\$ 135.50
14041	2170 - US BANK	\$ 92.93	Supplies/Teens Night Out 9/28	1504(C) 10/11/23	\$ 92.93
14042	2170 - US BANK	\$ 58.16	Supplies/Teens Night Out 10/5	1504(D) 10/11/23	\$ 58.16
14043	2170 - US BANK	\$ 34.97	Food/Kids Night Out 10/4	1504(E) 10/11/23	\$ 34.97
14044	2170 - US BANK	\$ 40.93	Strobe Lights(4)/Kids Night Out 10/11	1504(F) 10/11/23	\$ 40.93

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14045	2170 - US BANK	\$ 492.52	Imprinted Pocket Note Keepers(250)/Women's Conference 10/11	2387 10/11/23	\$ 492.52
14046	2170 - US BANK	\$ 377.13	PD CSI Camera(1) 9/18	2499 10/11/23	\$ 377.13
14047	2170 - US BANK	\$ 39.75	PD Toner(1)/Property & Evidence 9/13	2499(A) 10/11/23	\$ 39.75
14048	2170 - US BANK	\$ 31.21	PD Mourning Bands(60) 9/21	2499(B) 10/11/23	\$ 31.21
14049	2170 - US BANK	\$ 123.71	PD Hand Sanitizer(48 Btls)/Lumber Crayons(12) 9/20	2499(C) 10/11/23	\$ 123.71
14050	2170 - US BANK	\$ 219.79	PD Cable Ties(1K)/Evidence Bags(120) 9/22	2499(D) 10/11/23	\$ 219.79
14051	2170 - US BANK	\$ 47.72	PD Drug Test Kits(10) 10/2	2499(E) 10/11/23	\$ 47.72
14052	2170 - US BANK	\$ 192.87	PD Dues/Amazon Business Prime Membership 10/9/23-10/8/24	2499(F) 10/11/23	\$ 192.87
14053	2170 - US BANK	\$ 150.00	Sub/Property Data/Code Enforcement & Planning 9/23	2518 10/11/23	\$ 150.00
14054	2170 - US BANK	\$ 575.00	Reg/2023 Government Tax Webinar/DM 12/5	3071 10/11/23	\$ 575.00
14055	2170 - US BANK	\$ 119.76	W-2 Tax Forms/Envelopes(300)/1099 Tax Forms(100) 10/4	3071(A) 10/11/23	\$ 119.76
14056	2170 - US BANK	\$ 87.49	PD Dog Food(1 Bag)/Bono 9/17	4289 10/11/23	\$ 87.49
14057	2170 - US BANK	\$ 26.72	Supplies/Sr Center 9/13	5166 10/11/23	\$ 26.72
14058	2170 - US BANK	\$ 42.00	Dues/Women In Leisure/AC 9/16/23-9/15/24	5166(A) 10/11/23	\$ 42.00
14059	2170 - US BANK	\$ 311.10	Food/5K Run/Walk Volunteers 10/2	5166(B) 10/11/23	\$ 311.10
14060	2170 - US BANK	\$ 14.13	Flash Drives(5)/Sr Center 10/5	5166(C) 10/11/23	\$ 14.13
14061	2170 - US BANK	\$ 50.00	Gift Cards(10)/Target/5K Run/Walk Volunteers 10/5	5166(D) 10/11/23	\$ 50.00
14062	2170 - US BANK	\$ 34.00	Food/5K Run/Walk Volunteers 10/5	5166(E) 10/11/23	\$ 34.00
14063	2170 - US BANK	\$ 38.72	Supplies/Facility Operations/Sr Center 10/6	5166(F) 10/11/23	\$ 38.72
14064	2170 - US BANK	\$ 27.63	Supplies/5K Run/Walk 10/6	5166(G) 10/11/23	\$ 27.63
14065	2170 - US BANK	\$ 66.00	Supplies/5K Run/Walk 10/5	5166(H) 10/11/23	\$ 66.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14066	2170 - US BANK	\$ 9.69	Supplies/Sr Center 10/11	5166(I) 10/11/23	\$ 9.69
14067	2170 - US BANK	\$ 40.00	PD Reg/Arrest Control Course/MG & ME 10/11	4691 10/11/23	\$ 40.00
14068	2170 - US BANK	\$ 26.88	Batteries(8)/Phone Jack Plates(4)/IT 9/14	5350 10/11/23	\$ 26.88
14069	2170 - US BANK	\$ 229.41	Hard Drive(1)/PD Mobile Audio Video System 9/14	5350(A) 10/11/23	\$ 229.41
14070	2170 - US BANK	\$ 33.56	Cables(8)/Phone System Project 9/14	5350(B) 10/11/23	\$ 33.56
14071	2170 - US BANK	\$ 57.61	Supplies/Phone System Project 9/14	5350(C) 10/11/23	\$ 57.61
14072	2170 - US BANK	\$ 193.20	Wall Brackets(10)/Phone System Project 9/18	5350(D) 10/11/23	\$ 193.20
14073	2170 - US BANK	\$ 79.76	Phone Adapter(1)/Phone System Project 9/18	5350(E) 10/11/23	\$ 79.76
14074	2170 - US BANK	\$ 176.34	Hard Drive(1)/PD Mobile Audio Video System 9/29	5350(F) 10/11/23	\$ 176.34
14075	2170 - US BANK	\$ 4.41	Supplies/Phone System Project 9/20	5350(G) 10/11/23	\$ 4.41
14076	2170 - US BANK	\$ 543.63	Hotel/Municipal Information Systems Conference/RS 9/24-9/27	5350(I) 10/11/23	\$ 543.63
14077	2170 - US BANK	\$ 60.79	Phone Recording Adapters(2)/PD Phone System Project 9/26	5350(H) 10/11/23	\$ 60.79
14078	2170 - US BANK	\$ 543.63	Hotel/Municipal Information Systems Conference/AS 9/24-9/27	5350(J) 10/11/23	\$ 543.63
14079	2170 - US BANK	\$ 96.96	Desktop Network Switches(2)/Phone System Project 10/3	5350(K) 10/11/23	\$ 96.96
14080	2170 - US BANK	\$ 629.40	Phone Recording Adapters(30)/PD Phone System Project 10/4	5350(L) 10/11/23	\$ 629.40
14081	2170 - US BANK	\$ 235.98	Fingerprint Readers(3)/IT 10/6	5350(M) 10/11/23	\$ 235.98
14082	2170 - US BANK	\$ 280.00	PD Dinner(20)/Community Academy 9/20	6345 10/11/23	\$ 280.00
14083	2170 - US BANK	\$ 175.00	PD Reg/Traffic Collision Basic/AS 9/11-9/15	6557 10/11/23	\$ 175.00
14084	2170 - US BANK	\$ 1.93	PD Dinner(20)/Community Academy 9/27	6557(A) 10/11/23	\$ 1.93
14085	2170 - US BANK	\$ 191.37	PD Dinner(20)/Community Academy 9/27	6557(B) 10/11/23	\$ 191.37
14086	2170 - US BANK	\$ 8.08	PD Supplies/Community Academy 9/27	6557(C) 10/11/23	\$ 8.08

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14087	2170 - US BANK	\$ 14.06	PD Food/Community Academy 9/27	6557(D) 10/11/23	\$ 14.06
14088	2170 - US BANK	\$ 1,415.45	PD Hotel/Basic Narcotic/Special Unit Investigator/CR 10/16-10/20	6557(E) 10/11/23	\$ 1,415.45
14089	2170 - US BANK	\$ 18.97	PD Food/Community Academy 10/4	6557(F) 10/11/23	\$ 18.97
14090	2170 - US BANK	\$ 225.00	PD Reg/Drug Abuse Recognition/JG 12/5-12/7	6557(G) 10/11/23	\$ 225.00
14091	2170 - US BANK	\$ 225.00	PD Reg/Drug Abuse Recognition/SR 12/5-12/7	6557(H) 10/11/23	\$ 225.00
14092	2170 - US BANK	\$ 225.00	PD Reg/Drug Abuse Recognition/TC 12/5-12/7	6557(I) 10/11/23	\$ 225.00
14093	2170 - US BANK	\$ 42.00	Dues/Women In Leisure/LM 9/14/23-9/13/24	6653 10/11/23	\$ 42.00
14094	2170 - US BANK	\$ 117.45	Supplies/Youth Sports 10/2	6653(A) 10/11/23	\$ 117.45
14095	2170 - US BANK	\$ 30.00	PD Reg/Mayor's Prayer Breakfast/MT 10/19	6696 10/11/23	\$ 30.00
14096	2170 - US BANK	\$ 119.88	PD Sub/Adobe Photoshop/TZ 10/5/23-10/4/24	6696(A) 10/11/23	\$ 119.88
14097	2170 - US BANK	\$ 60.00	Parking/Airport/League of CA Cities Conference/DB 9/20-9/22	6859 10/11/23	\$ 60.00
14098	2170 - US BANK	\$ 23.24	Transport/Hotel to Airport/League of CA Cities Conf/DB 9/22	6859(A) 10/11/23	\$ 23.24
14099	2170 - US BANK	\$ 508.82	Hotel/League of CA Cities Conference/DB 9/20-9/22	6859(B) 10/11/23	\$ 508.82
14100	2170 - US BANK	\$ 31.99	Transport/Airport to Hotel/Intl City Manager Assoc Conf/PG 9/30	7052 10/11/23	\$ 31.99
14101	2170 - US BANK	\$ 57.75	Transport/Hotel to Airport/Intl City Manager Assoc Conf/PG 10/4	7052(A) 10/11/23	\$ 57.75
14102	2170 - US BANK	\$ 1,364.32	Hotel/Intl City Manager Assoc Conference/PG 9/30-10/4	7052(B) 10/11/23	\$ 1,364.32
14103	2170 - US BANK	\$ 383.42	Bibs(1.1K)/5K Run/Walk 10/7	7072 10/11/23	\$ 383.42
14104	2170 - US BANK	\$ 42.00	Dues/Women In Leisure/AT 9/14/23-9/13/24	7072(A) 10/11/23	\$ 42.00
14105	2170 - US BANK	\$ 37.03	No Parking Signs(50)/Community Festival 10/3	7667 10/11/23	\$ 37.03
14106	2170 - US BANK	\$ 14.99	Sub/Apple Notability/DC 10/5/23-10/4/24	8806 10/11/23	\$ 14.99
14107	2170 - US BANK	\$ 34.96	Food/Playground/Kids Night Out 9/15	9103 10/11/23	\$ 34.96

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14108	2170 - US BANK	\$ 149.90			
			Sub/Zoom Video Conferencing/Recreation 9/22/23-9/21/24	9103(A) 10/11/23	\$ 149.90
14109	2170 - US BANK	\$ 360.00			
			Sub/Online Scheduling/Recreation 10/2/23-10/2/24	9103(B) 10/11/23	\$ 360.00
14110	2170 - US BANK	\$ 100.00			
			Reg/City Engineering Assoc of OC Meeting/NM & DC 10/2	9131 10/11/23	\$ 100.00
14111	2170 - US BANK	\$ 50.00			
			Reg/OC Traffic Engineering Council Meeting/KC & BB 9/28	9131(A) 10/11/23	\$ 50.00
14112	2170 - US BANK	\$ 14.99			
			Sub/Apple Notability/KC 10/5/23-10/4/24	9131(B) 10/11/23	\$ 14.99
14113	2170 - US BANK	\$ 14.99			
			Sub/Apple Notability/BB 10/5/23-10/4/24	9131(C) 10/11/23	\$ 14.99
14114	2170 - US BANK	\$ 10.00			
			Svc/Box/Staff Document Review/Engineering 9/29-10/28	9399 10/11/23	\$ 10.00
14115	2170 - US BANK	\$ 2,100.00			
			Svc/Quickbase/Public Works 10/23	9399(A) 10/11/23	\$ 2,100.00
14116	2170 - US BANK	\$ 42.00			
			Dues/Women In Leisure/SG 9/1/23-8/31/23	9213 10/11/23	\$ 42.00
14117	2170 - US BANK	\$ 57.92			
			Breakaway Banner(1)/5K Run/Walk 9/28	9213(A) 10/11/23	\$ 57.92
14118	2170 - US BANK	\$ 90.18			
			Supplies/5K Run/Walk 9/27	9213(B) 10/11/23	\$ 90.18
14119	2170 - US BANK	\$ 17.22			
			Supplies/5K Run/Walk 9/26	9213(C) 10/11/23	\$ 17.22
14120	2170 - US BANK	\$ 43.08			
			Supplies/5K Run/Walk 9/28	9213(D) 10/11/23	\$ 43.08
14121	2170 - US BANK	\$ 106.54			
			Supplies/5K Run/Walk 10/5	9213(E) 10/11/23	\$ 106.54
14122	2170 - US BANK	\$ 14.00			
			Supplies/5K Run/Walk Volunteer Meeting 10/2	9213(F) 10/11/23	\$ 14.00
14123	2170 - US BANK	\$ 53.86			
			Supplies/5K Run/Walk 10/4	9213(G) 10/11/23	\$ 53.86
14124	2170 - US BANK	\$ 53.61			
			Food/5K Run/Walk Volunteer Meeting 10/3	9213(H) 10/11/23	\$ 53.61
14125	2170 - US BANK	\$ 2.42			
			Movie Rental(1)/Sr Center 10/4	9213(I) 10/11/23	\$ 2.42
14126	2170 - US BANK	\$ 19.00			
			Bananas(100)/5K Run/Walk 10/6	9213(J) 10/11/23	\$ 19.00
14127	2170 - US BANK	\$ 119.76			
			Popsicles(432)/5K Run/Walk 10/6	9213(K) 10/11/23	\$ 119.76
14128	2170 - US BANK	\$ 75.00			
			Job Ad/CPRS/Recreation Leader I-III 9/21	0205 10/11/23	\$ 75.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14129	2345 - LEWISON, TIM	\$ 500.00	Refund/Recycling Deposit/CDD-23-306	Rfd 11/9/23	\$ 500.00
14130	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 173,114.07	Med Insurance/City & Dist 11/23	17323874	\$ 173,114.07
14131	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 14,843.55	Med Insurance/West Comm 11/23	17323978	\$ 14,843.55
14132	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 735.40	Workers Comp Claims/Professional Svcs/#26802-26849	Reimb 11/9/23	\$ 735.40
14133	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 8,463.88	Workers Comp Claims/Medical/#26802-26849	Reimb(A) 11/9/23	\$ 8,463.88
14134	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92	Workers Comp Claims/Permanent Disability/#26802-26849	Reimb(B) 11/9/23	\$ 3,576.92
14135	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 52.66	Workers Comp Claims/Temporary Disability/#26802-26849	Reimb(C) 11/9/23	\$ 52.66
14136	1480 - ARCO BUSINESS SOLUTIONS	\$ 19,669.28	Fuel/Police 10/3-11/2	NP65358709(C)	\$ 19,669.28
14137	1480 - ARCO BUSINESS SOLUTIONS	\$ 2,369.21	Fuel/Maint 10/3-11/2	NP65358709(A)	\$ 2,369.21
14138	1480 - ARCO BUSINESS SOLUTIONS	\$ 190.71	Fuel/Recreation 10/3-11/2	NP65358709(B)	\$ 190.71
14139	1480 - ARCO BUSINESS SOLUTIONS	\$ 151.55	Fuel/Community Development 10/3-11/2	NP65358709	\$ 151.55
14140	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 2,372.05	Workers Comp Claims/Professional Svcs/#26850-26883	Reimb 11/22/23	\$ 2,372.05
14141	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 6,038.44	Workers Comp Claims/Medical/#26850-26883	Reimb-A 11/22/23	\$ 6,038.44
14142	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92	Workers Comp Claims/Permanent Disability/#26850-26883	Reimb-B 11/22/23	\$ 3,576.92
14143	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 11,710.00	Monthly Retiree Health Savings 11/23	11/23	\$ 11,710.00
14144	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,200.00	Deferred Comp/Exec Mgmt 11/23	401a-11/23	\$ 1,200.00
14145	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,371.24	PD Svc/Alarm Permit & False Alarm Collections 10/23	10/23	\$ 1,371.24
14146	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 12/23	12/23	\$ 56.52
14147	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14148	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14149	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 12/23	12/23	\$ 300.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14150	1195 - BLUM, GREGORY	\$ 4,589.33			
			Advanced Disability/Pension Payment 12/23	12/23	\$ 4,589.33
14151	100101 - BRUCE, THOMAS M	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14152	129695 - COTE, ROBERT	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14153	128938 - COX, RODNEY	\$ 56.87			
			Retiree Health Care Benefits 12/23	12/23	\$ 56.87
14154	104003 - ESSEX, CLARE	\$ 433.92			
			Retiree Health Care Benefits 12/23	12/23	\$ 433.92
14155	128044 - FORNISS, DANIEL	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14156	129816 - FOSTER, SCOTT	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14157	112129 - HERNANDEZ, ALEX	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14158	100667 - LASSALLE, ISMAEL	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14159	123656 - MANUEL, DEAN	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14160	129700 - MCSHANE, CHRIS	\$ 232.96			
			Retiree Health Care Benefits 12/23	12/23	\$ 232.96
14161	2017 - MINIKUS, SCOTT	\$ 294.34			
			Reimb/Medical Premiums 12/23	12/23	\$ 294.34
14162	128832 - MORALES, PAULO	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14163	122 - MORROW, RICHARD L	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14164	129608 - OLSON, JAMES	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14165	128784 - RAMSEY, KENNETH	\$ 125.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 125.00
14166	119027 - RAMSEY, STEVE	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14167	180 - SWIFT, JEFF	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14168	1024 - VALLEY VISTA SERVICES, INC	\$ 231,080.50			
			Waste Disposal Fee 10/23	10/23	\$ 231,080.50
14169	105121 - VIGIL, FELIX	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14170	129666 - WALQUIST, BRIAN	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14171	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00			
			Development Assistance 12/23	12/23	\$ 37,500.00
14172	122756 - WINTERSOLE, MICHAEL	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14173	342 - WU, ALEX	\$ 300.00			
			Retiree Health Care Benefits 12/23	12/23	\$ 300.00
14174	1269 - LANCE, SOLL & LUNGHARD, LLP-LSL	\$ 5,995.00			
			W/C Svc/Financial Audit FYE 6/30/23	58870A	\$ 5,995.00
14175	2170 - US BANK	\$ 75.00			
			Job Ad/CA Park & Rec Society/Recreation Coordinator 10/23-11/23	0205 11/10/23	\$ 75.00
14176	2170 - US BANK	\$ 195.00			
			Svc/Bilingual Testing(2)/PD 10/25	0205(A) 11/10/23	\$ 195.00
14177	2170 - US BANK	\$ 130.00			
			Svc/Bilingual Testing(2)/PD 10/26	0205(B) 11/10/23	\$ 130.00
14178	2170 - US BANK	\$ 50.00			
			PD Svc/Fastrak Replenishment 11/6	0423 11/10/23	\$ 50.00
14179	2170 - US BANK	\$ 8.70			
			W/C Sub/Business Analytics/Reporting Software 10/7-11/6	0781 11/10/23	\$ 8.70
14180	2170 - US BANK	\$ 191.99			
			W/C Svc/Satellite TV 10/25-11/24	0781(A) 11/10/23	\$ 191.99
14181	2170 - US BANK	\$ 97.86			
			W/C Dispatch Headset(1) 10/30	0781(B) 11/10/23	\$ 97.86
14182	2170 - US BANK	\$ 70.68			
			W/C Copy Paper(10 Rms) 11/2	0781(C) 11/10/23	\$ 70.68
14183	2170 - US BANK	\$ 20.59			
			W/C Data Storage/Amazon Cloud 10/23	0781(D) 11/10/23	\$ 20.59
14184	2170 - US BANK	\$ 88.33			
			Dinner(7)/Red Robin/Council Meeting 10/9	1293 11/10/23	\$ 88.33
14185	2170 - US BANK	\$ 326.88			
			Imprinted Items(150)/State of the City/Returned	1293(A) 11/10/23	\$ 326.88
14186	2170 - US BANK	\$ (326.88)			
			Credit/Imprinted Items(150)/State of the City	1293(B) 11/10/23	\$ (326.88)
14187	2170 - US BANK	\$ 1,200.00			
			Dues/Int'l City Manager Assoc/PG 1/1/24-12/31/24	1293(C) 11/10/23	\$ 1,200.00
14188	2170 - US BANK	\$ 233.21			
			Imprinted Megaphones(150)/State of the City 10/12	1293(D) 11/10/23	\$ 233.21
14189	2170 - US BANK	\$ 16.15			
			Dues/Amazon Prime/Cancelled 10/18	1293(E) 11/10/23	\$ 16.15
14190	2170 - US BANK	\$ (16.15)			
			Credit/Dues/Amazon Prime 10/23	1293(F) 11/10/23	\$ (16.15)
14191	2170 - US BANK	\$ 150.85			
			Dinner(7)/CA Fish Grill/Council Meeting 10/23	1293(G) 11/10/23	\$ 150.85

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14192	2170 - US BANK	\$ 100.00			
			Sub/Mailchimp/Email Distribution/Admin 10/23	1293(H) 11/10/23	\$ 100.00
14193	2170 - US BANK	\$ 9.80			
			Supplies/Playground/Kids Night Out 10/10	1504 11/10/23	\$ 9.80
14194	2170 - US BANK	\$ 19.50			
			Food/Playground/Kids Night Out 10/11	1504(A) 11/10/23	\$ 19.50
14195	2170 - US BANK	\$ 2.16			
			Supplies/Playground/Kids Night Out 10/11	1504(B) 11/10/23	\$ 2.16
14196	2170 - US BANK	\$ 20.00			
			Gift Cards(4)/Starbucks/Teens Night Out 10/11	1504(C) 11/10/23	\$ 20.00
14197	2170 - US BANK	\$ 39.86			
			Laser Pointer(1)/Community Center 10/24	1504(D) 11/10/23	\$ 39.86
14198	2170 - US BANK	\$ 27.90			
			Supplies/Playground/Kids Night Out 11/10	1504(E) 11/10/23	\$ 27.90
14199	2170 - US BANK	\$ 90.48			
			Supplies/Holiday Sing 11/13	1504(F) 11/10/23	\$ 90.48
14200	2170 - US BANK	\$ 90.46			
			Supplies/Holiday Sing 11/13	1504(G) 11/10/23	\$ 90.46
14201	2170 - US BANK	\$ 59.00			
			Reg/First Aid/CPR Certification/IK 12/1	2379 11/10/23	\$ 59.00
14202	2170 - US BANK	\$ 67.85			
			Supplies/Women's Conference 10/18	2387 11/10/23	\$ 67.85
14203	2170 - US BANK	\$ 23.71			
			Supplies/Women's Conference/Returned 10/25	2387(A) 11/10/23	\$ 23.71
14204	2170 - US BANK	\$ 20.00			
			Reg/Recreation Leader Consortium(4) 11/4	2387(B) 11/10/23	\$ 20.00
14205	2170 - US BANK	\$ (23.71)			
			Credit/Supplies/Women's Conference 11/2	2387(C) 11/10/23	\$ (23.71)
14206	2170 - US BANK	\$ 125.57			
			Supplies/Holiday Sing 11/6	2387(D) 11/10/23	\$ 125.57
14207	2170 - US BANK	\$ 132.59			
			Supplies/Holiday Sing 11/6	2387(E) 11/10/23	\$ 132.59
14208	2170 - US BANK	\$ 25.72			
			PD Custom Stamp(1) 10/16	2499 11/10/23	\$ 25.72
14209	2170 - US BANK	\$ 145.64			
			PD Water Filters(2) 10/11	2499(A) 11/10/23	\$ 145.64
14210	2170 - US BANK	\$ 56.56			
			PD Blue Ray Discs(50)/Mobile Audio Video System 10/13	2499(B) 11/10/23	\$ 56.56
14211	2170 - US BANK	\$ 10.01			
			PD Pens(12) 10/12	2499(C) 11/10/23	\$ 10.01
14212	2170 - US BANK	\$ 57.48			
			PD Calendars(2) 10/12	2499(D) 11/10/23	\$ 57.48

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14213	2170 - US BANK	\$ 92.67	PD DVD-Rs(200)/Mobile Audio Visual Printer 10/18	2499(E) 11/10/23	\$ 92.67
14214	2170 - US BANK	\$ 17.90	PD Invitation Envelopes(50)/Volunteer Appreciation Lunch 10/18	2499(F) 11/10/23	\$ 17.90
14215	2170 - US BANK	\$ 56.27	PD Custom Stamp(1) 10/26	2499(G) 11/10/23	\$ 56.27
14216	2170 - US BANK	\$ 19.06	PD Label Maker Tape(5 Rls) 10/26	2499(H) 11/10/23	\$ 19.06
14217	2170 - US BANK	\$ 11.95	PD Color Paper(1 Rm) 10/27	2499(I) 11/10/23	\$ 11.95
14218	2170 - US BANK	\$ 261.57	PD DNA Swabs(150)/Sterile Water(200 Vials) 11/2	2499(J) 11/10/23	\$ 261.57
14219	2170 - US BANK	\$ 57.79	PD Cable Ties(500) 10/30	2499(K) 11/10/23	\$ 57.79
14220	2170 - US BANK	\$ 380.43	PD Drug Test Kits(100) 11/3	2499(L) 11/10/23	\$ 380.43
14221	2170 - US BANK	\$ 109.87	PD Computer Speakers(7)/CIB 11/2	2499(M) 11/10/23	\$ 109.87
14222	2170 - US BANK	\$ 26.95	Reg/Cypress Women's Conference/AV 10/25	2518 11/10/23	\$ 26.95
14223	2170 - US BANK	\$ 400.00	Reg/So Cal Economic Summit/Cancelled 12/7	2518(A) 11/10/23	\$ 400.00
14224	2170 - US BANK	\$ 150.00	Sub/Property Data/Code Enforcement & Planning 10/23	2518(B) 11/10/23	\$ 150.00
14225	2170 - US BANK	\$ 701.20	Receipt Printer(1)/Finance 10/30	3071 11/10/23	\$ 701.20
14226	2170 - US BANK	\$ 87.49	PD Dog Food(1 Bag)/Bono 10/13	4289 11/10/23	\$ 87.49
14227	2170 - US BANK	\$ 2,320.00	PD Reg/Blood Borne Pathogens Online Training(80) 10/10	4691 11/10/23	\$ 2,320.00
14228	2170 - US BANK	\$ 297.36	PD Earplugs(1.6K) 10/18	4691(A) 11/10/23	\$ 297.36
14229	2170 - US BANK	\$ 23.68	PD Rifle Training Rounds(10) 10/20	4691(B) 11/10/23	\$ 23.68
14230	2170 - US BANK	\$ 35.58	PD Firearm Lubricating Oil(8 Btls) 10/18	4691(C) 11/10/23	\$ 35.58
14231	2170 - US BANK	\$ 80.09	PD Shotgun Training Rounds(20)/Applicator Bottles(5) 10/18	4691(D) 11/10/23	\$ 80.09
14232	2170 - US BANK	\$ 80.00	PD Reg/Arrest-Control Perishable Skills/CO & SG & DM & BP 11/16	4691(E) 11/10/23	\$ 80.00
14233	2170 - US BANK	\$ 808.20	PD Hotel/Emergency Vehicle Operators Training/JW 10/22-10/28	4691(F) 11/10/23	\$ 808.20

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14234	2170 - US BANK	\$ 138.52	PD Holster(1)/JH 11/27	4691(G) 11/10/23	\$ 138.52
14235	2170 - US BANK	\$ 138.52	PD Holster(1)/CO 11/27	4691(H) 11/10/23	\$ 138.52
14236	2170 - US BANK	\$ 106.66	PD Rifle Cases(2) 11/7	4691(I) 11/10/23	\$ 106.66
14237	2170 - US BANK	\$ 149.76	PD Shot Timer(1)/Range 11/2	4691(J) 11/10/23	\$ 149.76
14238	2170 - US BANK	\$ 60.00	PD Reg/Arrest & Control Tactics/HM & MC & EC 11/16	4691(K) 11/10/23	\$ 60.00
14239	2170 - US BANK	\$ 275.09	PD Imprinted Keychains(23)/Volunteer Appreciation Lunch 11/13	4691(L) 11/10/23	\$ 275.09
14240	2170 - US BANK	\$ 63.66	Food/Sr Center Events 10/17	5166 11/10/23	\$ 63.66
14241	2170 - US BANK	\$ 10.00	Reg/Women In Leisure Business Meeting/AC 10/23	5166(A) 11/10/23	\$ 10.00
14242	2170 - US BANK	\$ 15.00	Reg/CA Park & Rec Society Brochure Exchange/AC 11/8	5166(B) 11/10/23	\$ 15.00
14243	2170 - US BANK	\$ 56.00	Supplies/Holiday Sing 11/2	5166(C) 11/10/23	\$ 56.00
14244	2170 - US BANK	\$ 29.97	Food/Sr Center 11/8	5166(D) 11/10/23	\$ 29.97
14245	2170 - US BANK	\$ 183.16	UPS Battery(1)/Maint Yard 10/21	5350 11/10/23	\$ 183.16
14246	2170 - US BANK	\$ 176.34	Hard Drive(1)/PD Mobile Audio Video System 10/21	5350(A) 11/10/23	\$ 176.34
14247	2170 - US BANK	\$ 1,298.00	Reg/Certified Ethical Hacker Online Training/RS 12/4-12/8	5350(B) 11/10/23	\$ 1,298.00
14248	2170 - US BANK	\$ 550.00	PD Reg/CA Tactical Officers Conference/SA 12/3-12/6	6557 11/10/23	\$ 550.00
14249	2170 - US BANK	\$ 208.68	PD Hotel Deposit/CA Tactical Officers Conference/SA 12/3-12/6	6557(A) 11/10/23	\$ 208.68
14250	2170 - US BANK	\$ 307.09	PD Dinner(20)/Community Academy 10/11	6557(B) 11/10/23	\$ 307.09
14251	2170 - US BANK	\$ 225.00	PD Reg/Drug Abuse Recognition/LW 12/5-12/7	6557(C) 11/10/23	\$ 225.00
14252	2170 - US BANK	\$ 370.00	PD Reg/CA Traffic Safety Summit/MM 11/7-11/8	6557(D) 11/10/23	\$ 370.00
14253	2170 - US BANK	\$ 370.00	PD Reg/CA Traffic Safety Summit/EC 11/7-11/8	6557(E) 11/10/23	\$ 370.00
14254	2170 - US BANK	\$ 100.00	PD Hotel Fee/Basic Narcotic/Special Unit Invest/CR 10/16-10/20	6557(F) 11/10/23	\$ 100.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14255	2170 - US BANK	\$ 1,210.86	PD Hotel/Less Lethal Instructor Course/JK 10/11-10/13	6557(G) 11/10/23	\$ 1,210.86
14256	2170 - US BANK	\$ 136.78	PD Dinner(20)/Community Academy 10/18	6557(H) 11/10/23	\$ 136.78
14257	2170 - US BANK	\$ 135.00	PD Reg/Traffic Collision Intermediate/AS 10/16-10/20	6557(I) 11/10/23	\$ 135.00
14258	2170 - US BANK	\$ 15.96	PD Food/Community Academy 10/18	6557(J) 11/10/23	\$ 15.96
14259	2170 - US BANK	\$ 262.91	PD Dinner(20)/Community Academy 10/25	6557(K) 11/10/23	\$ 262.91
14260	2170 - US BANK	\$ 1,400.00	PD Reg/Chemical Agent Instructor Course/JK 12/11-12/13	6557(L) 11/10/23	\$ 1,400.00
14261	2170 - US BANK	\$ 397.73	PD Hotel/CA Narcotic Officer Assoc Conference/HM 11/17-11/21	6557(M) 11/10/23	\$ 397.73
14262	2170 - US BANK	\$ 397.73	PD Hotel/CA Narcotic Officer Assoc Conference/CP 11/17-11/21	6557(N) 11/10/23	\$ 397.73
14263	2170 - US BANK	\$ 397.60	PD Hotel/Public Records Act Training/NB 11/6-11/7	6557(O) 11/10/23	\$ 397.60
14264	2170 - US BANK	\$ 281.25	Basketballs(36)/Youth Basketball 10/18	6653 11/10/23	\$ 281.25
14265	2170 - US BANK	\$ 86.15	Official Basketball(1)/Youth Basketball 10/18	6653(A) 11/10/23	\$ 86.15
14266	2170 - US BANK	\$ 59.00	Reg/First Aid/CPR Certification/LM 11/14	6653(B) 11/10/23	\$ 59.00
14267	2170 - US BANK	\$ 243.92	PD Holiday Cards(280) 10/17	6696 11/10/23	\$ 243.92
14268	2170 - US BANK	\$ 42.53	PD Erroneous Charge/Reimbursed/TZ 11/3	6696(A) 11/10/23	\$ 42.53
14269	2170 - US BANK	\$ (32.95)	Credit/Erroneous Charge/PG 10/15	7052 11/10/23	\$ (32.95)
14270	2170 - US BANK	\$ 32.95	Erroneous Charge/PG 10/15	7052(A) 11/10/23	\$ 32.95
14271	2170 - US BANK	\$ 239.88	Sub/LinkedIn/Premium Networking/PG 10/30/23-10/29/24	7052(B) 11/10/23	\$ 239.88
14272	2170 - US BANK	\$ 40.00	Parking/CA Voters Rights Act Mediation/PG 11/3	7052(C) 11/10/23	\$ 40.00
14273	2170 - US BANK	\$ 52.00	Sub/Easy Reader News/PG 11/2/23-11/2/24	7052(D) 11/10/23	\$ 52.00
14274	2170 - US BANK	\$ 55.94	Food/Playground/Kids Night Out 10/20	7072 11/10/23	\$ 55.94
14275	2170 - US BANK	\$ 59.00	Reg/First Aid/CPR Certification/AT 11/14	7072(A) 11/10/23	\$ 59.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14276	2170 - US BANK	\$ 158.86	Beverages/State of the City 10/12	7667 11/10/23	\$ 158.86
14277	2170 - US BANK	\$ 114.39	Beverages/State of the City 10/13	7667(A) 11/10/23	\$ 114.39
14278	2170 - US BANK	\$ 41.40	Beverages/State of the City 10/17	7667(B) 11/10/23	\$ 41.40
14279	2170 - US BANK	\$ 147.81	Food/Celebrate Cypress Event Review Lunch 10/26	7667(C) 11/10/23	\$ 147.81
14280	2170 - US BANK	\$ 1,493.42	PD Shelves(14)/Archive Room 11/6	7727 11/10/23	\$ 1,493.42
14281	2170 - US BANK	\$ 45.00	PD Coffee Travelers(2)/Funeral Planning Meeting 10/17	8578 11/10/23	\$ 45.00
14282	2170 - US BANK	\$ 74.52	Athletic Field Paint(12 Cans)/Lexington Park 10/27	8723 11/10/23	\$ 74.52
14283	2170 - US BANK	\$ (73.55)	Credit/Athletic Field Paint(12 Cans)/Lexington Park 10/27	8723(A) 11/10/23	\$ (73.55)
14284	2170 - US BANK	\$ 35.31	Fire Sprinkler Cover Rings(6) 10/16	8731 11/10/23	\$ 35.31
14285	2170 - US BANK	\$ 770.13	Hotel/Municipal Mgmt Assoc of So Cal Conference/KG 10/31-11/3	8764 11/10/23	\$ 770.13
14286	2170 - US BANK	\$ 20.00	Automotive Lift Manual(1)/Maint 11/13	8772 11/10/23	\$ 20.00
14287	2170 - US BANK	\$ 76.92	Food/Teens Night Out 10/13	9103 11/10/23	\$ 76.92
14288	2170 - US BANK	\$ 4.30	Supplies/Women's Conference Committee Gifts 10/23	9103(A) 11/10/23	\$ 4.30
14289	2170 - US BANK	\$ 72.00	Supplies/Women's Conference Committee Gifts 10/23	9103(B) 11/10/23	\$ 72.00
14290	2170 - US BANK	\$ 7.98	Handheld Tally Counter(1)/KG 10/11	9131 11/10/23	\$ 7.98
14291	2170 - US BANK	\$ 100.00	Reg/City Engineers Assoc of OC Meeting/NM & DC 11/6	9131(A) 11/10/23	\$ 100.00
14292	2170 - US BANK	\$ 50.00	Reg/OC Traffic Engineering Council Meeting/NM & DC 10/26	9131(B) 11/10/23	\$ 50.00
14293	2170 - US BANK	\$ 79.11	PD Dog Food(1 Bag)/Kubo 10/20	9185 11/10/23	\$ 79.11
14294	2170 - US BANK	\$ 2.45	Movie Rental(1)/Sr Center 10/18	9213 11/10/23	\$ 2.45
14295	2170 - US BANK	\$ 140.06	Keyboard Carrying Case(1)/Sr Center 10/30	9213(A) 11/10/23	\$ 140.06
14296	2170 - US BANK	\$ 62.79	Flood Lights(3)/Holiday Sing 10/30	9213(B) 11/10/23	\$ 62.79

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14297	2170 - US BANK	\$ 753.48	Digital Keyboard(1)/Pedal Unit(1)/Sr Center 10/30	9213(C) 11/10/23	\$ 753.48
14298	2170 - US BANK	\$ 200.65	Work Light(1)/Holiday Sing 10/31	9213(D) 11/10/23	\$ 200.65
14299	2170 - US BANK	\$ 8.08	Supplies/Sr Center 10/31	9213(E) 11/10/23	\$ 8.08
14300	2170 - US BANK	\$ (36.62)	Credit/Work Light(1)/Holiday Sing 11/5	9213(F) 11/10/23	\$ (36.62)
14301	2170 - US BANK	\$ 206.72	Supplies/Sr Center Volunteers Holiday Lunch 11/7	9213(G) 11/10/23	\$ 206.72
14302	2170 - US BANK	\$ 35.54	Supplies/Holiday Sing 11/9	9213(H) 11/10/23	\$ 35.54
14303	2170 - US BANK	\$ 56.00	Supplies/Holiday Sing 11/8	9213(I) 11/10/23	\$ 56.00
14304	2170 - US BANK	\$ 63.53	Supplies/Holiday Sing 11/8	9213(J) 11/10/23	\$ 63.53
14305	2170 - US BANK	\$ 42.98	Keyboard Stand(1)/Sr Center 11/10	9213(K) 11/10/23	\$ 42.98
14306	2170 - US BANK	\$ 10.00	Svc/Box/Staff Document Review/Engineering 10/29-11/28	9399 11/10/23	\$ 10.00
14307	2170 - US BANK	\$ 2,100.00	Svc/Quickbase/Bldg/Public Works 11/23	9399(A) 11/10/23	\$ 2,100.00
14308	2170 - US BANK	\$ 495.65	PD Faraday Evidence Bags(20) 10/23	9844 11/10/23	\$ 495.65
14309	2170 - US BANK	\$ 12.92	PD Adhesive Hooks(15) 10/31	9844(A) 11/10/23	\$ 12.92
14310	2363 - CAMPBELL, ERIC	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-336/4952 Park Ave	Rfd 12/8/23	\$ 500.00
14311	2357 - CHEUNG, BRENNAN	\$ 521.35	Refund/Permit #BS-23-1278	Rfd 12/8/23	\$ 521.35
14312	2183 - CRUZ, SERGIO	\$ 273.60	Refund/Cancelled Permit #BS-23-544	Rfd 12/8/23	\$ 273.60
14313	2183 - CRUZ, SERGIO	\$ 293.06	Refund/Cancelled Permit #BS-23-187	Rfd(A) 12/8/23	\$ 293.06
14314	2183 - CRUZ, SERGIO	\$ 293.60	Refund/Cancelled Permit #BS-23-269	Rfd(B) 12/8/23	\$ 293.60
14315	2183 - CRUZ, SERGIO	\$ 313.60	Refund/Cancelled Permit #BS-23-36	Rfd(C) 12/8/23	\$ 313.60
14316	2327 - CUEVAS, LAURA	\$ 500.00	Refund/Recycling Deposit/CDD-23-283/5253 Oxford	Rfd 12/8/23	\$ 500.00
14317	2364 - DIZON, DIANA	\$ 1.90	Refund/Overpayment/Rec Fingerprinting Fee	Rfd 12/8/23	\$ 1.90

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14318	2359 - FLORES, JOSE	\$ 875.00	Refund/Exemption/Permit #CDD-23-351	Rfd 12/8/23	\$ 875.00
14319	2359 - FLORES, JOSE	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-308/11697 Guam	Rfd(A) 12/8/23	\$ 500.00
14320	2362 - JACKS, TAYLOR	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-292/6447 Sombrero	Rfd 12/8/23	\$ 500.00
14321	2358 - LOPEZ, ARMANDO	\$ 4,962.00	Refund/Duplicate Payment/Sewer Fees/Permit #BS-23-483	Reimb 12/8/23	\$ 4,962.00
14322	2361 - MAZLOUM, FATEN	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-142/9988 Madrid	Rfd 12/8/23	\$ 500.00
14323	2360 - NGUYEN, TRONG	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-312/9665 Doreen	Rfd 12/8/23	\$ 500.00
14324	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,300.50	Svc/Business License Tax Admin 10/23	OCT23	\$ 1,300.50
14325	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 4,768.89	Workers Comp Claims/Professional Svcs/#26884-26933	Reimb 12/8/23	\$ 4,768.89
14326	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 4,003.33	Workers Comp Claims/Medical/#26884-26933	Reimb(A) 12/8/23	\$ 4,003.33
14327	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92	Workers Comp Claims/Permanent Disability/#26884-26933	Reimb(B) 12/8/23	\$ 3,576.92
14328	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 169,249.09	Med Insurance/City & Dist 12/23	17353711	\$ 169,249.09
14329	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 14,843.55	Med Insurance/West Comm 12/23	17353834	\$ 14,843.55
14330	2335 - HIBSON, PETER	\$ 22.25	Refund/Permit #BS-23-1679	Rfd 12/8/23	\$ 22.25
14331	2366 - MIRANDA, FRANK	\$ 1,314.60	Refund/Duplicate Permit #CDD-23-906	Rfd 12/8/23	\$ 1,314.60
14332	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 1/24	1/24	\$ 56.52
14333	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14334	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14335	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14336	1195 - BLUM, GREGORY	\$ 4,589.33	Advanced Disability/Pension Payment 1/24	1/24	\$ 4,589.33
14337	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14338	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14339	104003 - ESSEX, CLARE	\$ 465.85	Retiree Health Care Benefits 1/24	1/24	\$ 465.85
14340	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14341	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14342	112129 - HERNANDEZ, ALEX	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14343	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14344	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14345	129700 - MCSHANE, CHRIS	\$ 232.96	Retiree Health Care Benefits 1/24	1/24	\$ 232.96
14346	128832 - MORALES, PAULO	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14347	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14348	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14349	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 1/24	1/24	\$ 125.00
14350	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14351	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14352	1024 - VALLEY VISTA SERVICES, INC	\$ 231,080.50	Waste Disposal Fee 11/23	11/23	\$ 231,080.50
14353	105121 - VIGIL, FELIX	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14354	129666 - WALQUIST, BRIAN	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14355	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00	Development Assistance 1/24	1/24	\$ 37,500.00
14356	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14357	342 - WU, ALEX	\$ 300.00	Retiree Health Care Benefits 1/24	1/24	\$ 300.00
14358	1480 - ARCO BUSINESS SOLUTIONS	\$ 16,571.23	Fuel/Police 11/3-12/2	NP65546499(D)	\$ 16,571.23
14359	1480 - ARCO BUSINESS SOLUTIONS	\$ 1,577.01	Fuel/Maint 11/3-12/2	NP65546499(C)	\$ 1,577.01

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
14360	1480 - ARCO BUSINESS SOLUTIONS	\$ 36.33			
			Fuel/Finance 11/3-12/2	NP65546499	\$ 36.33
14361	1480 - ARCO BUSINESS SOLUTIONS	\$ 38.73			
			Fuel/Engineering 11/3-12/2	NP65546499(B)	\$ 38.73
14362	1480 - ARCO BUSINESS SOLUTIONS	\$ 196.50			
			Fuel/Community Development 11/3-12/2	NP65546499(A)	\$ 196.50
14363	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 259.33			
			Workers Comp Claims/Professional Svcs/#26934-26963	Reimb 12/22/23	\$ 259.33
14364	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,517.62			
			Workers Comp Claims/Medical/#26934-26963	Reimb-A 12/22/23	\$ 3,517.62
14365	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,576.92			
			Workers Comp Claims/Permanent Disability/#26934-26963	Reimb-B 12/22/23	\$ 3,576.92
14366	2344 - DIAZ, EVER	\$ 500.00			
			Refund/Recycling Deposit/CDD-23-240/5712 Cynthia	Rfd 12/22/23	\$ 500.00
14367	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 11,710.00			
			Monthly Retiree Health Savings 12/23	12/23	\$ 11,710.00
14368	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,200.00			
			Deferred Comp/Exec Mgmt 12/23	401a-12/23	\$ 1,200.00
14369	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,766.16			
			PD Svc/Alarm Permit & False Alarm Collections 11/23	11/23	\$ 1,766.16
14370	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 5,354.26			
			Workers Comp Claims/Professional Svcs/#26964-26987	Reimb-C 12/22/23	\$ 5,354.26
14371	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 7,541.53			
			Workers Comp Claims/Medical/#26964-26987	Reimb-D 12/22/23	\$ 7,541.53
14372	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 11,330.18			
			Workers Comp Claims/Permanent Disability/#26964-26987	Reimb-E 12/22/23	\$ 11,330.18
14373	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 535.79			
			Workers Comp Claims/Temporary Disability/#26964-26987	Reimb-F 12/22/23	\$ 535.79
14374	168 - CalPERS-Fiscal Services Division	\$ 11,209.92			
			Pension Payment/Replacement Benefit Fund 2024	17393831	\$ 11,209.92
14375	2307 - MENI, JEANETTE	\$ 679.31			
			Refund/Bingo License Application/Los Al Rugby	Rfd 1/5/24	\$ 679.31
14376	2109 - MILLER, MATT	\$ 500.00			
			Refund/Recycling Deposit/CDD-23-402/6504 Middlebury Cir	Rfd 1/5/24	\$ 500.00
14377	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 189,015.85			
			Med Insurance/City & Dist 1/24	17390654	\$ 189,015.85
14378	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 14,149.38			
			Med Insurance/West Comm 1/24	17390937	\$ 14,149.38
14379	2368 - PULU, POSESE	\$ 500.00			
			Refund/Recycling Deposit/CDD-23-21/4282 Marion	Rfd 1/5/24	\$ 500.00
14380	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,421.88			
			Svc/Business License Tax Admin 11/23	Nov23	\$ 1,421.88

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63670	2216 - A.J. KIRKWOOD & ASSOC, INC	\$ 1,569.24			
			Final/Design/PD Jail Alarms 8/23	12463048	\$ 1,569.24
63671	100681 - ADVANCED ALARM & FIRE INC	\$ 425.00			
			Svc/Rewire Smoke Detectors/Sr Center 9/15	4222	\$ 425.00
63672	100681 - ADVANCED ALARM & FIRE INC	\$ 1,245.00			
			Svc/Monitor Alarms/Civic Center/Comm & Sr Center 10/23-12/23	893581	\$ 1,245.00
63673	1570 - ADVANTAGE MAILING, LLC	\$ 4,959.42			
			Svc/Print/City & Rec Newsletter(17.5) 10/23	192073	\$ 4,959.42
63674	270 - AITHAL, DARSHINI	\$ 136.50			
			Instruct/Yoga 8/9-8/30	8/30/23	\$ 136.50
63675	100723 - ALESHIRE & WYNDER, LLP	\$ 27,368.55			
			Legal Svc/CA Aware 8/23	79726	\$ 4,176.00
			Legal Svc/Code Enforcement 8/23	79721	\$ 288.00
			Legal Svc/Engineering 8/23	79718	\$ 1,041.77
			Legal Svc/Finance 8/23	79719	\$ 291.50
			Legal Svc/General Admin 8/23	79713	\$ 1,510.50
			Legal Svc/Housing 8/23	79722	\$ 442.50
			Legal Svc/HR 8/23	79716	\$ 118.00
			Legal Svc/Makkouk 8/23	79724	\$ 822.41
			Legal Svc/Planning 8/23	79717	\$ 159.00
			Legal Svc/Recreation 8/23	79720	\$ 795.00
			Litigation Svc/CVRA Challenge 8/23	79725	\$ 7,056.37
			Litigation Svc/General Admin 8/23	79715	\$ 2,333.00
			Litigation Svc/Ihrig 8/23	79729	\$ 2,795.50
			Litigation Svc/Morris 8/23	79728	\$ 50.00
			Litigation Svc/Youngsma 8/23	79727	\$ 5,489.00
63676	1200 - ANNEALTA GROUP	\$ 6,200.00			
			Svc/Housing Element Implementation/Ordinance Amendments 9/23	2990	\$ 3,991.25
			Svc/Planning Project Mgr/Housing Element Implementation 9/23	2989	\$ 2,208.75
63677	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 3,270.00			
			Inspect/Arterial Rehab 8/23	140836	\$ 1,740.00
			Inspect/OCSD Sewer Rehab/Permit #PW-21-159 8/23	141590	\$ 1,530.00
63678	110860 - AT&T	\$ 824.23			
			Svc/Internet Access 9/23	20609406	\$ 824.23
63679	110860 - AT&T	\$ 2,099.90			
			PD Svc/Mobile Data 9/23	9/23(F)	\$ 2,099.90
63680	110860 - AT&T	\$ 4.41			
			2481347232-Admin Phone Svc 10/23	10/23	\$ 4.41
63681	110860 - AT&T	\$ 1.65			
			East Wing Fax Line 9/23	9/23(G)	\$ 1.65
63682	252 - AUTO ZONE, INC	\$ 214.93			
			Torque Strut Mounts(3) 10/3	5521054067	\$ 214.93

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63683	630 - BATTERY SYSTEMS INC	\$ 745.70			
			Vehicle Batteries(2) 9/27	28880926231529	\$ 745.70
63684	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 2,065.07			
			Insurance/Dental & Vision/West Comm 10/23	BOBCJN	\$ 974.70
			Insurance/Vision Claims/City & Dist 9/23	BOBF63	\$ 1,090.37
63685	1195 - BLUM, GREGORY	\$ 4,589.33			
			Advanced Disability/Pension Payment 10/23	10/13/23	\$ 4,589.33
63686	2205 - BP FORD OF LONG BEACH	\$ 12.19			
			Handle Covers(2) 9/26	207068FOW	\$ 12.19
63687	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 105,237.46			
			Svc/Landscape/Lexington Park 9/23	8627081	\$ 6,831.76
			Svc/Landscape/Park & Rec Facilities 7/23	8543391	\$ 32,801.90
			Svc/Landscape/Park & Rec Facilities 8/23	8543424	\$ 32,801.90
			Svc/Landscape/Park & Rec Facilities 9/23	8570681	\$ 32,801.90
63688	128481 - BSN - SPORT SUPPLY GROUP, INC	\$ 905.04			
			Tennis Nets(8) 9/19	922850910	\$ 905.04
63689	111328 - CALIFORNIA BUILDING STANDARDS COMMISSION	\$ 249.30			
			Building Standards 7/1/23-9/30/23	7/23-9/23	\$ 249.30
63690	111882 - CALIFORNIA YELLOW CAB CORP	\$ 7,200.00			
			Sr Center/Nutrition Program 8/23	8503023	\$ 3,045.00
			Taxi Vouchers/Sr Center 8/23	8501023	\$ 4,155.00
63691	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 965.00			
			Consult/Modernization & Integration/Business Park 8/23	0049653	\$ 965.00
63692	102020 - CELEBRATIONS	\$ 937.60			
			Rent/Tables(36)/Chairs(100)/State of the City 10/17	11794	\$ 937.60
63693	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 563.75			
			W/C Svc/Internet 10/23	218496501100123	\$ 563.75
63694	1066 - CHUSHINKAN DOJO	\$ 117.00			
			Instruct/laido 9/6-10/21	10/21/23	\$ 117.00
63695	1216 - CIVICPLUS, INC REC1	\$ 16.19			
			Refund/Elementary Focused Drawing 9/19	278752	\$ 16.19
63696	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 5,000.00			
			Svc/Recreation Strategic Communication Support 8/23	2309-556	\$ 5,000.00
63697	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76			
			Offsite Data Storage 9/23	DS1306559	\$ 154.76
63698	115003 - COUNTY OF ORANGE	\$ 135.20			
			PD Pre-Booking Forms(500)/Prisoner Property Forms(500) 8/31	SH66516	\$ 135.20
63699	129969 - CROWN TROPHY COLOMRICAN, INC	\$ 311.18			
			Trophy(20)/Medals(20)/Youth Volleyball 9/21	16893	\$ 311.18
63700	101108 - DANCS, DOUGLAS	\$ 129.00			
			Executive Mgmt Wellness Program 2023	Reimb 10/13/23	\$ 129.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63701	1622 - DANIELS TIRE SERVICE, INC	\$ 292.27	Vehicle Tires(2) 9/19	200484650	\$ 292.27
63702	2302 - DEBTBOOK FIFTH ASSET INC	\$ 10,000.00	Svc/Lease & Subscription Based IT Mgmt 8/8/23-8/7/24	DB2002774	\$ 10,000.00
63703	104010 - DEPT OF CONSERVATION-STATE OF CALIFORNIA	\$ 1,111.24	Strong Motion 7/1/23-9/30/23	7/23-9/23	\$ 1,111.24
63704	1511 - DIAMOND ENVIRONMENTAL SERVICES	\$ 937.80	Rent/Portable Restrooms(7)/Washing Station(1)/2023 5K Run 10/7	0004867471	\$ 937.80
63705	755 - DOMEN LAWNMOWER	\$ 107.63	Blades(4)/Oil(1 Btl) 9/25	185759	\$ 107.63
63706	1296 - EDCO CNG	\$ 1,387.43	Natural Gas(430.88 Gls)/Sweepers(2)/Sewer Truck(1) 9/1-9/15	0920023-6	\$ 1,387.43
63707	66 - EXCEL PAVING COMPANY CORP	\$ 281,651.63	Svc/Arterial Rehab 9/23	1-27228	\$ 281,651.63
63708	104530 - EXPERIAN	\$ 77.96	PD Credit Reports 9/23	CD2406003262	\$ 77.96
63709	2132 - FERGUSON ENTERPRISES LLC	\$ 630.34	Push Button Valve Assemblies(2)/Drinking Fountains 9/21	2945511	\$ 630.34
63710	1115 - FRONTIER	\$ 2,240.33	W/C Phone Svc/5624931036 10/23	10/23(B)	\$ 77.21
			W/C Phone Svc/5627955413 10/23	10/23(A)	\$ 2,163.12
63711	2011 - GEPP OF RI, LLC STRIDE AWARDS	\$ 1,745.24	Medals(1,102)/2023 5K Run/Walk 9/25	26495	\$ 1,745.24
63712	119018 - GOLDEN STATE WATER COMPANY	\$ 6,802.83	Svc/Athletic Fields 9/23	9/23	\$ 4,502.66
			Svc/Maint Yard Landscaping 8/23	8/23(N)	\$ 45.26
			Svc/Parkway Maint 9/23	9/23(B)	\$ 1,977.61
			Svc/Storm Drain 9/23	9/23(A)	\$ 277.30
63713	2283 - GREENFIELD LANDSCAPING & MAINT INC	\$ 19,616.36	Backflow Repair Kit(1)/Right of Way 7/14	L-3195	\$ 402.79
			Repair/Irrigation Backflow/Right of Way 7/14	L-3179	\$ 971.38
			Repair/Irrigation Backflow/Right of Way 7/14	L-3180	\$ 287.79
			Repair/Irrigation Fittings/Right of Way 7/18	L-3182	\$ 2.42
			Repair/Irrigation Valve & Fittings/Right of Way 7/25	L-3181	\$ 40.44
			Repair/Irrigation Valve/Right of Way 7/7	L-3194	\$ 113.70
			Replace/Irrigation Box/Right of Way 7/25	L-3196	\$ 35.84
			Svc/Landscape Maint/Right of Way 9/23	L-3264	\$ 17,762.00
63714	451 - IN-N-OUT BURGER	\$ 1,735.81	Final/Catering Truck/Employee Appreciation Lunch 10/16	E69124	\$ 1,735.81
63715	102993 - ITERIS, INC	\$ 12,532.50	Svc/Traffic Signal Timing Project 7/23	161723	\$ 4,023.00
			Svc/Traffic Signal Timing Project 8/23	162287	\$ 8,509.50

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63716	495 - KIRBY BUILT QUALITY PRODUCTS	\$ 1,915.19	Trash Receptacles(3)/Citywide 9/23	INKSA5042	\$ 1,915.19
63717	7 - LACAL EQUIPMENT, INC	\$ 434.07	Sweeper Hose(1) 9/25	0397378IN	\$ 434.07
63718	1607 - LEMMON, BRADLEY	\$ 36.00	Meals/DUI Checkpoints, Planning & Management 9/15	Reimb-A 10/13/23	\$ 12.00
			Meals/Mental Health Intervention 9/18-9/19	Reimb 10/13/23	\$ 24.00
63719	2277 - LISA WISE CONSULTING, INC	\$ 14,078.75	Svc/Inclusionary Housing Feasibility Study 8/23	4613	\$ 14,078.75
63720	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	\$ 70.04	Name Badges/Rec Commissioner(3)/Senior Commissioner(2) 9/28	93556	\$ 70.04
63721	933 - LSA ASSOCIATES, INC	\$ 551.50	Consult/Mitigated Negative Declaration/Warehouse Project 8/23	190217	\$ 551.50
63722	127103 - MAINT SUPERINTENDENTS ASSOC-MSA	\$ 92.70	Dues/Maint Superintendents Assoc/JG 7/1/23-6/30/24	5B83995B48	\$ 92.70
63723	111271 - MAR-CO EQUIPMENT CO	\$ 469.62	Sweeper Hose(2)/Actuator Switch(2) 10/2	196437	\$ 469.62
63724	109269 - MILES, HILDA	\$ 1,674.40	Instruct/Hula Dance 9/5-10/26	10/26/23	\$ 1,674.40
63725	109177 - MONDON, REBECCA	\$ 24.00	Meals/Advanced Critical Incident Response 9/6	Reimb 10/13/23	\$ 12.00
			Meals/Response Tactics for Critical Incidents 9/5	Reimb-A 10/13/2	\$ 12.00
63726	80 - MORRIS, LETICIA	\$ 374.40	Instruct/Zumba 9/2-9/30	9/30/23	\$ 245.70
			Instruct/Zumba Gold 9/7-9/28	9/28/23	\$ 128.70
63727	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 3,066.92	Air Filters(3)/Wiper Blades(12)/Misc 10/3	443684	\$ 541.91
			Brake Rotors(4)/Brake Pads(2)/Misc 9/6	442089	\$ 643.89
			Diagnostic Scan Tool(1) 10/5	443640	\$ 1,881.12
63728	672 - O'REILLY AUTO PARTS	\$ 379.52	Oil Filters(2)/Air Filter(1) 9/29	3078-438035	\$ 99.03
			Spark Plugs(8)/Filters(12)/Misc 9/29	3078-437991	\$ 280.49
63729	108944 - OFFICE DEPOT	\$ 486.36	Supplies/Citywide 9/23	10/13/23	\$ 486.36
63730	1574 - OLIVAS, CASSIE	\$ 12.00	Meals/Response to the Non-Criminal Barricade 9/11	Reimb 10/13/23	\$ 12.00
63731	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 1,031.70	Sewer Connect Fees 9/23	9/23	\$ 1,031.70
63732	2301 - PARTNER ENGINEERING AND SCIENCE INC	\$ 2,200.00	Svc/Phase I Environmental Site Assessment/6612 Cerritos	23-417381-1	\$ 2,200.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63733	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 1,259.11			
			Svc/Car Wash/PD(47)/PW(5) 9/23	2162	\$ 615.49
			Svc/Car Wash/PD(48)/Parks(2)/PW(1) 8/23	2161	\$ 643.62
63734	871 - PEREZ, DIANA	\$ 300.30			
			Instruct/Learn & Grow 9/6-10/4	10/4/23	\$ 300.30
63735	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 812.50			
			Instruct/Pickleball 9/10-10/8	10/8/23	\$ 812.50
63736	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 310.00			
			Fee/Postage Permit #31/Bulk Mailing 11/8/23-11/7/24	Permit #31 23/24	\$ 310.00
63737	1825 - PRISM PUBLIC RISK INNOVATION SOLUTIONS & MGMT	\$ 1,362.06			
			EAP/City and West Comm(423) 10/1/23-12/31/23	24400717	\$ 1,362.06
63738	2331 - PROFESSIONAL ACCESS CCTV & ELECTRICAL INC	\$ 1,785.23			
			Deposit/Install/Card Readers 10/4	95590	\$ 1,785.23
63739	223 - QUALITY LOGO PRODUCTS, INC	\$ 540.02			
			Imprinted Messenger Bags(50)/PD Community Academy 10/4	QSI-1066526	\$ 540.02
63740	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	\$ 226.20			
			Instruct/Reading & Math Development 9/6-9/25	9/25/23	\$ 226.20
63741	2230 - RINGCENTRAL INC	\$ 7,316.04			
			Svc/Phone System Implementation & Training/Phase II 9/23	INVA565329	\$ 1,200.00
			Svc/Phone System Implementation/Phase IA 9/26	INVA596948	\$ 6,116.04
63742	129917 - RUTAN & TUCKER	\$ 5,377.93			
			Legal Svc/Housing Successor 7/23	971453	\$ 372.93
			Legal Svc/Land Use/LARC 7/23	971454	\$ 525.00
			Litigation Svc/Public Records Act/Fortis 7/23	971455	\$ 4,480.00
63743	106893 - SAFESHRED	\$ 40.00			
			W/C Svc/Shredding 9/26	345281	\$ 40.00
63744	2031 - SDI PRESENCE LLC	\$ 2,385.70			
			W/C Svc/Monitor IT/CAD System 8/23	13690	\$ 2,385.70
63745	1999 - SIRIGOS, ARTEMIOS	\$ 108.00			
			Meal/Radar Laser Operator 9/22	Reimb-A 10/13/23	\$ 12.00
			Meals/Radar Operator 9/19-9/21	Reimb 10/13/23	\$ 36.00
			Meals/Traffic Collision Basic 9/11-9/15	Reimb-B 10/13/23	\$ 60.00
63746	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 2,166.45			
			Instruct/Soccer 9/11-10/11	10/11/23	\$ 2,166.45
63747	119051 - SMART & FINAL (REC & PARKS)	\$ 42.48			
			Food/Playground/Kids Night Out 9/15	3565620004901	\$ 15.57
			Supplies/Playground/Kids Night Out 9/15	3565620004802	\$ 26.91
63748	108459 - SMART & FINAL-POLICE ACCT	\$ 216.11			
			Supplies/PD Breakroom 9/1	3563630007501	\$ 103.83
			Supplies/PD Breakroom 9/19	3563630007101	\$ 96.11
			Supplies/PD Community Academy 9/19	3563630020801	\$ 4.69
			Supplies/PD Community Academy 9/26	3563630034201	\$ 11.48

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63749	119016 - SO CAL EDISON	\$ 123,197.63			
			700134894611 - Svc/Traffic Signal 9/23	9/23(A)	\$ 23.52
			700370018870 - Svc/Traffic Signal 9/23	9/23(B)	\$ 110.52
			700428641933 Svc/Mackay Park 9/23	9/23(C)	\$ 42.09
			Svc/Citywide 8/11-9/11	8/11/23-9/11/23	\$ 123,021.50
63750	119017 - SO CAL GAS CO	\$ 610.42			
			00840909006 Svc/Comm Center 9/23	9/23(D)	\$ 179.06
			12600890003 Svc/Maint Yard 9/23	9/23(F)	\$ 85.24
			13230923008 Svc/Storm Drain 9/23	9/23(C)	\$ 22.11
			18690942000 Svc/Sr Center 9/23	9/23(G)	\$ 191.01
			19530910009 Svc/City Hall 9/23	9/23(E)	\$ 133.00
63751	543 - SORVILLO, BRYAN	\$ 231.00			
			Instruct/Group Tennis/Late Registration 9/5-10/6	10/6/23(A)	\$ 91.00
			Instruct/Private Tennis Lessons 9/1-9/30	9/23	\$ 140.00
63752	2329 - SOURCE ONE RENTALS	\$ 2,327.00			
			Rental/Screen & Projector/State of the City 10/17	21298	\$ 2,327.00
63753	1027 - SOUTHERN CALIFORNIA BARRICADES-COAST HILLS INC	\$ 20,333.00			
			Svc/Traffic Control/Street Closures/2023 5K Run/Walk 10/7	23-2426	\$ 20,333.00
63754	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 2,283.61			
			Pub Notice/Bids/Arterial Rehab Project #350	0011618401	\$ 2,283.61
63755	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 130.00			
			PD Svc/Shredding 9/25	236648	\$ 130.00
63756	125888 - SPARKLETTS	\$ 75.81			
			Print Shop Bottled Water 9/23	4105217 9/23	\$ 15.96
			W/C Bottled Water 9/23	4089647 9/23	\$ 59.85
63757	116238 - STAPLES BUSINESS ADVANTAGE	\$ 807.60			
			Supplies/Citywide 9/23	10/13/23	\$ 807.60
63758	119024 - STATE COMP INSURANCE FUND	\$ 1,769.33			
			W/C Workers Comp Insurance 9/30-10/30	1001574626	\$ 1,769.33
63759	122963 - STERICYCLE INC	\$ 45.50			
			PD Med Waste Removal 10/23	8004763839	\$ 45.50
63760	2315 - SULZER ELECTRO-MECHANICAL SERVICES INC	\$ 640.00			
			Inspect/Control Panel/PS #3 9/19	PJIN00004923	\$ 640.00
63761	1198 - SUPERION LLC-SUNGARD PUBLIC SECTOR, LLC	\$ 66,739.99			
			W/C Software Maint/CAD/RMS System 12/1/23-11/30/24	392840	\$ 66,739.99
63762	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 6,776.00			
			Svc/Graffiti Removal/Streets & Parks 9/23	17914	\$ 6,776.00
63763	1348 - SUPPLY SOLUTIONS-SIGNAL HILL AUTO ENTERPRISES, INC	\$ 862.03			
			Trash Can Liners(2K) 9/29	046413	\$ 862.03
63764	1137 - TAOIPU, PATRICK	\$ 3,510.00			
			Instruct/Basic Hula 9/12-11/28	11/28/23	\$ 585.00
			Instruct/Intermediate Hula 9/12-11/28	11/28/23(A)	\$ 2,925.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63765	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 998.00	Svc/Audio & Lighting/State of the City 10/17	4-10/17/23	\$ 998.00
63766	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 9/23	88225	\$ 1,000.00
63767	851 - THE UPS STORE, #5882	\$ 25.00	Svc/Fingerprints(1)/City 9/23	10/5/2023	\$ 25.00
63768	1943 - TOP ROCK ENTERTAINMENT NICHOLSON, LYNN	\$ 1,100.00	Perform/Music/State of the City 10/17	2023-CYP101723	\$ 1,100.00
63769	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 900.00	PD Svc/Polygraphs(4) 9/23	CYPD-2023/09	\$ 900.00
63770	128063 - U S ARMOR CORPORATION	\$ 1,342.53	PD Ballistic Vest(1)/MGance	43521	\$ 674.06
			PD Ballistic Vest(1)/NBasulto	43536	\$ 668.47
63771	1139 - UNIFIRST CORP	\$ 503.85	Uniforms/Mats/Mops/Towels 9/23	9/23	\$ 503.85
63772	100308 - UNITED MAINTENANCE SYSTEMS	\$ 32,301.00	Svc/Janitorial/Citywide 7/23	15545	\$ 5,286.50
			Svc/Janitorial/Citywide 8/23	15567	\$ 5,286.50
			Svc/Janitorial/Citywide 9/23	15597	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 9/23	15599	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 9/23	15598	\$ 6,100.50
			Svc/Weekend Enhanced Cleaning/PD 7/23	15544	\$ 787.00
			Svc/Weekend Enhanced Cleaning/PD 8/23	15566	\$ 787.00
			Svc/Weekend Enhanced Cleaning/PD 9/23	15596	\$ 787.00
63773	2072 - VELASCO, ALICIA	\$ 262.61	Executive Mgmt Wellness Program 2023	Reimb 10/13/23	\$ 262.61
63774	1156 - VIGILANT SOLUTIONS, LLC	\$ 17,490.00	PD Sub/License Plate Reader Data Access 9/26/23-9/25/26	53843RI	\$ 17,490.00
63775	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 239.94	Offsite Records Storage/Retrieval 9/23	3722224LAX1	\$ 239.94
63776	112149 - WESTERN EXTERMINATOR COMPANY	\$ 920.00	Svc/Pest Control/Citywide 7/23	287788C	\$ 460.00
			Svc/Pest Control/Citywide 8/23	299845C	\$ 460.00
63777	2273 - YOUNG REMBRANDTS NORTH ORANGE COUNTY BI DAN YU	\$ 731.25	Instruct/Youth Drawing 9/5-9/30	9/30/23	\$ 731.25
63778	0 - CENTURION FOOTBALL BOOSTERS	\$ 500.00	Refund/Facility Deposit/Contract #7306	Rfd 10/13/23	\$ 500.00
63779	0 - KINSEY, ANN	\$ 40.00	Refund/Citation #CP475555	Rfd 10/6/23	\$ 40.00
63780	0 - KIRWIN, OLIVIA	\$ 40.00	Refund/Citation #CP475886	Rfd 10/6/23	\$ 40.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63781	0 - MAINALY, NETRA P	\$ 965.00	Refund/Recycling Deposit/8543 Walker St	Rfd 10/13/23	\$ 965.00
63782	0 - PARK, DAVID	\$ 500.00	Refund/Recycling Deposit/5882 Karen Ave	Rfd 10/13/23	\$ 500.00
63783	0 - SAKAKURA, NANCY	\$ 40.00	Refund/Rental Fee/Contract #7364	Rfd 10/13/23	\$ 40.00
63784	0 - SMITH, GARY	\$ 500.00	Refund/Recycling Deposit/5387 Vista Fortuna	Rfd 10/13/23	\$ 500.00
63785	1095 - TYLER TECHNOLOGIES, INC-NEW WORLD	\$ 74,293.92	Software Maint/New World Systems 8/1/23-7/31/24	045-424714	\$ 74,293.92
63786	1258 - ACME WORKPLACE SAFETY PRODUCTS	\$ 280.65	Supplies/First Aid/Maint Yard 10/2	6485	\$ 280.65
63787	106914 - ADMINSURE	\$ 3,477.00	Workers Comp Claims Admin 11/23	16438	\$ 3,477.00
63788	130335 - AKM CONSULTING ENGINEERS	\$ 2,678.50	Svc/Upgrade/Pump Station Monitoring System 9/23	0012497	\$ 2,678.50
63789	100723 - ALESHIRE & WYNDER, LLP	\$ 36,769.42	Legal Svc/CA Aware 9/23	80544	\$ 9,340.50
			Legal Svc/City Council Matters 9/23	80533	\$ 1,062.00
			Legal Svc/Code Enforcement 9/23	80540	\$ 440.00
			Legal Svc/Engineering 9/23	80536	\$ 636.00
			Legal Svc/Finance 9/23	80537	\$ 159.00
			Legal Svc/General Admin 9/23	80705	\$ 3,357.00
			Legal Svc/Makkouk 9/23	80542	\$ 252.39
			Legal Svc/Planning 9/23	80535	\$ 53.00
			Legal Svc/Police 9/23	80539	\$ 450.50
			Legal Svc/Recreation 9/23	80538	\$ 1,934.50
			Legal Svc/Refuse 9/2	80541	\$ 59.00
			Litigation Svc/CVRA Challenge 9/23	80543	\$ 5,068.00
			Litigation Svc/General Admin 9/23	80534	\$ 1,211.53
			Litigation Svc/Ihrig 9/23	80547	\$ 3,378.50
			Litigation Svc/Morris 9/23	80546	\$ 550.00
			Litigation Svc/Youngsma 9/23	80545	\$ 8,817.50
63790	101004 - ALL AMERICAN ASPHALT CORP	\$ 703.75	Asphalt Tack(2 Buckets)/2023 5K Run/Walk 10/4	1161234	\$ 99.00
			Asphalt(.5 Ton)/2023 5K Walk/Run 10/4	1161235	\$ 43.20
			Asphalt(6.5 Tons)/2023 Cypress Festival 10/4	1161235(A)	\$ 561.55
63791	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 29,668.76	Crossing Guard Svcs(27 Hrs)/Orange & Grindlay 9/3-9/16	87711(A)	\$ 650.43
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 9/17-9/30	88053(A)	\$ 722.70
			Crossing Guard Svcs(577.79 Hrs) 9/3-9/16	87711	\$ 13,918.96
			Crossing Guard Svcs(596.79 Hrs) 9/17-9/30	88053	\$ 14,376.67

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63792	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 26,768.65			
			Final/Inspect/Arterial Rehab 9/23	141913	\$ 9,816.50
			Inspect/Sr Center Interior Improvements 9/23	141912	\$ 5,709.75
			Inspect/Various Non-CIP Engineering Permits 9/23	141911	\$ 9,642.40
			Svc/City Engineer 9/23	141994	\$ 1,600.00
63793	110860 - AT&T	\$ 6,470.70			
			9391033694-PW Phone Svc 9/23	9/23(I)	\$ 154.88
			9391033695-Civic Center Phone Svc 9/23	9/23(H)	\$ 27.11
			9391033696-PD Phone Svc 10/23	10/23(A)	\$ 28.49
			9391033698-PW Phone Svc 9/23	9/23(J)	\$ 27.50
			Phone Svc/Multi-Line 9/13-10/12	9/13/23-10/12/23	\$ 6,232.72
63794	252 - AUTO ZONE, INC	\$ 77.54			
			Replace/Wheel Cylinder/Unit #801	5521073296	\$ 23.68
			Window Motor(1) 10/9	5521063693	\$ 53.86
63795	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 135.00			
			Svc/Bee Removal 9/28	601770	\$ 135.00
63796	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,884.71			
			Insurance/Life/LTD/STD/Optional 11/23	13493	\$ 9,884.71
63797	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 10,407.15			
			Insurance/Dental & Vision/City & Dist 11/23	BOBFSL	\$ 10,407.15
63798	2205 - BP FORD OF LONG BEACH	\$ 735.59			
			Engine Brackets(2) 10/9	207276-1FOW	\$ 264.60
			Replace/Drive Shaft/Unit #604	207275FOW	\$ 134.95
			Selector Shafts(2) 10/6	207438FOW	\$ 336.04
63799	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 32,801.90			
			Svc/Landscape/Citywide 10/23	8613901	\$ 32,801.90
63800	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 1,500.00			
			Svc/Restroom & Tennis Court Lockup 9/23	3604-154	\$ 1,500.00
63801	103016 - CAMERON WELDING CO	\$ 159.12			
			Cylinder Charges 7/23	09285089	\$ 79.56
			Cylinder Charges 8/23	09288013	\$ 79.56

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63802	123012 - CHARLES ABBOTT ASSOCIATES	\$ 137,984.48			
			Building Inspection and Plan Check Services 7/23	66296	\$ 33,893.24
			Building Inspection and Plan Check Services 8/23	66297	\$ 36,707.99
			Svc/Engineering Plan Checks 8/23	66294	\$ 3,737.00
			Svc/Engineering Plan Checks 9/23	66412	\$ 620.00
			Svc/Fats, Oil & Grease/NPDES Inspections 7/23	66135	\$ 9,183.75
			Svc/Fats, Oil & Grease/NPDES Inspections 9/23	66464	\$ 8,550.00
			Svc/National Pollutant Discharge Elimination/Program Mgmt 7/23	66134	\$ 10,000.00
			Svc/National Pollutant Discharge Elimination/Program Mgmt 8/23	66351	\$ 14,812.50
			Svc/National Pollutant Discharge Elimination/Program Mgmt 9/23	66462	\$ 6,437.50
			Svc/NPDES Inspections 8/23	66349	\$ 6,757.50
			Svc/NPDES/Water Quality Mgmt Plan Reviews 8/23	66350	\$ 4,340.00
			Svc/NPDES/Water Quality Mgmt Plan Reviews 9/23	66463	\$ 2,945.00
63803	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,418.07			
			Svc/Cable TV 10/10-11/9	0079111101023	\$ 132.32
			W/C CAD/RMS Ethernet Connection 10/4-11/3	0026082100523	\$ 1,285.75
63804	110067 - COMLINK LASER CARE	\$ 147.80			
			PD Toner(1) 10/9	75350	\$ 147.80
63805	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 20,000.00			
			Svc/City Strategic Communications Support 8/23	2309-557	\$ 10,000.00
			Svc/City Strategic Communications Support 9/23	2310-579	\$ 10,000.00
63806	122946 - COUNTRY GARDEN CATERERS	\$ 7,964.07			
			Svc/Cater/State of The City 10/17	7004	\$ 4,872.99
			Svc/Cater/Women's Conference 10/25	2141	\$ 3,091.08
63807	115003 - COUNTY OF ORANGE	\$ 5,069.00			
			Parking Violations 9/23	9/23	\$ 5,069.00
63808	115003 - COUNTY OF ORANGE	\$ 3,283.52			
			Svc/Coyote Creek TMDL Shared Costs 2023-24	PW240284	\$ 3,283.52
63809	115003 - COUNTY OF ORANGE	\$ 91,581.35			
			Svc/NPDES Shared Costs/Stormwater Program 2023-24	PW24172	\$ 91,581.35
63810	115003 - COUNTY OF ORANGE	\$ 2,418.25			
			W/C Svc/Comm Charges/800 MHz Radio 10/1/23-12/31/23	STCS002199	\$ 2,418.25
63811	115003 - COUNTY OF ORANGE	\$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 10/23	SH66598	\$ 1,104.51
63812	115003 - COUNTY OF ORANGE	\$ 16,011.93			
			Agreement/Animal Shelter 7/1/23-9/30/23	AC2490004	\$ 16,011.93
63813	115003 - COUNTY OF ORANGE	\$ 1,807.00			
			PD Svc/Automated Fingerprint Identification System 10/23	SH66558	\$ 1,807.00
63814	101108 - DANCS, DOUGLAS	\$ 866.43			
			Executive Mgmt Wellness Program 2023	Reimb 10/27/23	\$ 866.43
63815	116854 - DATA TICKET INC-MSB	\$ 1,681.47			
			Parking Citation Processing 9/23	156904	\$ 1,681.47

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63816	2226 - DAVID EVANS AND ASSOCIATES, INC	\$ 1,746.50			
			Consult/Right-of-Way Irrigation/Water Conservation 9/23	546920	\$ 1,746.50
63817	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 228.00			
			Svc/Fingerprints(1)/City 9/23	687010	\$ 32.00
			Svc/Fingerprints(4)/PD 9/23	687010(A)	\$ 196.00
63818	1132 - DESTINY SOFTWARE, INC	\$ 6,200.00			
			Software Maint/Agenda Quick 7/1/23-6/30/24	4988	\$ 6,200.00
63819	1411 - DOSSIER SYSTEMS, INC AMCS GROUP INC	\$ 3,942.54			
			Sub/Fleet Asset Management Software 7/1/23-6/30/24	135883	\$ 3,942.54
63820	110078 - EMBLEM ENTERPRISES INC	\$ 422.98			
			PD SWAT Uniform Patches(100) 10/12	901667	\$ 422.98
63821	66 - EXCEL PAVING COMPANY CORP	\$ 6,855.20			
			Final/Svc/Arterial Rehab 10/23	2-27255	\$ 6,855.20
63822	2235 - FACILITY SOLUTIONS GROUP, INC	\$ 812.82			
			Parking Lot LED Lights(4)/Lamps(150) 10/4	5387655-00	\$ 812.82
63823	1770 - FAZE 1 CORP DBA PREMIER PIPE INC	\$ 5,394.36			
			Retention/Sewer System Evaluation/CCTV Project	Cypress-23 Reten	\$ 5,394.36
63824	106039 - FEDERAL EXPRESS CORP	\$ 58.62			
			PD Svc/Gregory Blum/Retirement ID/Badge 10/4	828489437	\$ 17.95
			Svc/Escrow Documents/NShenouda/6612 Cerritos 9/29	827743140	\$ 40.67
63825	1115 - FRONTIER	\$ 93.25			
			W/C Phone Svc/5624931036 11/23	11/23	\$ 93.25
63826	2214 - GAMBOA, MARK	\$ 1,411.00			
			Refund/Recycling Deposit/Hauler Fee/CDD-23-11	Rfd 10/27/23	\$ 1,411.00
63827	119018 - GOLDEN STATE WATER COMPANY	\$ 62,737.05			
			Svc/Athletic Fields 9/23	9/23(H)	\$ 6,711.84
			Svc/Civic Center 9/23	9/23(G)	\$ 4,857.04
			Svc/Community Center 9/23	9/23(D)	\$ 43.30
			Svc/Lexington Park 9/23	9/23(J)	\$ 2,232.81
			Svc/Maint Yard Landscaping 9/23	9/23(F)	\$ 580.15
			Svc/Parks Landscaping 9/23	9/23(I)	\$ 23,929.94
			Svc/Parkway Maint 10/23	10/23(A)	\$ 21,203.99
			Svc/Sr Center 9/23	9/23(E)	\$ 95.72
			Svc/Stanton Channel Berm 9/23	9/23(C)	\$ 2,427.66
			Svc/Storm Drain 10/23	10/23	\$ 654.60
63828	123002 - GRAINGER	\$ 20.56			
			Replace/Pressure Relief Valve/Unit #603	9866910772	\$ 20.56

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63829	110049 - GREAT SCOTT TREE SERVICE INC	\$ 56,879.50	Emergency Svc/Trim Tree(1) 9/18	50780	\$ 345.00
			Svc/Clean Up/Trim/Nature Park 9/8	50683	\$ 5,865.00
			Svc/Remove Trees Stump(1) 9/27	50973	\$ 950.00
			Svc/Trim Trees(103) 9/26	50872	\$ 5,545.50
			Svc/Trim Trees(114) 9/27	50974	\$ 3,815.00
			Svc/Trim Trees(180) 9/8	50684	\$ 8,745.00
			Svc/Trim Trees(2) 9/14	50778	\$ 805.00
			Svc/Trim Trees(2)/Willow Park 9/22	50841	\$ 230.00
			Svc/Trim Trees(23) 10/9	51063	\$ 1,003.25
			Svc/Trim Trees(3) 10/6	50977	\$ 184.00
			Svc/Trim Trees(3) 9/22	50842	\$ 1,380.00
			Svc/Trim Trees(30) 10/6	51060	\$ 961.75
			Svc/Trim Trees(31) 9/25	50868	\$ 1,932.00
			Svc/Trim Trees(44) 10/3	50976	\$ 1,707.00
			Svc/Trim Trees(58) 10/10	51074	\$ 2,354.50
			Svc/Trim Trees(67) 9/15	50779	\$ 3,714.50
			Svc/Trim Trees(68) 9/14	50777	\$ 2,615.75
			Svc/Trim Trees(71) 10/12	51101	\$ 3,680.00
			Svc/Trim Trees(85) 9/13	50776	\$ 1,936.75
			Svc/Trim Trees(88) 10/5	50985	\$ 4,636.50
			Svc/Trim Trees(92) 10/2	50975	\$ 4,473.00
63830	1464 - HANLEY CHESS ACADEMY	\$ 1,852.50	Instruct/Chess 9/12-10/24	10/24/23	\$ 1,852.50
63831	103008 - HARTZOG & CRABILL	\$ 2,700.00	Svc/Monitor Traffic Signals 9/23	23-0903	\$ 2,700.00
63832	110735 - HOIST SERVICE INC	\$ 375.00	Inspect/Hoists(3)/Maint Yard 9/27	17125	\$ 375.00
63833	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 2,926.24	Supplies/Maint 9/23	10/27/23	\$ 2,926.24
63834	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 356.84	Keys(2)/Sr Center 10/3	6284499	\$ 8.56
			Supplies/2023 5K Run/Walk 9/20	9054048	\$ 264.49
			Supplies/Facility Operations/Comm Center 10/3	6525474	\$ 64.05
			Supplies/Youth Activities 10/3	6525475	\$ 19.74
63835	100604 - INSTITUTE OF TRANSPORTATION ENGINEERS - IT	\$ 345.00	Dues/Institute of Transportation Engineers/DC 2024	Dues/DC 2024	\$ 345.00
63836	101547 - JIMNI SYSTEMS	\$ 5,250.00	Svc/Annual Inspections/PS #1, 2, 3, 5 & 6 9/28	36673	\$ 5,250.00
63837	125450 - KMBS USA INC KONICA MINOLTA	\$ 15,420.81	Copier Maint/Print Shop 7/1/23-9/30/23	9009577076	\$ 1,846.46
			Copier(1)/East Wing 12/30/22	51372713	\$ 13,574.35

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63838	2211 - KNIGHT LEADERSHIP SOLUTIONS LLC MARIE KNIGHT	\$ 6,000.00	Svc/Strategic Planning Facilitation 9/14	322	\$ 6,000.00
63839	7 - LACAL EQUIPMENT, INC	\$ 643.18	Cylinder(1)/Hose Assemblies(2)/Misc	0398822IN	\$ 643.18
63840	1269 - LANCE, SOLL & LUNGARD, LLP-LSL	\$ 29,519.00	Svc/Annual Financial Statement Preparation 2022-23	58870(A)	\$ 6,750.00
			Svc/Financial Audit FYE 6/30/23	58870	\$ 22,769.00
63841	112006 - LEAGUE OF CALIF CITIES	\$ 30.00	Reg/League of CA Cities Conference Reception/DB 9/21	2175	\$ 30.00
63842	122069 - LIEBERT CASSIDY WHITMORE	\$ 3,638.50	Legal Svc/HR Matter #CY020-00001 9/23	253198	\$ 117.00
			Legal Svc/HR Matter #CY020-00041 9/23	252288	\$ 3,521.50
63843	933 - LSA ASSOCIATES, INC	\$ 4,866.25	Consult/Mitigated Negative Declaration/Business Park 9/23	190499	\$ 486.00
			Consult/Mitigated Negative Declaration/Warehouse Project 9/23	190356	\$ 4,380.25
63844	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	\$ 7,218.55	PD Foil Seals(500)/PACE 10/11	95173	\$ 357.03
			Shirts(805)/2023 5K Run/Walk 10/5	97114	\$ 6,861.52
63845	111271 - MAR-CO EQUIPMENT CO	\$ 362.03	Replace/Air Sensor/Sweeper Unit #138	196736	\$ 153.33
			Replace/Clevis Pin & Rue Lock/Sweeper Unit #137	196803	\$ 208.70
63846	1947 - MICHAEL BALLIET CONSULTING, LLC	\$ 20,713.75	Consult/Solid Waste Program 7/1-8/31	1383-22-23-8	\$ 11,791.25
			Consult/Solid Waste Program 9/23	1383-22-23-9	\$ 8,922.50
63847	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 28,301.25	Design/Arnold Cypress Park Rehab 8/23	0083011	\$ 28,301.25
63848	354 - MILLS COLLISION CENTER	\$ 12,237.46	Repair/Front End Body/Unit #610	10280	\$ 12,237.46
63849	446 - MUIRHEAD, SCOTT D.-TIME MANAGEMENT	\$ 3,092.44	Svc/Race Timing/Registration/2023 5K Run/Walk 10/7	8107	\$ 3,092.44
63850	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 30.00	Rent/Propane Tank 9/1/23-11/30/23	208125	\$ 30.00
63851	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 755.16	Brake Rotors(4)/Disc Brake Pads(3)/Misc 10/13	444656	\$ 755.16
63852	985 - NATIONAL AUTO FLEET GROUP	\$ 658.50	Programmed Key Fobs(3)/Unit #675, 676 & 677	CYP3MALIBU	\$ 658.50
63853	672 - O'REILLY AUTO PARTS	\$ 654.25	Motor Oil(30 Qts)/Sweepers 10/13	3078-440651	\$ 245.61
			Pry Bars(5)/Refrigerant(1)/Tire Lube(1) 10/13	3078-440651(B)	\$ 92.53
			Replace/Starter/Oil Filter/Sewer Truck Unit #152	3078-440651(A)	\$ 316.11
63854	129575 - PARKHOUSE TIRE INC	\$ 861.19	Sweeper Tires(2) 9/6	1020273924	\$ 861.19

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63855	937 - PET WASTE ELIMINATOR	\$ 985.57	Pet Waste Dispenser Kits(3) 10/16	43271550	\$ 985.57
63856	100379 - POPE, MARIE	\$ 1,281.60	Reimb/Public Safety Peer Support Assoc Conference 10/17-10/20	Reimb 10/27/23	\$ 1,281.60
63857	484 - QUADIENT LEASING USA, INC-MAILFINANCE INC-HASLER	\$ 244.73	Lease/Postage Meter 8/1-10/31	Q1000426	\$ 244.73
63858	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	\$ 282.75	Instruct/Reading & Math Development 10/2-10/18	10/18/23	\$ 282.75
63859	2297 - REVENUE & COST SPECIALISTS, LLC	\$ 4,550.00	Svc/Prepare Cost Allocation Plan/Right-of-Way 9/23	9165	\$ 4,550.00
63860	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 1,300.00	Consult/Affordable Housing/Citrus Square Senior Community 9/23	I010918	\$ 1,300.00
63861	2031 - SDI PRESENCE LLC	\$ 2,385.70	W/C Svc/Monitor IT/CAD System 9/23	14003	\$ 2,385.70
63862	119016 - SO CAL EDISON	\$ 8,308.47	700351486618 Svc/Willow Park 9/23	9/23(D)	\$ 470.33
			700564248438 Svc/Traffic Signals 9/23	9/23(E)	\$ 2,785.27
			700710877173 - Svc/Lexington Park 10/23	10/23	\$ 5,052.87
63863	119017 - SO CAL GAS CO	\$ 99.31	08131074000 Svc/Storm Drain 10/23	10/23(B)	\$ 24.05
			14011061398 Svc/Storm Drain 10/23	10/23(A)	\$ 37.63
			16111070716 Svc/Storm Drain 10/23	10/23	\$ 37.63
63864	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	\$ 1,170.17	Fee/Emissions/Generator/Maint Yard 2023-24	4247133	\$ 504.91
			Fee/Emissions/Propane Tank 2023-24	4247133(A)	\$ 504.91
			Fee/Equipment Emissions/Maint Yard 2023-24	4248454	\$ 160.35
63865	1027 - SOUTHERN CALIFORNIA BARRICADES-COAST HILLS INC	\$ 628.00	Svc/Traffic Control/Street Closure/2023 5K Run/Walk 10/7	23-2442	\$ 628.00
63866	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 6,554.39	Pub Notice/Arnold Cypress Park Rehab/Project #308	11622708	\$ 3,224.64
			Pub Notice/Bids/Parking Lot Resurfacing/Project #363	11621430	\$ 2,514.80
			Pub Notice/Proposals/Ballot Measure Community Education	11625691	\$ 814.95
63867	125888 - SPARKLETTS	\$ 289.69	Comm Center Bottled Water 9/23	4104724 9/23	\$ 39.90
			Maint Bottled Water 9/23	4106666 9/23	\$ 106.15
			PD Bottled Water 9/23	4104648 9/23	\$ 127.68
			Sr Center Bottled Water 9/23	4104716 9/23	\$ 15.96
63868	2341 - STOP HUMAN TRAFFICKING NOW LLC	\$ 690.00	PD Reg/Human Trafficking for Law Enforcement(6) 11/14-11/16	PD Reg 11/14-16	\$ 690.00
63869	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,190.00	PD Svc/Employee Counseling 10/23	88539	\$ 1,000.00
			W/C Svc/Employee Counseling 9/23	88496	\$ 190.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63870	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	\$ 352.00			
			PD Badge Patches(200) 10/20	43749	\$ 352.00
63871	105052 - TOPAZ ALARM CORP.	\$ 420.00			
			Monitor Pump 10/23	142369	\$ 105.00
			Monitor Pump 7/23	141768	\$ 105.00
			Monitor Pump 8/23	141976	\$ 105.00
			Monitor Pump 9/23	142181	\$ 105.00
63872	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 99.25			
			Svc/DigAlert Tickets 9/23	920230211	\$ 99.25
63873	129595 - VERIZON WIRELESS - CA	\$ 80.27			
			Cell Svc/Rec 10/23	10/23	\$ 80.27
63874	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 208.46			
			Offsite Records Storage/Retrieval 10/23	3787918LAX1	\$ 208.46
63875	112149 - WESTERN EXTERMINATOR COMPANY	\$ 460.00			
			Svc/Pest Control/Citywide 9/23	311456C	\$ 460.00
63876	1962 - WEX HEALTH INC-WEX	\$ 86.25			
			Admin Fee/FSA 9/23	0001821587IN	\$ 86.25
63877	2044 - YOUTH EVOLUTION ACTIVITIES	\$ 867.75			
			Instruct/Youth Basketball 9/7-9/28	9/28/23	\$ 867.75
63878	0 - BELTRAN, VERINICA	\$ 100.00			
			Refund/Facility Deposit/Contract #8044	Rfd 10/27/23	\$ 100.00
63879	0 - BRADLEY, TROY	\$ 300.00			
			Refund/Facility Deposit/Contract #6315	Rfd 10/27/23	\$ 300.00
63880	0 - LOPEZ JR, JOSE LUIS	\$ 500.00			
			Refund/Recycling Deposit/5901 Lemon Ave/CDD-23-276	Rfd 10/27/23	\$ 500.00
63881	0 - ROMERO, JOSE	\$ 500.00			
			Refund/Recycling Deposit/4542 Victoria Ct/CDD-23-251	Rfd 10/27/23	\$ 500.00
63882	0 - SIERRA ROOF INC	\$ 500.00			
			Refund/Recycling Deposit/10442 Pompano Ct/CDD-23-118	Rfd 10/27/23	\$ 500.00
63883	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
63884	2171 - CENTENO, TIFFINY	\$ 24.00			
			Meals/Patrol Rifle Course 12/22-12/23	Reimb 1/6/23	\$ 24.00
63885	0 - KNIGHTS OF COLUMBUS	\$ 50.00			
			Refund/Temporary Use Permit	Rfd 2/17/23	\$ 50.00
63886	0 - LEE, JOHN	\$ 150.00			
			Refund/Facility Deposit/Contract #6833	Rfd 3/31/23	\$ 150.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63887	945 - 4ALL PROMOS, LLC	\$ 315.17			
			PD Imprinted Keychains(250)/Community Promotions 10/23	1391237	\$ 315.17
63888	1570 - ADVANTAGE MAILING, LLC	\$ 433.16			
			Svc/Print/Brochures(250)/ Women's Conference 10/23	193554	\$ 433.16
63889	270 - AITHAL, DARSHINI	\$ 258.05			
			Instruct/Chair Yoga 10/3-10/31	10/31/23	\$ 141.05
			Instruct/Flow Yoga 10/2-10/30	10/30/23	\$ 117.00
63890	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 14,918.70			
			Crossing Guard Svcs(27 Hrs)/Orange & Grindlay 10/1-10/14	88486(A)	\$ 650.43
			Crossing Guard Svcs(592.29 Hrs) 10/1-10-14	88486	\$ 14,268.27
63891	110860 - AT&T	\$ 2,587.33			
			Cell Svc/Maint 10/23	10/23(B)	\$ 53.59
			Cell Svc/PD 10/23	10/23(D)	\$ 236.51
			PD Svc/Mobile Data 10/23	10/23(F)	\$ 2,101.10
			Svc/Planning iPads 10/23	10/23(E)	\$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 10/23	10/23(C)	\$ 129.69
63892	110860 - AT&T	\$ 1.72			
			East Wing Fax Line 10/23	10/23(G)	\$ 1.72
63893	252 - AUTO ZONE, INC	\$ 214.93			
			Strut Mounts(3) 10/27	5521080674	\$ 214.93
63894	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 974.70			
			Insurance/Dental & Vision/West Comm 11/23	BOBMTH	\$ 974.70
63895	1011 - BIT DIRECT INC	\$ 5,643.00			
			Software Licenses(165)/Email Security 11/12/23-11/11/24	5032325	\$ 5,643.00
63896	2205 - BP FORD OF LONG BEACH	\$ 388.30			
			Replace/Exhaust Pipe/Unit #612	208095FOW	\$ 388.30
63897	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 6,831.76			
			Svc/Landscape/Lexington Park 10/23	8675217	\$ 6,831.76
63898	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 637.30			
			Blood/Alcohol Test(1) 7/23	2323	\$ 127.46
			Blood/Alcohol Test(1) 8/23	2351	\$ 127.46
			Blood/Alcohol Tests(3) 9/23	2377	\$ 382.38
63899	111882 - CALIFORNIA YELLOW CAB CORP	\$ 6,300.00			
			Sr Center/Nutrition Program 9/23	9503023	\$ 2,280.00
			Taxi Vouchers/Sr Center 9/23	9501023	\$ 4,020.00
63900	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 1,928.40			
			Consult/Modernization & Integration/Business Park 9/23	0049824	\$ 1,928.40
63901	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,594.96			
			Svc/Internet Access 10/15-11/14	10/15-11/14/23	\$ 1,594.96
63902	2346 - CITY OF WHITTIER	\$ 100.00			
			Reg/Concert Share/AC & SG & TB & VB 1/18	Reg 1/18/24	\$ 100.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63903	110067 - COMLINK LASER CARE	\$ 390.98	PD Toners(3) 10/23	75383	\$ 390.98
63904	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 5,000.00	Svc/Recreation Strategic Communication Support 9/23	2310-580	\$ 5,000.00
63905	1617 - CONTROL AIR ENTERPRISES LLC	\$ 630.10	Replace/HVAC Thermostat/Community Center 10/6	3085328	\$ 630.10
63906	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 22,655.75	PD Svc/OCSD Comm Charges/800 MHz Radio 10/1/23-12/31/23	STCS002271	\$ 22,655.75
63907	1622 - DANIELS TIRE SERVICE, INC	\$ 889.27	Vehicle Tires(7) 10/16	200487035	\$ 889.27
63908	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 25.00	Fee/Charitable Trust/Cypress Rec & Comm Svc Foundation 2022-23	2022-23	\$ 25.00
63909	109280 - DIAL PRINTING-HMS INDUSTRIES INC	\$ 3,351.03	Svc/Print/Parking Violation Ticket Books(10K Sets) 10/18	22521	\$ 3,351.03
63910	1296 - EDCO CNG	\$ 2,535.14	Natural Gas(335.95 Gls)/Sweepers(2) 9/16-9/30	1006023-6	\$ 1,081.76
			Natural Gas(451.36 Gls)/Sweepers(2)/Sewer Truck(1) 10/1-10/15	1026023-6	\$ 1,453.38
63911	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 351.89	PD Exam Gloves(3K) 10/20	6158762	\$ 351.89
63912	104530 - EXPERIAN	\$ 77.72	PD Credit Reports 10/23	CD-2407003200	\$ 77.72
63913	2132 - FERGUSON ENTERPRISES LLC	\$ 391.37	Irrigation Tees(2)/Pipe Fitting(1)/Misc 10/25	3065295	\$ 234.65
			Pipe Fitting(1) 10/25	3065332	\$ 48.56
			Propane Self Light Torch(1) 10/25	3065295(A)	\$ 108.16
63914	128584 - FRED GUYS AUTO BODY & PAINT	\$ 1,790.74	Repair/Front End Body/Unit #605	R018962	\$ 1,790.74
63915	1115 - FRONTIER	\$ 60.78	7148996947 - Phone Svc/Sewers 11/23	11/23(A)	\$ 60.78
63916	119018 - GOLDEN STATE WATER COMPANY	\$ 1,418.37	Svc/Parkway Maint 10/23	10/23(B)	\$ 1,418.37
63917	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 2,780.00	Svc/Video Stream/Council Meetings 10/23	172341	\$ 695.00
			Svc/Video Stream/Council Meetings 7/23	168262	\$ 695.00
			Svc/Video Stream/Council Meetings 8/23	169361	\$ 695.00
			Svc/Video Stream/Council Meetings 9/23	170272	\$ 695.00
63918	110049 - GREAT SCOTT TREE SERVICE INC	\$ 1,980.00	Emergency Svc/Remove Tree(1)/Stanton Channel Berm 10/10	51203	\$ 1,980.00
63919	1171 - HDL COREN & CONE	\$ 3,556.25	Svc/Property Tax Auditing 10/1/23-12/31/23	SIN032822	\$ 3,556.25

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63920	103024 - JHM & CARSON SUPPLY	\$ 909.60			
			Electric Valves(5)/Diaphragm Kit(1)/Misc	91347/3	\$ 537.56
			PVC Pipe (60 Ft)/Bushing(1)/Misc 10/20	91247/3	\$ 372.04
63921	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 786.96			
			PD Copier Paper(81 Rms) 10/20	11443278	\$ 786.96
63922	37 - KIDZ LOVE SOCCER-NORTH AMER YOUTH ACTIVITIES, LLC	\$ 1,001.00			
			Instruct/Soccer 9/16-10/28	10/28/23	\$ 1,001.00
63923	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	\$ 281.78			
			PD Ballistic Vest Carrier(1)/COLivas 10/16	INV756437	\$ 281.78
63924	2339 - LEADS ONLINE PARENT LLC	\$ 3,085.00			
			PD Software Maint/Cell Phone Call Detail Record 12/2/23-12/14/24	407817	\$ 3,085.00
63925	2277 - LISA WISE CONSULTING, INC	\$ 5,582.50			
			Svc/Inclusionary Housing Feasibility Study 9/23	4650	\$ 5,582.50
63926	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 1,078.58			
			PD Repair/6K Mile Tune Up/Motor Unit #658	47962	\$ 1,078.58
63927	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	\$ 319.09			
			Woman of the Year Award(1)/Presenter Gifts(5)/Women's Conf 10/18	93717	\$ 319.09
63928	130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER	\$ 189.42			
			Replace/Seat Cushion/Sweeper Unit #137	XA211073323:01	\$ 189.42
63929	933 - LSA ASSOCIATES, INC	\$ 5,305.75			
			Consult/Housing Element/Enviro Impact Report 9/23	190498	\$ 5,305.75
63930	110781 - MARQUEZ, JULIE	\$ 210.60			
			Reimb/Cookies(36)/PD Community Academy Graduation 10/25	Reimb 11/9/23	\$ 210.60
63931	460 - MASTER LANDSCAPE & MAINTENANCE, INC	\$ 3,224.60			
			Retention/Tree Planting	102355-32	\$ 3,224.60
63932	109214 - MEALS ON WHEELS ORANGE COUNTY-SENIORSERV INC	\$ 9,000.00			
			Senior Nutrition Program 7/1/23-6/30/24	2023-24	\$ 9,000.00
63933	80 - MORRIS, LETICIA	\$ 280.50			
			Instruct/Zumba 10/7-10/28	10/28/23	\$ 183.00
			Instruct/Zumba Gold 10/5-10/26	10/26/23	\$ 97.50
63934	108944 - OFFICE DEPOT	\$ 590.59			
			Supplies/Citywide 10/23	11/9/23	\$ 590.59
63935	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 17,487.98			
			Sewer Connect Fees 10/23	10/23	\$ 17,487.98
63936	129575 - PARKHOUSE TIRE INC	\$ 861.19			
			Sweeper Tires(2) 10/3	1020275002	\$ 861.19
63937	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 3,500.00			
			Postage/City & Recreation Newsletter 12/23	11/9/23	\$ 3,500.00
63938	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 397.07			
			First Aid(1) 7/26	3977061291883	\$ 265.79
			First Aid(1) 8/2	3977061292610	\$ 131.28

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63939	130328 - SHOETERIA	\$ 247.28			
			Safety Shoes(1)/MARaya 10/15	0056549IN	\$ 247.28
63940	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 2,787.85			
			Instruct/Basketball 9/15-11/3	11/3/23	\$ 2,787.85
63941	119051 - SMART & FINAL (REC & PARKS)	\$ 366.51			
			Credit/Supplies/State of the City 10/13	3565620013401B	\$ (22.80)
			Food/2023 Festival 10/4	3565620022903	\$ 165.96
			Food/Playground/Kids Night Out 10/20	3565620009601	\$ 30.26
			Food/Volunteers/2023 5K Run/Walk 10/2	3565620020201	\$ 31.98
			Supplies/2023 5K Run/Walk 10/2	3565620020301A	\$ 69.54
			Supplies/Playground 10/4	3565620022903A	\$ 13.99
			Supplies/Playground/Kids Night Out 10/20	3565620009701	\$ 20.02
			Supplies/State of the City 10/13	3565620013401A	\$ 57.56
63942	119016 - SO CAL EDISON	\$ 22.84			
			700134894611 - Svc/Traffic Signal 10/23	10/23(A)	\$ 22.84
63943	119017 - SO CAL GAS CO	\$ 559.71			
			00840909006 Svc/Comm Center 10/23	10/23(D)	\$ 161.57
			12600890003 Svc/Maint Yard 10/23	10/23(C)	\$ 79.92
			13230923008 Svc/Storm Drain 10/23	10/23(G)	\$ 19.10
			18690942000 Svc/Sr Center 10/23	10/23(F)	\$ 172.77
			19530910009 Svc/City Hall 10/23	10/23(E)	\$ 126.35
63944	543 - SORVILLO, BRYAN	\$ 8,281.00			
			Instruct/Group Tennis 10/9-11/10	11/10/23	\$ 8,281.00
63945	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00			
			PD Svc/Shredding 10/23	238803	\$ 65.00
63946	1241 - SPECTRUM SECURITY GROUP LLC	\$ 65.55			
			Keys(4)/HR File Room 10/25	R16081	\$ 65.55
63947	116238 - STAPLES BUSINESS ADVANTAGE	\$ 612.89			
			Supplies/Citywide 10/23	11/9/23	\$ 612.89
63948	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 496.57			
			PD Safety Gear/CShockey	10927	\$ 496.57
63949	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 1,500.00			
			Svc/Hydro Jet/Civic Center Green/2023 5K Run/Walk 10/6	59992	\$ 750.00
			Svc/Hydro Jet/Oak Knoll Park/2023 Festival 10/6	59993	\$ 750.00
63950	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 225.00			
			PD Svc/Polygraphs(1) 8/28	CYPD-2023-08A2	\$ 225.00
63951	1139 - UNIFIRST CORP	\$ 593.19			
			Uniforms/Mats/Mops/Towels 10/23	10/23	\$ 593.19

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63952	100308 - UNITED MAINTENANCE SYSTEMS	\$ 20,154.00			
			Svc/Janitorial/Citywide 10/23	15614	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 10/23	15616	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 10/23	15615	\$ 6,100.50
			Svc/Weekend Enhanced Cleaning 10/23	15617	\$ 787.00
63953	1992 - VOORHEES, RONDA	\$ 582.40			
			Instruct/Piano 10/12-11/2	11/2/23	\$ 582.40
63954	1993 - WATANABE , BRYCE I	\$ 1,398.80			
			Instruct/Karate 10/9-11/1	11/1/23	\$ 1,398.80
63955	127591 - WEST COAST SAND & GRAVEL	\$ 498.30			
			Sandbag Sand(24.34 Tons) 10/23	666666	\$ 498.30
63956	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 318.50			
			Instruct/Volleyball 10/8-10/29	10/29/23	\$ 318.50
63957	423 - YORBA REGIONAL ANIMAL HOSPITAL	\$ 445.06			
			PD Vet Svc/Bono 10/23	5438660813	\$ 445.06
63958	2273 - YOUNG REMBRANDTS NORTH ORANGE COUNTY BI DAN YU	\$ 786.50			
			Instruct/Youth Drawing 10/3-10/31	10/31/23	\$ 786.50
63959	1974 - YUNEX LLC	\$ 189.07			
			Svc/Street Light Survey 8/23	90000580	\$ 189.07
63960	0 - CASTILLAS, JESSE	\$ 10.00			
			Refund/Citation #CP476884	Rfd 11/9/23	\$ 10.00
63961	0 - COMMUNITY OF THE WORD	\$ 300.00			
			Refund/Facility Deposit/Contract #7994	Rfd 11/9/23	\$ 300.00
63962	0 - HUYNH, DEREK	\$ 300.00			
			Refund/Facility Deposit/Contract #8025	Rfd 11/9/23	\$ 300.00
63963	0 - KIRWIN, OLIVIA	\$ 40.00			
			Refund/Citation #CP475886	Rfd 11/9/23	\$ 40.00
63964	0 - LASKY CABRERA, TESSIE	\$ 40.00			
			Refund/Citation #CP475222	Rfd 11/9/23	\$ 40.00
63965	0 - MENDOZA, TIANE	\$ 300.00			
			Refund/Facility Deposit/Contract #7721	Rfd 11/9/23	\$ 300.00
63966	0 - PENA, MELISSA	\$ 300.00			
			Refund/Facility Deposit/Contract #7975	Rfd 11/9/23	\$ 300.00
63967	0 - SMITH, KRYSTINA	\$ 100.00			
			Refund/Facility Deposit/Contract #8039	Rfd 11/9/23	\$ 100.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63968	129018 - A TO Z FIRE PROTECTION CO.	\$ 1,752.00			
			Svc/Recertify Fire Extinguishers(12)/PD 10/24	I231024950	\$ 150.00
			Svc/Recertify Fire Extinguishers(14)/City Hall 10/24	I231024955	\$ 129.00
			Svc/Recertify Fire Extinguishers(39)/PD Vehicles 10/24	I231024949	\$ 621.00
			Svc/Recertify Fire Extinguishers(4)/Library 10/24	I231024957	\$ 32.00
			Svc/Recertify Fire Extinguishers(4)/Pump Stations 10/24	I231024953	\$ 32.00
			Svc/Recertify Fire Extinguishers(58)/Maint Vehicles 10/24	I231024951	\$ 740.00
			Svc/Recertify Fire Extinguishers(6)/Council Chambers 10/24	I231024956	\$ 48.00
63969	270 - AITHAL, DARSHINI	\$ 34.10			
			Instruct/Yoga 10/4-11/1	11/1/23	\$ 34.10
63970	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 16,308.93			
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 10/15-10/28	88889(A)	\$ 722.70
			Crossing Guard Svcs(647 Hrs) 10/15-10/28	88889	\$ 15,586.23
63971	1403 - ALL STAR ELITE SPORTS	\$ 1,919.57			
			Youth Jerseys(160)/Coach Shirts(27)/Basketball 11/4	3859	\$ 1,919.57
63972	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 26,528.00			
			Inspect/Various Non-CIP Engineering Permits 10/23	143054	\$ 24,928.00
			Svc/City Engineer 10/23	142863	\$ 1,600.00
63973	110860 - AT&T	\$ 824.23			
			Svc/Internet 10/23	20761918	\$ 824.23
63974	110860 - AT&T	\$ 4.41			
			2481347232-Admin Phone Svc 11/23	11/23	\$ 4.41
63975	110860 - AT&T	\$ 4,301.09			
			9391033694-PW Phone Svc 10/23	10/23(I)	\$ 154.88
			9391033695-Civic Center Phone Svc 10/23	10/23(H)	\$ 30.90
			9391033698-PW Phone Svc 10/23	10/23(J)	\$ 31.56
			Phone Svc/Multi-Line 10/13-11/12	10/13-11/12/23	\$ 4,083.75
63976	252 - AUTO ZONE, INC	\$ 246.45			
			Repair/Tensioner/Relay/Unit #618	5521088585	\$ 103.08
			Windshield Wiper Fluid(4 Gls)/Hand Cleaner(1 Can)/Misc 11/9	5521095174	\$ 49.89
			Wiper Blades(4)/Windshield Wiper Fluid(4 Gls) 11/1	5521087831	\$ 93.48
63977	122652 - AVENU MUNISERVICES MUNISERVICES, LLC	\$ 1,210.88			
			Svc/Sales Tax Audit Report Service QE 6/30/23	INV06-017573	\$ 750.00
			Svc/Tax Audit QE 6/30/23	INV06-017493	\$ 460.88
63978	630 - BATTERY SYSTEMS INC	\$ 311.66			
			Vehicle Batteries(2)/Sweeper Unit #138	34631106231143	\$ 311.66
63979	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,760.84			
			Insurance/Life/LTD/STD/Optional 12/23	13629	\$ 9,760.84
63980	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 2,331.10			
			Insurance/Vision Claims/City & Dist & West Comm 10/23	BOBPHX	\$ 1,952.02
			Insurance/Vision Retro Claims/City & Dist & West Comm 3/22-9/23	BOBPHX(A)	\$ 379.08

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63981	2197 - BHAGAT, NISHA	\$ 236.00	Reimb/Public Records Act 11/6-11/7	Reimb 11/22/23	\$ 236.00
63982	2205 - BP FORD OF LONG BEACH	\$ 2,256.71	Motor Mount(1) 11/13	204767-1FOW	\$ 101.87
			Repair/Steering Controls/Unit #605	FOCB708855	\$ 987.32
			Repair/Steering Module/Unit #604	FOCB709204	\$ 983.89
			Throttle Bodies(2) 11/1	207067FOW	\$ 183.63
63983	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 32,801.90	Svc/Landscape/Citywide 11/23	8658502	\$ 32,801.90
63984	2143 - BUCHALTER, A PROFESSIONAL CORPORATION	\$ 52,490.64	Litigation Svc/CA Voting Rights Act Challenge 8/23	1238684	\$ 24,833.78
			Litigation Svc/CA Voting Rights Act Challenge 9/23	1244355	\$ 27,656.86
63985	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 509.84	PD Blood/Breath Tests(4) 10/23	2402	\$ 509.84
63986	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 1,550.00	Svc/Restroom & Tennis Court Lockup 10/23	3604-155	\$ 1,550.00
63987	526 - CANINE TACTICAL OPERATIONS AND CONSULTING	\$ 1,300.00	PD Reg/SKIDDS/CATS K9 Course/CM & TM 1/10-1/12	PD Reg 1/10-1/12	\$ 1,300.00
63988	1998 - CEJA, SAUL	\$ 24.00	Meals/Mental Health Intervention 9/18-9/19	Reimb 11/22/23	\$ 24.00
63989	123012 - CHARLES ABBOTT ASSOCIATES	\$ 13,526.25	Final/Svc/Plan Check/Arnold Cypress Park Rehab 8/23	66293	\$ 2,006.25
			Svc/Fats, Oil & Grease/NPDES Inspections 10/23	66581	\$ 11,520.00
63990	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,425.53	Svc/Cable TV 11/10-12/9	0079111111023	\$ 139.78
			W/C CAD/RMS Ethernet Connection 11/4-12/3	0026082110523	\$ 1,285.75
63991	110067 - COMLINK LASER CARE	\$ 205.49	PD Toner(1) 11/3	75401	\$ 115.95
			PD Toner(4) 11/2	75400	\$ 89.54
63992	122872 - COPWARE, INC	\$ 1,725.00	PD Sub/Legal Sourcebook 2024	86626	\$ 1,725.00
63993	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76	Offsite Data Storage 10/23	DS1306808	\$ 154.76
63994	115003 - COUNTY OF ORANGE	\$ 135,004.96	Parking Violations 10/23	10/23	\$ 5,688.50
			PD Svc/Automated Fingerprint Identification System 11/23	SH66851	\$ 1,807.00
			Svc/Animal Care 7/1/23-9/30/23	AC2490016	\$ 127,509.46
63995	542 - CPS HR CONSULTING-COOPERATIVE PERSONNEL SERVICES	\$ 740.75	Credit/Skills Assessment Tests(41)/Maint Worker 9/24/21	TRRTN43612	\$ (70.00)
			Skills Assessment Tests(41)/Maint Worker 10/30	TRINV003264	\$ 810.75
63996	2279 - CSG CONSULTANTS, INC	\$ 682.50	Svc/Building, Safety & Fire Code Support 8/26-9/29	53427	\$ 682.50

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63997	110774 - CSULB FOUNDATION	\$ 182.00			
			PD Reg/Mental Health Decision Making/YS 12/7	PD Reg 12/7	\$ 182.00
63998	1622 - DANIELS TIRE SERVICE, INC	\$ 468.13			
			Vehicle Tires(4) 10/19	200487390	\$ 468.13
63999	116854 - DATA TICKET INC-MSB	\$ 1,316.45			
			Parking Citation Processing 10/23	157991	\$ 1,316.45
64000	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 32.00			
			W/C Svc/Fingerprints(1) 10/23	694211	\$ 32.00
64001	100501 - ECS IMAGING INC	\$ 1,885.00			
			Software Maint/Laserfische 7/1/23-6/30/24	18270	\$ 1,885.00
64002	1296 - EDCO CNG	\$ 2,094.64			
			Natural Gas(105.52 Gls)/Sewer Truck(1) 10/16-10/31	1102023-6(A)	\$ 339.77
			Natural Gas(544.99 Gls)/Sweepers(2) 10/16-10/31	1102023-6	\$ 1,754.87
64003	2231 - ELYSIAN ARTS & EVENTS, LLC KIMBERLY DOWNEY ESMOND	\$ 5,407.20			
			Instruct/Dance 9/5-11/2	11/2/23	\$ 5,407.20
64004	129120 - EMPLOYMENT DEVELOPMENT DEPT	\$ 1,355.00			
			Unemployment Insurance/City 7/1/23-9/30/23	94408853 7-9/23	\$ 1,355.00
64005	1488 - ENTERPRISE HOLDINGS INC	\$ 5,217.41			
			PD Rental Car(1) 8/24-10/4	34374510	\$ 1,770.08
			PD Rental Car(1) 8/30-9/29	34374510(A)	\$ 780.74
			PD Rental Car(1) 8/4-9/9	34102643	\$ 958.79
			PD Rental Car(1) 9/29-10/23	34374510(C)	\$ 761.65
			PD Rental Car(1) 9/9-10/12	34374510(B)	\$ 946.15
64006	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 344.43			
			PD Exam Gloves(3K) 11/14	6162084	\$ 344.43
64007	128584 - FRED GUYS AUTO BODY & PAINT	\$ 336.20			
			Replace/Front Bumper/Unit #618	018963	\$ 336.20
64008	1115 - FRONTIER	\$ 2,175.29			
			W/C Phone Svc/5627955413 11/23	11/23(B)	\$ 2,175.29
64009	2276 - GENESIS BUILDERS, INC K2 PAINTING	\$ 293,812.22			
			Construct/Sr Center Interior Improvements 10/23	407	\$ 293,812.22
64010	2006 - GHATTAS, NICHOLE	\$ 12.00			
			Meals/Mental Health Decision Making 10/5	Reimb 11/22/23	\$ 12.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64011	119018 - GOLDEN STATE WATER COMPANY	\$ 21,491.09			
			Svc/Athletic Fields 10/23	10/23(E)	\$ 78.86
			Svc/Civic Center 10/23	10/23(D)	\$ 4,242.97
			Svc/Community Center 10/23	10/23(I)	\$ 43.30
			Svc/Lexington Park 10/23	10/23(F)	\$ 2,085.89
			Svc/Maint Yard Landscaping 10/23	10/23(J)	\$ 527.10
			Svc/Parks Landscaping 10/23	10/23(G)	\$ 2,673.03
			Svc/Parkway Maint 10/23	10/23(K)	\$ 8,998.63
			Svc/Sr Center 10/23	10/23(H)	\$ 95.72
			Svc/Sr Center 9/23	9/23(K)	\$ 234.00
			Svc/Stanton Channel Berm 10/23	10/23(C)	\$ 2,511.59
64012	107013 - GOLDEN WEST COLLEGE-ADMISSIONS RECORDS	\$ 300.00			
			PD Facility Rental/Physical Agility Testing/Recruits 12/7	2023-AAGSLJ	\$ 120.00
			PD Facility Rental/Physical Agility Testing/Recruits 8/5	2023-AAGPFC	\$ 180.00
64013	1937 -GOVERNMENT TRAINING AGENCY	\$ 460.00			
			PD Reg/Online Court and Temporary Holding Facilities(4) 12/4	PD Reg 12/4	\$ 460.00
64014	108904 - GOVERNMENTJOBS.COM, INC	\$ 7,289.95			
			Sub/Applicant Tracking Service 11/28/23-11/27/24	INV-36618	\$ 7,289.95
64015	1133 -GRANICUS SWAGIT PRODUCTIONS	\$ 9,497.90			
			Software Maint/City Website 10/1/13-9/30/24	170847	\$ 9,497.90
64016	110049 - GREAT SCOTT TREE SERVICE INC	\$ 34,251.80			
			Emergency Svc/Trim Trees(4)/Pinewood Park 11/3	51349	\$ 920.00
			Svc/Remove Tree(1) 11/6	51353	\$ 690.00
			Svc/Remove Tree(1) 11/9	51391	\$ 805.00
			Svc/Trim Trees(340) 11/2	51307	\$ 24,779.00
			Svc/Trim Trees(53)/Peppertree Park 11/9	51390	\$ 7,057.80
64017	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	\$ 1,720.00			
			Svc/Waste Tracking System 10/23	4512	\$ 344.00
			Svc/Waste Tracking System 11/23	4567	\$ 344.00
			Svc/Waste Tracking System 7/23	4341	\$ 344.00
			Svc/Waste Tracking System 8/23	4404	\$ 344.00
			Svc/Waste Tracking System 9/23	4458	\$ 344.00
64018	2283 - GREENFIELD LANDSCAPING & MAINT INC	\$ 28,812.00			
			Install/Mulch(100 Tons)/Right of Way 10/23	L-3326	\$ 7,203.00
			Install/Mulch(100 Tons)/Right of Way 7/23	L-3323	\$ 7,203.00
			Install/Mulch(100 Tons)/Right of Way 8/23	L-3324	\$ 7,203.00
			Install/Mulch(100 Tons)/Right of Way 9/23	L-3325	\$ 7,203.00
64019	1965 - GREENFIELDS OUTDOOR FITNESS, INC	\$ 256.45			
			Arm Rests(2)/Hardware(12 Pc)/Exercise Equip/Lexington Park 11/14	S24831	\$ 256.45
64020	103008 - HARTZOG & CRABILL	\$ 1,822.50			
			Svc/Monitor Traffic Signals 10/23	23-1039	\$ 1,822.50

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64021	1814 - HORIZONS CONSTRUCTION COMPANY INTL., INC	\$ 544,052.33	Retention/Construct/Lexington Park	16-Ret	\$ 544,052.33
64022	102993 - ITERIS, INC	\$ 9,036.09	Final/Design/Traffic Signal Comm/Orangewood & Holder 9/23	163196	\$ 9,036.09
64023	103024 - JHM & CARSON SUPPLY	\$ 192.66	Electric Valve(1)/Conduit(1)/Misc/Manzanita Park 11/9	91797/3	\$ 183.61
			PVC Pipe(5 Pcs)/Bushing(1)/Coupler(1)/Manzanita Park 11/9	91808/3	\$ 9.05
64024	101547 - JIMNI SYSTEMS	\$ 7,711.63	Svc/Sewer Wet Well Cleaning/PS #5 10/26	36745	\$ 7,711.63
64025	2023 - KELLEY, JORDAN	\$ 162.00	Meals/Less Lethal Instructor Course 10/10-10/13	Reimb 11/22/23	\$ 162.00
64026	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	\$ 13.47	PD Outer Vest Carrier Nametape(1)/COLivas 10/23	INV758916	\$ 13.47
64027	1607 - LEMMON, BRADLEY	\$ 96.00	Meals/Traffic Collision Investigation-Advanced 10/16-10/26	Reimb 11/22/23	\$ 96.00
64028	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 1,340.68	Repair/6K Mile Svc/Tires(2)/Motor Unit #663	48026	\$ 1,340.68
64029	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	\$ 16.81	Name Plate(1)/ASallas 10/31	93819	\$ 16.81
64030	2234 - MAIN ELECTRIC SUPPLY COMPANY LLC	\$ 2,014.81	Final/Wire Conductors(1)/Lexington Park 8/31	9553432	\$ 2,014.81
64031	111271 - MAR-CO EQUIPMENT CO	\$ 2,562.83	Replace/Broom Camera(1)/Sweeper Unit #138	197171	\$ 531.28
			Replace/Fuel Injectors(8)/Sweeper Unit #138	197205	\$ 2,031.55
64032	200 - MELLANA, THOMAS	\$ 36.00	Meals/Field Training Program SAC 10/16-10/18	Reimb 11/22/23	\$ 36.00
64033	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 9,947.50	Design/Arnold Cypress Park Rehab 9/23	0083361	\$ 9,947.50
64034	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 25.00	PD Svc/Shooting Range(1)/SWAT 10/19	1880	\$ 25.00
64035	2288 - MODLITE SYTEMS POINT TO POINT CONSULTING INC	\$ 2,644.90	PD Rifle Flashlights(5) 11/13	107547	\$ 2,644.90
64036	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 142.74	Tire Patches(24)/Wiper Blades(2)/Misc 11/2	446167	\$ 142.74
64037	50 - NATIONAL UNION FIRE INSURANCE COMPANY	\$ 910.00	Accident Insurance/Volunteers 9/4/23-9/4/24	2023-24	\$ 910.00
64038	1565 - NEARMAP US INC	\$ 6,000.00	Sub/GIS Aerial Mapping(25 Licenses)/Engineering 11/1/23-10/31/24	INV01087893	\$ 6,000.00
64039	672 - O'REILLY AUTO PARTS	\$ 349.29	Air Filters(2)/Oil(4 Qts)/Oil Filters(4) 11/6	3078-444653	\$ 177.63
			Motor Oil(20 Qts)/Oil Filters(3) 11/8	3078-446020	\$ 130.89
			Oil Filters(8) 11/8	3078-446020(A)	\$ 40.77

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64040	112311 - OCTA - ORANGE COUNTY TRANSIT AUTHORITY	\$ 24,155.74			
			Shared Costs/Katella Ave Traffic Signal Synchronization	AR145667	\$ 24,155.74
64041	110745 -ORANGE COUNTY CITY MANAGERS ASSOC-OCCMA	\$ 325.00			
			Reg/OCCMA Holiday Lunch/PG & SS & AF & CD & AS 12/6	Reg 12/6/23	\$ 325.00
64042	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 487.50			
			Instruct/Pickleball 10/15-11/12	11/12/23	\$ 487.50
64043	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 2,686.00			
			DOT Test(4) 10/23	15079_85635(A)	\$ 340.00
			Pre-Place Physical(5)/City 10/23	15079_85635	\$ 2,346.00
64044	484 - QUADIENT LEASING USA, INC-MAILFINANCE INC-HASLER	\$ 267.16			
			Ink(1 Cartridge)/Meter Tapes(300)/Postage Meter 10/31	17209906	\$ 267.16
64045	1966 - REIHANIFAM, CHRISTOPHER	\$ 230.00			
			Meals/Basic Narcotic Course 10/16-10/20	Reimb 11/22/23	\$ 230.00
64046	2230 - RINGCENTRAL INC	\$ 1,073.51			
			Addl Software Maint(10 Licenses)/Phone System 10/12/23-5/10/24	CD_000692050	\$ 1,073.51
64047	106893 - SAFESHRED	\$ 40.00			
			W/C Svc/Shredding 10/24	346069	\$ 40.00
64048	130328 - SHOETERIA	\$ 247.28			
			Safety Shoes(1)/CHarpham 10/29	0057153IN	\$ 247.28
64049	1999 - SIRIGOS, ARTEMIOS	\$ 60.00			
			Meals/Traffic Collision Intermediate 10/16-10/20	Reimb 11/22/23	\$ 60.00
64050	108459 - SMART & FINAL-POLICE ACCT	\$ 368.04			
			Food/PD Community Academy 10/11	3563630034701	\$ 36.00
			Napkins(160)/PD Community Academy 10/6	3563630005701	\$ 10.75
			Paper Bags(600)/Property & Evidence 10/12	3563630009601	\$ 109.23
			PD Hot Cups(1K)/Breakroom 10/18	3563630004801	\$ 119.41
			Supplies/PD Breakroom 10/5	3563630018001	\$ 73.22
			Water Bottles(89)/Cypress Festival 10/6	3563630005802	\$ 19.43
64051	119016 - SO CAL EDISON	\$ 123,886.11			
			700351486618 Svc/Willow Park 10/23	10/23(C)	\$ 429.27
			700370018870 - Svc/Traffic Signal 10/23	10/23(D)	\$ 106.38
			700428641933 Svc/Mackay Park 10/23	10/23(B)	\$ 105.51
			700564248438 Svc/Traffic Signals 10/23	10/23(E)	\$ 2,859.40
			700710877173 - Svc/Lexington Park 11/23	11/23	\$ 3,421.58
			Svc/Citywide 9/12-11/8	9/12-11/8/23	\$ 116,963.97
64052	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 4,300.85			
			Pub Notice/Bids/Cerritos Ave Frontage Landscape/Project #320	0011627790	\$ 1,136.05
			Pub Notice/Bids/City Hall Restroom Improvements/Project #324	0011625633	\$ 948.69
			Pub Notice/Bids/Sewer System Evaluations/Project #355	0011627225	\$ 1,100.67
			Pub Notice/Bids/Sewer System Improvements/Project #354	0011625456	\$ 1,115.44

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64053	125888 - SPARKLETTTS	\$ 373.48			
			Comm Center Bottled Water 10/23	4104724 10/23	\$ 43.89
			Maint Bottled Water 10/23	4106666 10/23	\$ 118.12
			PD Bottled Water 10/23	4104648 10/23	\$ 131.67
			Print Shop Bottled Water 10/23	4105217 10/23	\$ 11.97
			Sr Center Bottled Water 10/23	4104716 10/23	\$ 15.96
			W/C Bottled Water 10/23	4089647 10/23	\$ 51.87
64054	119024 - STATE COMP INSURANCE FUND	\$ 1,769.33			
			W/C Workers Comp Insurance 10/30-11/30	1001574627	\$ 1,769.33
64055	122963 - STERICYCLE INC	\$ 45.50			
			PD Med Waste Removal 11/23	8005072950	\$ 45.50
64056	2330 - STROCK, JAMIE	\$ 292.01			
			W/C Reimb/Public Safety Dispatcher 10/30-11/17	Reimb 11/22/23	\$ 292.01
64057	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 7,007.00			
			Svc/Graffiti Removal/Streets & Parks 10/23	17940	\$ 7,007.00
64058	115076 - TELL STEEL	\$ 73.87			
			Light Pole Cover Plate(1)/Oak Knoll Park 11/1	12777	\$ 73.87
64059	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 998.00			
			Svc/Audio & Lighting/Holiday Sing 12/5	5-12/5/23	\$ 998.00
64060	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 490.00			
			PD Svc/Psych Eval(1) 10/30	88764	\$ 300.00
			W/C Svc/Employee Counseling 10/23	88888	\$ 190.00
64061	851 - THE UPS STORE, #5882	\$ 250.00			
			Svc/Fingerprints(3)/City 10/23	11/7/2023	\$ 75.00
			Svc/Fingerprints(7)/Rec Volunteers 10/23	11/7/2023(A)	\$ 175.00
64062	109196 - TRAIN PARTY EXPRESS, LLC - GIGANTO GAMES	\$ 950.00			
			Rent/Train Rides(2)/Holiday Sing 12/5	12052023	\$ 950.00
64063	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	\$ 37,562.50			
			Consult/Security System/City Facilities 9/23	987	\$ 31,455.00
			Design/Oak Knoll Park Security Cameras 7/23	964	\$ 2,177.50
			Design/Oak Knoll Park Security Cameras 8/1-8/4	971	\$ 2,640.00
			Design/Security System/Arnold Cypress Park 8/1-8/11	970	\$ 1,290.00
64064	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 675.00			
			PD Svc/Polygraphs(3) 10/23	CYPD-2023/10	\$ 675.00
64065	128063 - U S ARMOR CORPORATION	\$ 674.06			
			PD Ballistic Vest(1)/CSHockey 11/1	44064	\$ 674.06
64066	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 683.50			
			Fee/2023 Underground Safety Board 2022	23-240181	\$ 598.25
			Svc/DigAlert Tickets 10/23	1020230216	\$ 85.25
64067	1997 - VACCARO, FRANK WEST COAST OFFICIALS	\$ 2,112.00			
			Officials(32 Games)/Youth Basketball 12/2-12/16	1601	\$ 2,112.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64068	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 208.46			
			Offsite Records Storage/Retrieval 11/23	3853640LAX1	\$ 208.46
64069	1962 - WEX HEALTH INC-WEX	\$ 86.25			
			Admin Fee/FSA 10/23	0001839072IN	\$ 86.25
64070	2284 - WURSTHORN, JOSHUA	\$ 230.00			
			Meals/Emergency Vehicle Operations Course 10/23-10/27	Reimb 11/22/23	\$ 230.00
64071	1974 - YUNEX LLC	\$ 31,708.89			
			Repair/Pedestrian Signal Pole/Walker & Vessels Cir 9/6	5610000547	\$ 1,648.65
			Repair/Signal Pedestrian Head/Valley View & Plaza Dr 8/1	5610000305	\$ 1,646.00
			Repair/Street Lights 8/23	5610000509	\$ 3,343.91
			Repair/Street Lights 9/23	5610000546	\$ 2,336.00
			Repair/Traffic Signals 8/23	5610000508	\$ 4,966.50
			Repairs/Traffic Signals 9/23	5610000548	\$ 2,707.92
			Replace/Street Light Pole(1)/Katella & Warland 7/10	5610284276	\$ 6,608.70
			Svc/Street Light Survey 9/23	90000789	\$ 189.07
			Traffic Signal Maint 8/23	90000579	\$ 4,131.07
			Traffic Signal Maint 9/23	90000790	\$ 4,131.07
64072	0 - ABEL, TERRY	\$ 1,000.00			
			Refund/Recycling Deposit/4732 Simone Way	Rfd 11/22/23	\$ 1,000.00
64073	0 - BYER, TOM	\$ 500.00			
			Refund/Recycling Deposit/4682 Cathy Ave	Rfd 11/22/23	\$ 500.00
64074	0 - CYPRESS FRIDAY NIGHT LIGHTS	\$ 150.00			
			Refund/Facility Deposit/Contract #7769	Rfd 11/22/23	\$ 150.00
64075	0 - IBARRA, MIGUEL	\$ 14,651.10			
			Reimb/Business Recovery Program/Plan Check Permit #BS-23-1194	Rfd 11/22/23	\$ 14,651.10
64076	0 - PHAM, JACQUELINE	\$ 40.00			
			Refund/Facility Rental/Contract #7391	Rfd 11/22/23	\$ 40.00
64077	0 - RD BUILDERS INC	\$ 10,000.00			
			Refund/Water Quality Improvement/4001 Ball Road	Rfd 11/22/23	\$ 10,000.00
64078	0 - SANCHEZ, WILMER	\$ 150.00			
			Refund/Facility Deposit/Contract #7768	Rfd 11/22/23	\$ 150.00
64079	0 - VARGAS, ERNIE	\$ 40.00			
			Refund/Citation #CP476929	Rfd 11/22/23	\$ 40.00
64080	1937 - GOVERNMENT TRAINING AGENCY	\$ 345.00			
			PD Reg/Online Court and Temporary Holding Facilities(3) 12/4	PD Reg(3) 12/4	\$ 345.00
64081	129018 - A TO Z FIRE PROTECTION CO.	\$ 1,309.47			
			Fire Extinguishers(6)/City Facilities 11/29	I231129215	\$ 807.80
			Svc/Recertify Fire Extinguishers(1)/Oak Knoll Park 10/25	I231025964	\$ 8.00
			Svc/Recertify Fire Extinguishers(10)/Comm Center 10/25	I231025963	\$ 154.00
			Svc/Recertify Fire Extinguishers(13)/Boys & Girls Club 10/25	I231025962	\$ 107.67
			Svc/Recertify Fire Extinguishers(6)/Arnold Cypress Park 10/25	I231025961	\$ 48.00
			Svc/Recertify Fire Extinguishers(7)/Sr Center 10/25	I231025965	\$ 184.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64082	2216 - A.J. KIRKWOOD & ASSOC, INC	\$ 1,233.54			
			Retention/Design/PD Jail Alarms	12462853	\$ 1,233.54
64083	106914 - ADMINISURE	\$ 3,477.00			
			Workers Comp Claims Admin 12/23	16513	\$ 3,477.00
64084	2141 - ADVANTAGE COLOR GRAPHICS	\$ 2,092.75			
			Svc/Print/Post Cards(17.5K)/2023 Cypress Run/Walk 9/7	191018	\$ 2,092.75
64085	270 - AITHAL, DARSHINI	\$ 313.30			
			Instruct/Chair Yoga 11/7-11/28	11/28/23	\$ 131.95
			Instruct/Flow Yoga 11/6-11/27	11/27/23	\$ 181.35
64086	100723 - ALESHIRE & WYNDER, LLP	\$ 32,262.69			
			Legal Svc/CA Aware 10/23	81462	\$ 7,678.05
			Legal Svc/City Council Matters 10/23	81449	\$ 3,304.00
			Legal Svc/Code Enforcement 10/23	81457	\$ 865.65
			Legal Svc/Engineering 10/23	81453	\$ 989.50
			Legal Svc/Finance 10/23	81454	\$ 318.00
			Legal Svc/Housing 10/23	81458	\$ 531.00
			Legal Svc/HR 10/23	81451	\$ 88.50
			Legal Svc/Makkouk 10/23	81460	\$ 1,220.13
			Legal Svc/Planning 10/23	81452	\$ 2,012.50
			Legal Svc/Police 10/23	81456	\$ 1,140.50
			Legal Svc/Recreation 10/23	81455	\$ 212.00
			Legal Svc/Refuse 10/23	81459	\$ 118.00
			Litigation Svc/CVRA Challenge 10/23	81461	\$ 3,864.50
			Litigation Svc/General Admin 10/23	81450	\$ 956.50
			Litigation Svc/Ihrig 10/23	81465	\$ 2,568.24
			Litigation Svc/Morris 10/23	81464	\$ 75.00
			Litigation Svc/Youngsma 10/23	81463	\$ 6,320.62
64087	122455 - ALL AMERICAN SIGN CO, INC	\$ 1,527.23			
			Update Banner(1)/Holiday Sing 10/20	54802	\$ 35.32
			Update Banners(2)/State of the City 10/17	54445	\$ 490.74
			Update Banners(23)/2023 Run/Walk 10/6	54666	\$ 547.01
			Update Banners(6)/2023 Run/Walk 8/25	54468	\$ 454.16
64088	109240 - AMERICAN ASPHALT SOUTH	\$ 46,203.28			
			Retention/Construct/Residential Street Resurfacing	2023-1364R	\$ 46,203.28
64089	111251 - ANIMAL FRIENDS PET HOTEL COMMUNITY VET HOSPITAL	\$ 260.00			
			PD Svc/K9 Boarding/Bono 10/29-11/1	507774	\$ 260.00
64090	1200 - ANNEALTA GROUP	\$ 6,703.75			
			Svc/Housing Element Implementation/Ordinance Amendments 10/23	3005	\$ 2,131.25
			Svc/Planning Project Manager/Warehouse Project 10/23	3006	\$ 658.75
			Svc/Planning Project Mgr/Housing Element Implementation 10/23	3004	\$ 3,913.75

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64091	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 19,628.00			
			Inspect/Arterial Street Rehab 10/23	143057	\$ 1,213.75
			Inspect/Sr Center Interior Improvements 10/23	143056	\$ 18,414.25
64092	110860 - AT&T	\$ 2,587.72			
			Cell Svc/Maint 11/23	11/23(F)	\$ 53.72
			Cell Svc/PD 11/23	11/23(C)	\$ 236.77
			PD Svc/Mobile Data 11/23	11/23(B)	\$ 2,101.10
			Svc/Planning iPads 11/23	11/23(D)	\$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 11/23	11/23(E)	\$ 129.69
64093	110860 - AT&T	\$ 4.41			
			2481347232-Admin Phone Svc 12/23	12/23	\$ 4.41
64094	110860 - AT&T	\$ 30.51			
			9391033696-PD Phone Svc 11/23	11/23(G)	\$ 30.51
64095	110860 - AT&T	\$ 1.72			
			East Wing Fax Line 11/23	11/23(A)	\$ 1.72
64096	252 - AUTO ZONE, INC	\$ 12.92			
			Replace/Dimmer Switch/Unit #106	5521101319	\$ 12.92
64097	726 - BANNAOUN ENGINEERS CONSTRUCTORS CORP	\$ 14,951.78			
			Retention/Construct/Cerritos Ave Widening	Retention	\$ 14,951.78
64098	630 - BATTERY SYSTEMS INC	\$ 437.89			
			Credit/Vehicle Battery(1) 11/29	28882311291458	\$ (371.45)
			Vehicle Batteries(4) 11/28	34631127231227	\$ 809.34
64099	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 11,288.15			
			Insurance/Dental & Vision/City & Dist 12/23	BOBWWW	\$ 10,313.45
			Insurance/Dental & Vision/West Comm 12/23	BOBX1X	\$ 974.70
64100	705 - BOA ARCHITECTURE	\$ 19,096.00			
			Design/Electric Vehicle Charging Stations 11/23	23-3027-3	\$ 19,096.00
64101	2205 - BP FORD OF LONG BEACH	\$ 7,644.00			
			Replace/Transmission/Unit #615	FOCB706990	\$ 7,644.00
64102	2143 - BUCHALTER, A PROFESSIONAL CORPORATION	\$ 64,484.44			
			Litigation Svc/CA Voting Rights Act Challenge 10/23	1251457	\$ 64,484.44
64103	103197 - CALIFORNIA PARK & REC SOCIETY - CPRS	\$ 555.00			
			Dues/CA Park & Rec Society/RCS 1/1/24-12/31/24	Dues/RCS 2024	\$ 555.00
64104	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 1,500.00			
			Svc/Restroom & Tennis Court Lockup 11/23	3604-156	\$ 1,500.00
64105	111882 - CALIFORNIA YELLOW CAB CORP	\$ 6,270.00			
			Sr Center/Nutrition Program 10/23	10503023	\$ 2,565.00
			Taxi Vouchers/Sr Center 10/23	10501023	\$ 3,705.00
64106	2282 - CAROL ELECTRIC COMPANY INC	\$ 13,600.00			
			Replace/Lamps(45)/Civic Center Parking Lot	2002529	\$ 13,600.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64107	123012 - CHARLES ABBOTT ASSOCIATES	\$ 5,026.25			
			Svc/Engineering Plan Checks 10/23	66539	\$ 2,158.75
			Svc/NPDES/Water Quality Mgmt Plan Reviews 10/23	66583	\$ 2,867.50
64108	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,594.96			
			Svc/Internet Access 11/15-12/14	11/15-12/14/23	\$ 1,594.96
64109	1066 - CHUSHINKAN DOJO	\$ 117.00			
			Instruct/laido 10/25-12/9	12/9/23	\$ 117.00
64110	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 5,000.00			
			Svc/Recreation Strategic Communication Support 10/23	2311-611	\$ 5,000.00
64111	1617 - CONTROL AIR ENTERPRISES LLC	\$ 4,215.33			
			Svc/HVAC Preventative Maint/City Hall & Council Chambers 11/22	3086071	\$ 2,230.33
			Svc/HVAC Preventative Maint/Maint Yard 11/21	3086069	\$ 1,113.00
			Svc/HVAC Preventative Maint/Sr Center 11/21	3086070	\$ 872.00
64112	115003 - COUNTY OF ORANGE	\$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 11/23	SH66904	\$ 1,104.51
64113	110774 - CSULB FOUNDATION	\$ 182.00			
			PD Reg/Mental Health Decision Making/CS 2/8	PD Reg 2/8/24	\$ 182.00
64114	1622 - DANIELS TIRE SERVICE, INC	\$ 1,100.12			
			Vehicle Tires(4) 11/14	200489724	\$ 584.54
			Vehicle Tires(4) 11/9	200489237	\$ 515.58
64115	2226 - DAVID EVANS AND ASSOCIATES, INC	\$ 5,371.71			
			Consult/Right-of-Way Irrigation System/Water Conservation 10/23	549070	\$ 5,371.71
64116	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 211.00			
			Svc/Fingerprints(3)/City 10/23	693884	\$ 96.00
			Svc/Fingerprints(3)/PD 10/23	693884(A)	\$ 115.00
64117	1296 - EDCO CNG	\$ 2,063.57			
			Natural Gas(167.91 Gls)/Sewer Truck(1) 11/1-11/15	111-7023-6(A)	\$ 540.67
			Natural Gas(472.95 Gls)/Sweepers(2) 11/1-11/15	1117023-6	\$ 1,522.90
64118	104530 - EXPERIAN	\$ 77.48			
			PD Credit Reports 11/23	CD2408002941	\$ 77.48
64119	1115 - FRONTIER	\$ 138.51			
			7148996947 - Phone Svc/Sewers 12/23	12/23	\$ 60.78
			W/C Phone Svc/5624931036 12/23	12/23(A)	\$ 77.73
64120	119018 - GOLDEN STATE WATER COMPANY	\$ 43,148.91			
			Svc/Athletic Fields 10/23	10/23(M)	\$ 2,036.40
			Svc/Maint Yard Landscaping 10/23	10/23(L)	\$ 39.31
			Svc/Parks Landscaping 10/23	10/23(O)	\$ 24,719.28
			Svc/Parkway Maint 11/23	11/23(A)	\$ 15,189.66
			Svc/Sr Center 10/23	10/23(N)	\$ 504.34
			Svc/Storm Drain 11/23	11/23	\$ 659.92

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64121	2283 - GREENFIELD LANDSCAPING & MAINT INC	\$ 42,727.00			
			Install/Mulch(100 Tons)/Right-of-Way 11/23	L-3342(A)	\$ 7,203.00
			Svc/Landscape Maint/Right-of-Way 10/23	L-3302	\$ 17,762.00
			Svc/Landscape Maint/Right-of-Way 11/23	L-3342	\$ 17,762.00
64122	2349 - HAPPYFOX INC	\$ 1,782.00			
			Sub/IT Help Desk(3 Licenses) 11/20/23-11/20/24	39144545-0003	\$ 1,782.00
64123	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 2,003.51			
			Supplies/Maint 10/23	12/8/23	\$ 2,003.51
64124	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 17.76			
			Drano(1 Btl) 10/24	5528002	\$ 17.76
64125	103024 - JHM & CARSON SUPPLY	\$ 2,866.85			
			Backflow Check Kit(1)/PVC Pipes(20)/Misc/Lexington Park 11/17	92015/3	\$ 357.37
			Backflow Device(1)/Civic Center 11/22	92052/3	\$ 1,121.56
			Coupling(1)/Pipe Tee(1)/Coupling(1) 11/27	92130/3	\$ 31.44
			Irrigation Box(1)/Wire Connectors(20)/Misc 11/28	92160/3	\$ 59.38
			Irrigation Controller(1)/Electric Valve(1)/Misc/Willow Park 11/3	91627/3	\$ 437.66
			Irrigation Valves(2)/Bushing(1)/Misc/Veterans Park 11/1	91540/3	\$ 313.86
			PVC Cement(.5 Pt)/Coupling(1)/Misc/Manzanita Park 11/14	91911/3	\$ 37.64
			Valve(1)/Couplings(2)/Misc 11/22	92096/3	\$ 122.57
			Valves(2)/PVC Cement(1 Pt)/Misc/Darrel Essex Park 11/15	91941/3	\$ 385.37
64126	2023 - KELLEY, JORDAN	\$ 24.00			
			Meals/Coroner Death Investigation-Elder Abuse 11/6	Reimb 12/8/23	\$ 12.00
			Meals/Human Trafficking 11/15	Reimb(A) 12/8/23	\$ 12.00
64127	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 1,024.33			
			Credit/Vinyl Covers(100) 11/20	11470887	\$ (16.28)
			Specialty Paper(5 Rms) 11/16	11468329	\$ 414.24
			Specialty Paper(8.5 Rms) 11/15	11467003	\$ 602.01
			Vinyl Covers(100) 11/16	11468447	\$ 24.36
64128	7 - LACAL EQUIPMENT, INC	\$ 734.08			
			Sweeper Broom Flange Yoke(4)/Yoke Flange(1)/Misc 11/27	0402258IN	\$ 734.08
64129	1607 - LEMMON, BRADLEY	\$ 96.00			
			Meals/Traffic Collision Reconstruction 11/6-11/16	Rfd 12/8/23	\$ 96.00
64130	122069 - LIEBERT CASSIDY WHITMORE	\$ 2,003.50			
			Legal Svc/HR Matter #CY020-00001 10/23	253380	\$ 39.00
			Legal Svc/HR Matter #CY020-00041 10/23	254255	\$ 1,847.50
			Legal Svc/PD Matter #CY020-00100 10/23	354584	\$ 117.00
64131	2277 - LISA WISE CONSULTING, INC	\$ 9,363.75			
			Svc/Inclusionary Housing Feasibility Study 10/23	4685	\$ 9,363.75
64132	933 - LSA ASSOCIATES, INC	\$ 20,971.44			
			Consult/Housing Element/Enviro Impact Report 10/23	190860	\$ 11,369.00
			Consult/Mitigated Negative Declaration/Business Park 10/23	190861	\$ 1,577.50
			Consult/Mitigated Negative Declaration/Warehouse Project 10/23	190862	\$ 8,024.94

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64133	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	\$ 635.73	Shirts(30)/Cypress Senior Walking Group/2023 Cypress Run	96950	\$ 635.73
64134	111271 - MAR-CO EQUIPMENT CO	\$ 475.37	Sweeper Filter(1)/Filter Elements(2) 11/20	197558	\$ 475.37
64135	1061 - MARTINEZ, DIANA	\$ 24.00	Meals/Social Media & Public Info Officer Conference 11/7-11/8	Reimb 12/8/23	\$ 24.00
64136	2172 - MCCORMACK, JULIA	\$ 12.00	Meals/Coroner Death Investigation-Elder Abuse 11/6	Reimb 12/8/23	\$ 12.00
64137	1483 - MERCADO, HENRY	\$ 379.92	PD Reimb/CA Narcotic Officers Assoc Conference 11/17-11/21	Reimb 12/8/23	\$ 379.92
64138	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 7,443.75	Design/Arnold Cypress Park Rehab 10/23	0083831	\$ 7,443.75
64139	80 - MORRIS, LETICIA	\$ 191.10	Instruct/Zumba 11/4-11/25	11/25/23	\$ 81.90
			Instruct/Zumba Gold 11/2-11/30	11/30/23	\$ 109.20
64140	109067 - ORANGE COUNTY TAX COLLECTOR	\$ 31,271.28	Fee/Sewer Usage/10161 Moody 2023-24	24214250 23/24	\$ 1,997.96
			Fee/Sewer Usage/4500 Orange 2023-24	24401356 23/24	\$ 358.00
			Fee/Sewer Usage/4554 Avenida Granada 2023-24	24461101 23/24	\$ 358.00
			Fee/Sewer Usage/4991 Cerritos Ave 2023-24	24206226 23/24	\$ 3,732.62
			Fee/Sewer Usage/5232 Watson 2023-24	26240101 23/24	\$ 358.00
			Fee/Sewer Usage/5275 Orange Ave 2023-24	24445101 23/24	\$ 13,001.18
			Fee/Sewer Usage/5285 Cypress St 2023-24	26241217 23/24	\$ 1,179.70
			Fee/Sewer Usage/9031 Grindlay 2023-24	24407116 23/24	\$ 4,312.32
			Fee/Sewer Usage/9282 Moody 2023-24	24409104 23/24	\$ 358.00
			Fee/Sewer Usage/9702 Graham 2023-24	24412101 23/24	\$ 5,615.50
64141	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 757.36	Svc/Car Wash/PD(65) 11/23	2163	\$ 757.36
64142	871 - PEREZ, DIANA	\$ 350.35	Instruct/Learn & Grow 10/18-11/15	11/15/23	\$ 350.35
64143	1310 - PRESTI, CAMERON	\$ 230.00	PD Reimb/CA Narcotic Officers Assoc Conference 11/17-11/21	Reimb 12/8/23	\$ 230.00
64144	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 564.17	First Aid(1) 10/11	4061691313611	\$ 162.67
			First Aid(1) 10/9	4061691311320	\$ 401.50
64145	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	\$ 339.30	Instruct/Reading & Math Development 11/1-11/27	11/27/23	\$ 339.30
64146	129917 - RUTAN & TUCKER	\$ 7,170.00	Legal Svc/Land Use/Los Alamitos Race Course 10/23	976930	\$ 475.00
			Legal Svc/Land Use/Los Alamitos Race Course 9/23	976910	\$ 1,950.00
			Litigation Svc/Public Records Act/Fortis 10/23	976911	\$ 4,745.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64147	2031 - SDI PRESENCE LLC	\$ 2,385.70			
			W/C Svc/Monitor IT/CAD System 10/23	14267	\$ 2,385.70
64148	122939 - SHI INTERNATIONAL CORP	\$ 117,417.82			
			Svc/Network Security Monitoring 10/26/23-10/25/26	B17676610	\$ 117,417.82
64149	130328 - SHOETERIA	\$ 181.89			
			Safety Shoes(1)/JLoyko 11/11	20231116025347	\$ 181.89
64150	1999 - SIRIGOS, ARTEMIOS	\$ 12.00			
			Meals/Tactical Emergency Casualty Care 11/16	Reimb 12/8/23	\$ 12.00
64151	119016 - SO CAL EDISON	\$ 26.00			
			700134894611 - Svc/Traffic Signal 11/23	11/23(A)	\$ 26.00
64152	119017 - SO CAL GAS CO	\$ 1,389.90			
			00840909006 Svc/Comm Center 11/23	11/23(A)	\$ 160.57
			08131074000 Svc/Storm Drain 11/23	11/23(D)	\$ 60.42
			12600890003 Svc/Maint Yard 11/23	11/23(G)	\$ 119.88
			13230923008 Svc/Storm Drain 11/23	11/23	\$ 18.12
			14011061398 Svc/Storm Drain 11/23	11/23(E)	\$ 33.55
			16111070716 Svc/Storm Drain 11/23	11/23(F)	\$ 29.99
			18690942000 Svc/Sr Center 11/23	11/23(B)	\$ 173.53
			19530910009 Svc/City Hall 11/23	11/23(C)	\$ 793.84
64153	543 - SORVILLO, BRYAN	\$ 392.00			
			Instruct/Private Tennis Lessons 10/23	10/23	\$ 392.00
64154	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	\$ 665.26			
			Fee/Generator Emissions/PS #2 2023-24	4265509	\$ 160.35
			Fee/Generator/PS #2 2023-24	4261908	\$ 504.91
64155	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00			
			PD Svc/Shredding 11/17	240990	\$ 65.00
64156	119024 - STATE COMP INSURANCE FUND	\$ 1,769.33			
			W/C Workers Comp Insurance 11/30-12/30	1001574628	\$ 1,769.33
64157	122862 - STEVEN ENTERPRISES INC	\$ 578.58			
			Plotter Ink(4)/Sr Center 11/17	0467750IN	\$ 578.58
64158	370 - SUPERIOR PAVEMENT MARKINGS, INC	\$ 8,017.13			
			Svc/Red Curb Painting(5K LF)/Citywide 11/23	18042	\$ 8,017.13
64159	111700 - SWRCB-STATE WATER RESOURCE CONTROL BOARD	\$ 17,666.00			
			Permit Fee/NPDES/Storm Drain 7/1/23-6/30/24	SW-0273357	\$ 17,666.00
64160	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	\$ 324.00			
			PD Badge Patches(200) 11/27	44073	\$ 324.00
64161	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 468.12			
			PD Uniform/Aide JPerez 11/8	12496	\$ 468.12
64162	851 - THE UPS STORE, #5882	\$ 50.00			
			Svc/Fingerprints(1)/Rec Contractors 11/23	12/1/2023(A)	\$ 25.00
			Svc/Fingerprints(1)/Recreation 11/23	12/1/2023	\$ 25.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64163	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	\$ 31,402.50	Consult/Security System Evaluation/City Facilities 10/23	997	\$ 31,402.50
64164	129595 - VERIZON WIRELESS - CA	\$ 80.81	Cell Svc/Rec 11/23	11/23	\$ 80.81
64165	0 - DEVANAARACHCHI, DARSHIKA	\$ 97.00	Refund/Youth Evolution Basketball 11/16-12/7	Rfd 12/8/23	\$ 97.00
64166	0 - FOX, JORJIA	\$ 21.80	Refund/Soccer 11/15	Rfd 12/8/23	\$ 21.80
64167	0 - MCAFEE, MOZEL ANN	\$ 23,032.27	Asset Seizure #DR19-00072	Rfd 12/8/23	\$ 23,032.27
64168	0 - NOUGUES, MARIA	\$ 24.20	Refund/Soccer 11/15	Rfd 12/8/23	\$ 24.20
64169	0 - PATEL, YESHA	\$ 21.80	Refund/Soccer 11/15	Rfd 12/8/23	\$ 21.80
64170	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 9,497.90	Software Maint/City Website 10/1/23-9/30/24	170847	\$ 9,497.90
64171	639 - 10-8 RETROFIT, INC	\$ 387.19	Repair/Light Bar/Unit #625	19841	\$ 387.19
64172	129018 - A TO Z FIRE PROTECTION CO.	\$ 1,058.69	Svc/Recertify Fire Extinguishers(5)/Maint Garage 12/6	I231206251	\$ 225.00
			Svc/Recertify Fire Extinguishers(61)/Maint Yard 10/23	I231024952	\$ 833.69
64173	106914 - ADMINISURE	\$ 3,477.00	Workers Comp Claims Admin 1/24	16588	\$ 3,477.00
64174	1570 - ADVANTAGE MAILING, LLC	\$ 4,959.42	Svc/Print/City & Recreation Newsletters(17.5K) 12/23	196382	\$ 4,959.42
64175	109380 - AFFORDABLE GENERATOR SERVICES, INC	\$ 429.25	Inspect/Generator Leak/Maint Yard 12/4	24589	\$ 429.25
64176	1398 - AGI ACADEMY-ANCOM GROUP, INC	\$ 227.50	Instruct/Computer & Math Workshop 10/26-12/14	12/14/23	\$ 227.50
64177	270 - AITHAL, DARSHINI	\$ 101.40	Instruct/Painting 11/4-12/9	12/9/23	\$ 101.40

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64178	100723 - ALESHIRE & WYNDER, LLP	\$ 20,077.00			
			Legal Svc/CA Aware 11/23	82134	\$ 4,852.00
			Legal Svc/City Council Matters 11/23	82123	\$ 177.00
			Legal Svc/Code Enforcement 11/23	82130	\$ 474.50
			Legal Svc/Engineering 11/23	82126	\$ 503.50
			Legal Svc/Finance 11/23	82127	\$ 26.50
			Legal Svc/General Admin 11/23	82122	\$ 4,845.00
			Legal Svc/Housing 11/23	82131	\$ 531.00
			Legal Svc/Makkouk 11/23	82132	\$ 1,965.00
			Legal Svc/Planning 11/23	82125	\$ 291.50
			Legal Svc/Police 11/23	82584	\$ 238.50
			Legal Svc/Recreation 11/23	82128	\$ 957.50
			Litigation Svc/CVRA Challenge 11/23	82133	\$ 4,513.50
			Litigation Svc/General Admin 11/23	82124	\$ 177.00
			Litigation Svc/Ihrig 11/23	82136	\$ 59.00
			Litigation Svc/Youngsma 11/23	82135	\$ 465.50
64179	122455 - ALL AMERICAN SIGN CO, INC	\$ 591.66			
			Update Banners(5)/State of The City 10/17	54812	\$ 591.66
64180	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 23,307.08			
			Crossing Guard Svcs(15 Hrs)/Orange & Grindlay 11/12-11/25	89438(A)	\$ 361.35
			Crossing Guard Svcs(27 Hrs)/Orange & Grindlay 10/29-11/11	89101(A)	\$ 650.43
			Crossing Guard Svcs(350.5 Hrs) 11/12-11/25	89438	\$ 8,443.55
			Crossing Guard Svcs(575 Hrs) 10/29-11/11	89101	\$ 13,851.75
64181	102587 - AMERICAN RENTALS	\$ 432.26			
			Rent/Boom Lift/Christmas Tree 11/27	173580	\$ 432.26
64182	110130 - ANDERSEN'S DOOR SERVICE, INC	\$ 1,082.69			
			Svc/Rolling Gate/Maint Yard 11/16	40026	\$ 647.69
			Svc/Rolling Gate/PD 10/23	9157	\$ 435.00
64183	1200 - ANNEALTA GROUP	\$ 2,906.25			
			Svc/Housing Element Implementation/Ordinance Amendments 11/23	3030	\$ 271.25
			Svc/Planning Project Mgr/Housing Element Implementation 11/23	3031	\$ 2,635.00
64184	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 38,027.50			
			Inspect/HVAC & Roof/Community Center 10/23	143055	\$ 340.25
			Inspect/HVAC & Roof/Community Center 11/23	143998	\$ 9,424.00
			Inspect/Parking Lot Resurfacing/Veteran & Cedar Glen Parks 11/23	144009	\$ 4,181.00
			Inspect/Sr Center Interior Improvements 11/23	144004	\$ 11,574.25
			Inspect/Various Non-CIP Engineering Permits 11/23	143989	\$ 10,108.00
			Svc/City Engineer 11/23	144027	\$ 2,400.00
64185	110860 - AT&T	\$ 824.23			
			Svc/Internet Access 11/23	20907099	\$ 824.23

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64186	110860 - AT&T	\$ 4,076.37			
			9391033694-PW Phone Svc 11/23	11/23(H)	\$ 154.88
			9391033695-Civic Center Phone Svc 11/23	11/23(J)	\$ 29.25
			9391033698-PW Phone Svc 11/23	11/23(I)	\$ 29.55
			Phone Svc/Multi-Line 11/13-12/12	11/13-12/12/23	\$ 3,862.69
64187	252 - AUTO ZONE, INC	\$ 30.70			
			Replace/Coil/Unit #639	5521127465	\$ 30.70
64188	630 - BATTERY SYSTEMS INC	\$ 762.18			
			Credit/Vehicle Batteries(2) 12/8	37691208231758	\$ (729.73)
			Vehicle Batteries(2) 12/7	28881207231006	\$ 729.73
			Vehicle Batteries(2) 12/8	28881207231754	\$ 762.18
64189	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 2,708.74			
			Insurance/Vision Claims/City & Dist & West Comm 11/23	BOBYVR	\$ 2,708.74
64190	705 - BOA ARCHITECTURE	\$ 7,200.00			
			Design/Automatic Sliding Door/HR 11/23	23-3059-1	\$ 7,200.00
64191	2205 - BP FORD OF LONG BEACH	\$ 3,973.21			
			Alternator(1) 11/28	209084FOW	\$ 594.03
			Converter Assembly(1)/Gasket(1)/Misc 11/13	208743FOW	\$ 565.80
			Repair/Catalytic Converter/Unit #604	FOCB709506	\$ 800.00
			Repair/Communications Relay/Unit #640	FOCB709273	\$ 482.14
			Replace/Switch/Unit #626	209381FOW	\$ 84.14
			Replace/Weather Stripping/Unit #800	209271FOW	\$ 27.78
			Selector Shafts(3) 12/5	209270FOW	\$ 504.06
			Tire Sensors(3)/Housing(1)/Exhaust Sensors(2)/Misc 11/20	208896FOW	\$ 434.35
			Wheel Assemblies(2) 11/2	208333FOW	\$ 480.91
64192	100033 - BREA, CITY OF	\$ 325.00			
			Reg/OCCMA Holiday Lunch/PG & SS & AF & CD & AS 12/6	Reg 12/6/23	\$ 325.00
64193	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 49,901.64			
			Svc/Landscape/Berm 10/23	8619710	\$ 3,080.00
			Svc/Landscape/Berm 11/23	8662671	\$ 3,080.00
			Svc/Landscape/Lexington Park 11/23	8711879	\$ 6,831.76
			Svc/Landscape/Park & Rec Facilities 12/23	8697586	\$ 32,801.90
			Svc/Seasonal Turf Renovation/Lexington Park 11/23	8711879(A)	\$ 4,107.98
64194	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 127.46			
			PD Blood/Alcohol Test(1) 11/23	2427	\$ 127.46
64195	122980 - CALIFORNIA PEACE OFFCR ASSOC-CPOA	\$ 1,500.00			
			PD Dues/CA Police Officers Assoc 1/1/24-12/31/24	401360	\$ 1,500.00
64196	1008 - CERTIFIX LIVE SCAN	\$ 20.00			
			W/C Svc/Fingerprints(1) 10/12	80997	\$ 20.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64197	123012 - CHARLES ABBOTT ASSOCIATES	\$ 40,087.50			
			Svc/Fats, Oil & Grease/NPDES Inspections 11/23	66683	\$ 8,505.00
			Svc/National Pollutant Discharge Elimination/Program Mgmt 10/23	66582	\$ 14,875.00
			Svc/National Pollutant Discharge Elimination/Program Mgmt 11/23	66685	\$ 15,312.50
			Svc/NPDES/Water Quality Mgmt Plan Reviews 11/23	66684	\$ 1,395.00
64198	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,981.93			
			Svc/Cable TV 12/10-1/9	0079111121023	\$ 132.43
			W/C CAD/RMS Ethernet Connection 12/4-1/3	0026082120523	\$ 1,285.75
			W/C Svc/Internet 11/23	218496501120123	\$ 563.75
64199	1216 - CIVICPLUS, INC REC1	\$ 20.85			
			Refund/Skyhawks Soccer 11/23	285835	\$ 20.85
64200	110110 - CLINT'S REFRIGERATION SERVICE INC	\$ 186.00			
			Repair/Freezer/Sr Center 12/12	23933	\$ 186.00
64201	110067 - COMLINK LASER CARE	\$ 110.95			
			PD Toner(1) 12/13	75531	\$ 110.95
64202	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 10,627.09			
			Facebook Ads/City Events 7/23-10/23	2311-590	\$ 627.09
			Svc/City Strategic Communications Support 10/23	2311-612	\$ 10,000.00
64203	1617 - CONTROL AIR ENTERPRISES LLC	\$ 5,354.00			
			Svc/HVAC Preventative Maint/PD 12/2	3086268	\$ 1,329.00
			Svc/HVAC Preventative Maint/PD Range 12/2	3086269	\$ 4,025.00
64204	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76			
			Offsite Data Storage 11/23	DS1307300	\$ 154.76
64205	115003 - COUNTY OF ORANGE	\$ 1,807.00			
			PD Svc/Automated Fingerprint Identification System 12/23	SH67158	\$ 1,807.00
64206	2279 - CSG CONSULTANTS, INC	\$ 130.00			
			Svc/Building, Safety & Fire Code Support 10/28-11/24	54220	\$ 130.00
64207	1820 - CURBELO, EDWARD	\$ 886.50			
			Tuition/Intro to Criminal Justice/Winter 2023-24	Tuit 12/22/23	\$ 886.50
64208	2350 - CUSTOM TRUCK ONE SOURCE, L.P.	\$ 228,536.65			
			Bucket Truck(1)/Maint 12/5	1000202763	\$ 228,536.65
64209	2226 - DAVID EVANS AND ASSOCIATES, INC	\$ 2,931.50			
			Consult/Right-of-Way Irrigation System/Water Conservation 11/23	551163	\$ 2,931.50
64210	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 32.00			
			Svc/Fingerprints(1)/West Comm 11/23	700819	\$ 32.00
64211	298 - DIAZ, DARRELL	\$ 1,215.00			
			Tuition/Homeland Security/Summer/Fall 2023	Tuit 12/22/23	\$ 1,215.00
64212	799 - DIGITAL SCEPTER CORP	\$ 24,648.66			
			W/C Sub/Firewall Systems(2) 1/27/24-1/26/27	14556	\$ 24,648.66
64213	107921 - DRAPER, JEFF	\$ 1,000.00			
			Executive Mgmt Wellness Program 2023	Reimb 12/22/23	\$ 1,000.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64214	1296 - EDCO CNG	\$ 1,440.02	Natural Gas(382.41 Gls)/Sweepers(2) 11/16-11/30	1205023-6	\$ 1,231.36
			Natural Gas(64.8 Gls)/Sewer Truck(1) 11/16-11/30	1205023-6(A)	\$ 208.66
64215	1488 - ENTERPRISE HOLDINGS INC	\$ 1,556.71	PD Rental Car(1) 10/12-11/10	108004403553	\$ 770.57
			PD Rental Car(1) 10/4-11/3	34629283	\$ 786.14
64216	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 680.12	PD Exam Gloves(2K) 12/13	6166105	\$ 225.28
			PD Exam Gloves(4K) 12/4	6164521	\$ 454.84
64217	2132 - FERGUSON ENTERPRISES LLC	\$ 102.04	Valve Repair Kit(1)/Plumbers Grease(2 Oz) 11/16	3104302	\$ 102.04
64218	1115 - FRONTIER	\$ 2,210.98	W/C Phone Svc/5627955413 12/23	12/23(B)	\$ 2,210.98
64219	889 - FULL SAIL ENTERPRISES, INC	\$ 795.80	Orange Reflective Strips(12) 12/14	126-2303	\$ 795.80
64220	2276 - GENESIS BUILDERS, INC K2 PAINTING	\$ 51,196.51	Construct/Sr Center Interior Improvements 11/23	417	\$ 51,196.51
64221	2269 - GIVERRANG, INC	\$ 44,725.00	Svc/Gift Card Program/Business Park Local Catering 12/23	1285	\$ 44,725.00
64222	100774 - GOLDEN BELL PRODUCTS INC	\$ 10,863.00	Svc/Apply Insecta/Sewers(426) 11/30	18555	\$ 10,863.00
64223	119018 - GOLDEN STATE WATER COMPANY	\$ 42,347.38	Svc/Athletic Fields 11/23	11/23(B)	\$ 1,673.38
			Svc/Civic Center 11/23	11/23(H)	\$ 3,246.79
			Svc/Community Center 11/23	11/23(G)	\$ 546.64
			Svc/Lexington Park 11/23	11/23(C)	\$ 2,410.28
			Svc/Parks Landscaping 11/23	11/23(F)	\$ 22,795.49
			Svc/Parkway Maint 11/23	11/23(I)	\$ 8,861.76
			Svc/Sr Center 11/23	11/23(E)	\$ 605.23
			Svc/Stanton Channel Berm 11/23	11/23(D)	\$ 2,207.81
64224	123002 - GRAINGER	\$ 153.21	Repair/Exhaust Fan Motor/Maint Yard 12/13	9931449491	\$ 57.98
			Replace/Trailer Jack Swivel/Unit #250	9925152820	\$ 95.23
64225	977 - GRANT, PETER	\$ 1,000.00	Executive Mgmt Wellness Program 2023	Reimb 12/22/23	\$ 1,000.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64226	110049 - GREAT SCOTT TREE SERVICE INC	\$ 21,727.25	Emergency Svc/Remove Tree(1)/Civic Center 8/31	50590	\$ 575.00
			Emergency Svc/Remove Tree(1)/Evergreen Park 8/31	50591	\$ 460.00
			Emergency Svc/Remove Tree(1)/Willow Park 9/28	50609	\$ 330.00
			Svc/Debris Removal/Civic Center 8/25	50546	\$ 460.00
			Svc/Remove Tree(1)/Evergreen Park 8/25	50545	\$ 575.00
			Svc/Trim Trees(114) 8/28	50589	\$ 5,410.75
			Svc/Trim Trees(129) 8/23	50508	\$ 5,617.50
			Svc/Trim Trees(139) 9/1	50592	\$ 5,631.25
			Svc/Trim Trees(58) 8/29	50571	\$ 2,667.75
64227	1965 - GREENFIELDS OUTDOOR FITNESS, INC	\$ 200.42	Hand Grips(4)/Label(1)/Lexington Park 11/14	S24974	\$ 200.42
64228	103008 - HARTZOG & CRABILL	\$ 1,822.50	Svc/Monitor Traffic Signals 11/23	23-1107	\$ 1,822.50
64229	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 238.88	Mini Lights(8 Strands)/Holiday Sing 11/27	1050680	\$ 129.13
			Push Brooms(2)/Facility Operations/Comm Center 11/20	8055100	\$ 43.04
			Supplies/Facility Operations/Comm Center 11/20	8055099	\$ 66.71
64230	102993 - ITERIS, INC	\$ 2,086.38	Svc/Maintain CCTV Network 10/23	164038	\$ 2,086.38
64231	103024 - JHM & CARSON SUPPLY	\$ 331.26	Irrigation Controller Fuses(9) 12/4	92304/3	\$ 10.11
			Irrigation Valves(2)/Nozzles(17)/Misc 12/4	92287/3	\$ 321.15
64232	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 259.83	Specialty Paper(5 Rms)/Adhesive(1 Qt) 12/14	11492774	\$ 259.83
64233	7 - LACAL EQUIPMENT, INC	\$ 407.57	Sweeper Broom Cylinder(1) 12/7	0402686IN	\$ 407.57
64234	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 877.43	Replace/Battery & Brake Pads/Motor Unit #663	48253	\$ 877.43
64235	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	\$ 95.81	Gavel Plaque(1)/Outgoing Mayor 12/5	94090	\$ 49.75
			Name Badge(1)/CWong 12/5	94091	\$ 13.09
			Name Plates(2)/Council Chambers 12/5	94091(A)	\$ 32.97
64236	111271 - MAR-CO EQUIPMENT CO	\$ 692.66	Sweeper Broom Shoulder Plate(1)/Exterior Plate(1)/Misc 12/12	198020	\$ 692.66
64237	2217 - MI JALISCO NURSERY INC	\$ 619.50	Plants(4 Flats) 11/15	3984	\$ 211.68
			Tree(1)/Lincoln & Bloomfield 11/20	3986	\$ 203.96
			Tree(1)/Lincoln & Grindlay 11/20	5452	\$ 203.86
64238	1947 - MICHAEL BALLIET CONSULTING, LLC	\$ 17,261.25	Consult/Solid Waste Program 10/23	1383-22-23-10	\$ 5,750.00
			Consult/Solid Waste Program 11/23	1383-22-23-11	\$ 11,511.25

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64239	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 30.00			
			Rent/Propane Tank 12/1/23-2/29/24	277887	\$ 30.00
64240	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 78.53			
			Brake Pad(1) 12/7	448868	\$ 48.48
			V-Belt(1) 11/17	447477	\$ 30.05
64241	672 - O'REILLY AUTO PARTS	\$ 143.17			
			Air Filter(1)/Cabin Filter(1)/Misc 11/20	3078-447898	\$ 100.85
			Repair/Housing Thermostat/Unit #172	3078-449913(A)	\$ 21.27
			Windshield Wiper Fluid(6 Gls) 11/28	3078-449913	\$ 21.05
64242	108944 - OFFICE DEPOT	\$ 596.25			
			Supplies/Citywide 11/23	12/22/23	\$ 596.25
64243	1285 - OHD LLLP-OCCUPATIONAL HEALTH DYNAMICS	\$ 935.00			
			PD Svc/Calibrate/Gas Mask Fitting Machine 12/4	92656	\$ 935.00
64244	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 10,783.54			
			Sewer Connect Fees 11/23	11/23	\$ 10,783.54
64245	828 - PACIFIC RIM AUTOMATION INC	\$ 1,831.88			
			Svc/Maint/Pump Station Monitoring System 7/6	10329	\$ 894.38
			Svc/Maint/Pump Station Monitoring System 8/15	10339	\$ 937.50
64246	2331 - PROFESSIONAL ACCESS CCTV & ELECTRICAL INC	\$ 7,102.84			
			Door Key Cards(100)/Security Doors 12/5	95817	\$ 565.69
			Install/Card Readers(12)/Civic Center 12/7	95830	\$ 3,315.38
			Install/Card Readers(2)/Council Chambers 12/4	95831	\$ 973.47
			Replace/Cable/PD Door 11/28	95797	\$ 880.00
			Software Maint/Door Key Card Support 11/21/23-11/20/24	95874	\$ 993.30
			Svc/Program Holiday Schedules/Automatic Doors/Maint Yard 11/20	95790	\$ 375.00
64247	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 50.00			
			Consult/Affordable Housing/Citrus Square Senior Community 11/23	I011178	\$ 50.00
64248	129917 - RUTAN & TUCKER	\$ 3,319.30			
			Legal Svc/Land Use/LARC 11/23	979997	\$ 50.00
			Lit Svc/Public Records Act/Fortis 11/23	979998	\$ 3,269.30
64249	109096 - S.C. SIGNS & SUPPLIES, LLC	\$ 1,198.19			
			Reflective Markers(30)/Rivets(200)/Posts(2) 11/7	242761	\$ 713.31
			Street Signs(20) 11/8	242797	\$ 484.88
64250	106893 - SAFESHRED	\$ 40.00			
			W/C Svc/Shredding 11/21	346835	\$ 40.00
64251	1999 - SIRIGOS, ARTEMIOS	\$ 600.00			
			Tuition/American Government/Fall 2023	Tuit 12/22/23	\$ 600.00
64252	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 3,278.60			
			Instruct/Multi-Sport 9/23-12/9	12/9/23	\$ 1,177.80
			Instruct/Soccer 10/30-12/4	12/4/23	\$ 2,100.80
64253	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	\$ 793.38			
			Rubber Work Gloves(36)/Disposable Gloves(4K) 11/14	7988	\$ 793.38

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64254	108459 - SMART & FINAL-POLICE ACCT	\$ 55.21			
			PD Plates(500)/Breakroom 11/17	006401	\$ 55.21
64255	119016 - SO CAL EDISON	\$ 94,590.95			
			700003851853 Svc/Parkways 9/23-11/23	9/23-11/23	\$ 129.79
			700351486618 Svc/Willow Park 11/23	11/23(D)	\$ 413.03
			700370018870 - Svc/Traffic Signal 11/23	11/23(C)	\$ 126.74
			700428641933 Svc/Mackay Park 11/23	11/23(B)	\$ 140.23
			700710877173 - Svc/Lexington Park 12/23	12/23	\$ 2,794.03
			Svc/Citywide 11/9-12/8	11/9-12/8/23	\$ 90,987.13
64256	127516 - SO CAL MUNI ATHLETIC FEDERATION-SCMAF	\$ 145.00			
			Dues/So CA Muni Athletic Federation Assoc/RCS 2024	121223/CYPR	\$ 145.00
64257	543 - SORVILLO, BRYAN	\$ 6,515.60			
			Instruct/Group Tennis 11/13-12/15	12/15/23	\$ 6,515.60
64258	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	\$ 665.26			
			Fee/Generator Emissions/PS #1 2023-24	4273084	\$ 160.35
			Fee/Generator/PS #1 2023-24	4269280	\$ 504.91
64259	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 1,265.93			
			Pub Notice/Bids/Sports Lighting Replacement/PW Project #361	0011632216	\$ 1,265.93
64260	125888 - SPARKLETTS	\$ 328.80			
			Comm Center Bottled Water 11/23	4104724 11/23	\$ 39.90
			Maint Bottled Water 11/23	4106666 11/23	\$ 89.40
			PD Bottled Water 11/23	4104648 11/23	\$ 187.53
			Print Shop Bottled Water 11/23	4105217 11/23	\$ 11.97
64261	1241 - SPECTRUM SECURITY GROUP LLC	\$ 248.56			
			Keys(6)/Community Center 11/21	R16174	\$ 98.33
			PD Keys(40)/Patrol MDC 11/20	R16197	\$ 129.30
			Vehicle Keys(2)/Unit #136 11/29	R16196	\$ 20.93
64262	116238 - STAPLES BUSINESS ADVANTAGE	\$ 1,134.05			
			Supplies/Citywide 11/23	12/22/23	\$ 1,134.05
64263	122963 - STERICYCLE INC	\$ 45.50			
			PD Med Waste Removal 11/23	8005378161	\$ 45.50
64264	2330 - STROCK, JAMIE	\$ 45.00			
			W/C Reimb/Parking/Public Safety Dispatcher 10/30-11/17	Reimb 12/22/23	\$ 45.00
64265	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 7,084.00			
			Svc/Graffiti Removal/Streets & Parks 11/23	17967	\$ 7,084.00
64266	111700 - SWRCB-STATE WATER RESOURCE CONTROL BOARD	\$ 3,746.00			
			Permit Fee/Waste Discharge/Storm Drain 7/1/23-6/30/24	WD-0234816	\$ 3,746.00
64267	2130 - THE CHRISTMAS LIGHT GUY CO TROVAO AND ASSOC INC	\$ 4,157.50			
			Rent/Install/Holiday Decor & Lights/Civic Center 12/23	1231	\$ 4,157.50
64268	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00			
			PD Svc/Employee Counseling 11/23	89102	\$ 1,000.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64269	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 978.58	PD Uniform/Trainee JPerez	12927	\$ 978.58
64270	105052 - TOPAZ ALARM CORP.	\$ 210.00	Monitor Pumps 11/23	142562	\$ 105.00
			Monitor Pumps 12/23	142775	\$ 105.00
64271	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 775.00	PD Svc/Polygraphs(4) 11/23	CYPD-2023/11	\$ 775.00
64272	128063 - U S ARMOR CORPORATION	\$ 674.06	PD Ballistic Vest(1)/LWhite 11/10	44397	\$ 674.06
64273	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 59.00	Svc/DigAlert Tickets 11/23	1120230214	\$ 59.00
64274	1139 - UNIFIRST CORP	\$ 484.46	Uniforms/Mats/Mops/Towels 11/23	11/23	\$ 484.46
64275	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 499.22	PD Uniform/Aide BRosete	7650	\$ 25.19
			PD Uniform/Aide CReynolds	7648	\$ 52.56
			PD Uniform/Aide JPerez	7649	\$ 240.79
			PD Uniform/Aide RKook	7647	\$ 180.68
64276	100308 - UNITED MAINTENANCE SYSTEMS	\$ 20,154.00	Svc/Janitorial/Citywide 11/23	15638	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 11/23	15640	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 11/23	15639	\$ 6,100.50
			Svc/Weekend Enhanced Cleaning/PD 11/23	15637	\$ 787.00
64277	1997 - VACCARO, FRANK WEST COAST OFFICIALS	\$ 2,112.00	Officials(32 Games)/Youth Basketball 1/6-1/20	1602	\$ 2,112.00
64278	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 465.19	Off-Site Records Storage/Retrieval 12/23	3899521LAX1	\$ 465.19
64279	129522 - WALTERS WHOLESALE ELECTRIC	\$ 158.99	Electrical Receptacle(1) 11/3	S124306592.001	\$ 158.99
64280	127591 - WEST COAST SAND & GRAVEL	\$ 679.36	Fill Dirt(26 Tns) 11/27	677074	\$ 679.36
64281	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 637.00	Instruct/Volleyball 11/12-12/10	12/10/23	\$ 637.00
64282	1962 - WEX HEALTH INC-WEX	\$ 86.25	Admin Fee/FSA 11/23	0001856540IN	\$ 86.25
64283	2044 - YOUTH EVOLUTION ACTIVITIES	\$ 419.42	Instruct/Youth Basketball 10/12-12/7	12/7/23	\$ 419.42

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64284	1974 - YUNEX LLC	\$ 14,345.21			
			Repair/Street Light(1)/Ritter St 10/25	5610000746	\$ 63.75
			Repair/Street Lights 10/23	5610000759	\$ 4,253.32
			Repair/Traffic Signal Pole/Denni & Orange 10/25	5610000748	\$ 434.00
			Repair/Traffic Signals 10/23	5610000760	\$ 5,274.00
			Svc/Street Light Survey 10/23	90001009	\$ 189.07
			Traffic Signal Maint 10/23	90000897	\$ 4,131.07
64285	0 - CHUNG, MINJU	\$ 29.00			
			Refund/Piano 1/3 & 1/10	Rfd 12/22/23	\$ 29.00
64286	0 - LEE, ALEX	\$ 150.00			
			Refund/Facility Deposit/Contract #8030	Rfd 12/22/23	\$ 150.00
64287	0 - WESTERN HIGH SCHOOL	\$ 150.00			
			Refund/Facility Deposit/Contract #8109	Rfd 12/22/23	\$ 150.00
64288	110860 - AT&T	\$ 2,585.04			
			Cell Svc/Maint 12/23	12/23(C)	\$ 54.33
			Cell Svc/PD 12/23	12/23(D)	\$ 233.48
			PD Svc/Mobile Data 12/23	12/23(B)	\$ 2,101.10
			Svc/Planning iPads 12/23	12/23(E)	\$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 12/23	12/23(F)	\$ 129.69
64289	110860 - AT&T	\$ 29.25			
			9391033696-PD Phone Svc 12/23	12/23(A)	\$ 29.25
64290	110860 - AT&T	\$ 1.72			
			East Wing Fax Line 12/23	12/23(G)	\$ 1.72
64291	123003 - AUSMUS, SCOTT	\$ 174.00			
			Reimb/CA Assoc of Tactical Officers 12/3-12/6	Reimb 1/5/24	\$ 174.00
64292	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 10,016.18			
			Insurance/Life/LTD/STD/Optional 1/24	13846	\$ 10,016.18
64293	111259 - BON AIR, INC	\$ 436,240.00			
			Construct/HVAC & Roof/Comm Center 11/1-12/15	1-11/23	\$ 436,240.00
64294	2205 - BP FORD OF LONG BEACH	\$ 4,091.17			
			Replace/Fuel Pump/Eng & Trans Mounts/Misc/Unit #640	FOCB77710347	\$ 4,091.17
64295	2143 - BUCHALTER, A PROFESSIONAL CORPORATION	\$ 69,085.72			
			Litigation Svc/CA Voting Rights Act Challenge 11/23	1258024	\$ 69,085.72
64296	111882 - CALIFORNIA YELLOW CAB CORP	\$ 5,115.00			
			Sr Center/Nutrition Program 11/23	11503023	\$ 2,205.00
			Taxi Vouchers/Sr Center 11/23	11501023	\$ 2,910.00
64297	109332 - CARLSON, ERIK	\$ 12.00			
			Meals/Terrorism Liaison Officer 12/13	Reimb 1/5/24	\$ 12.00
64298	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 1,399.50			
			Consult/Modernization & Integration/Business Park 11/23	0050264	\$ 1,399.50
64299	1998 - CEJA, SAUL	\$ 12.00			
			Meals/Human Trafficking 11/15	Reimb 1/5/24	\$ 12.00

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64300	536 - CHARLAND, MATTHEW	\$ 126.00			
			Meals/CA Assoc of Tactical Officers 12/3-12/6	Reimb 1/5/24	\$ 126.00
64301	115003 - COUNTY OF ORANGE	\$ 4,671.50			
			Parking Violations 11/23	11/23	\$ 4,671.50
64302	116854 - DATA TICKET INC-MSB	\$ 1,521.28			
			Parking Citation Processing 11/23	158877	\$ 1,521.28
64303	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 228.00			
			Svc/Fingerprints(1)/Recreation Contractor 11/23	700524(B)	\$ 32.00
			Svc/Fingerprints(2)/PD 11/23	700524(A)	\$ 132.00
			Svc/Fingerprints(2)/Recreation 11/23	700524	\$ 64.00
64304	1115 - FRONTIER	\$ 138.51			
			7148996947 - Phone Svc/Sewers 1/24	1/24(A)	\$ 60.78
			W/C Phone Svc/5624931036 1/24	1/24	\$ 77.73
64305	119018 - GOLDEN STATE WATER COMPANY	\$ 15,837.67			
			Svc/Community Center 11/23	11/23(J)	\$ 39.31
			Svc/Parks Landscaping 12/23	12/23(A)	\$ 2,815.91
			Svc/Parkway Maint 12/23	12/23(B)	\$ 12,322.53
			Svc/Storm Drain 12/23	12/23	\$ 659.92
64306	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 2,013.46			
			Supplies/Maint 11/23	1/5/24	\$ 2,013.46
64307	102993 - ITERIS, INC	\$ 1,080.00			
			Svc/Maintain CCTV Network 11/23	165116	\$ 1,080.00
64308	933 - LSA ASSOCIATES, INC	\$ 12,054.00			
			Consult/Mitigated Negative Declaration/5665 Plaza Dr11/23	191313	\$ 4,712.00
			Consult/Mitigated Negative Declaration/Business Park 11/23	191291	\$ 7,342.00
64309	109168 - MACADEE ELECTRICAL CONSTRUCTION, INC	\$ 33,601.46			
			Final/Install/Wireless Comm & Speed Signs/Orangewood & Holder	5521	\$ 33,601.46
64310	914 - MCSHANE, CHRISTOPHER	\$ 148.00			
			Meals/CA Assoc of Tactical Officers 12/3-12/6	Reimb 1/5/24	\$ 148.00
64311	109155 - MOTION PICTURE LICENSING CORP	\$ 413.25			
			Motion Picture Licensing/Sr Center 1/16/24-1/15/25	504430815	\$ 413.25
64312	832 - MULTQUIP, INC	\$ 10,312.19			
			Water Trailer(1)/Unit #204 12/18	94064717	\$ 10,312.19
64313	1597 - NEXXSOL CORPORATION	\$ 236.72			
			W/C Adobe Acrobat Pro(2 Licenses) 11/9/23-11/9/24	3538	\$ 236.72
64314	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 67,454.43			
			Sewer Connect Fees 12/23	12/23	\$ 67,454.43
64315	2099 - PANELLA, NATHAN	\$ 72.00			
			Meals/Advanced Roadside Impaired Driving Enforcement 4/17-4/18	Reimb 1/5/24	\$ 24.00
			Meals/Drug Influence 5/15-5/17	Reimb(B) 1/5/24	\$ 36.00
			Meals/First Aid/CPR Refresher 5/3	Reimb(A) 1/5/24	\$ 12.00

City of Cypress
Payment Register
10/07/23-01/05/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64316	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 496.74			
			Svc/Car Wash/PD(37)/PW(2) 11/23	2164	\$ 496.74
64317	1310 - PRESTI, CAMERON	\$ 135.00			
			Reimb/CA Assoc of Tactical Officers 12/3-12/6	Reimb 1/5/24	\$ 135.00
64318	2352 - PSA PRINT GROUP PRINTING & MAILING SERVICES INC	\$ 2,162.99			
			Svc/Print/Traffic Citation Notice to Appear(10K) 12/14	31982	\$ 2,162.99
64319	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	\$ 15,450.00			
			PD Svc/Background Checks(11) 12/23	5531	\$ 15,450.00
64320	122088 - RIO HONDO COLLEGE - ACCT OFFICE	\$ 178.00			
			PD Reg/Field Training Officer/YS & CS 1/16-1/20	PD Reg 1/16-1/20	\$ 178.00
64321	2031 - SDI PRESENCE LLC	\$ 2,385.70			
			W/C Svc/Monitor IT/CAD System 11/23	14530	\$ 2,385.70
64322	1999 - SIRIGOS, ARTEMIOS	\$ 12.00			
			Meals/Homeless Liaison Officer 12/6	Reimb 1/5/24	\$ 12.00
64323	119016 - SO CAL EDISON	\$ 3,329.25			
			700134894611 - Svc/Traffic Signal 12/23	12/23(A)	\$ 23.64
			700564248438 Svc/Traffic Signals 11/23	11/23(E)	\$ 3,305.61
64324	119017 - SO CAL GAS CO	\$ 1,674.18			
			00840909006 Svc/Comm Center 12/23	12/23(G)	\$ 165.22
			08131074000 Svc/Storm Drain 12/23	12/23(A)	\$ 23.32
			08610884002 Svc/AC Park 12/23	12/23(H)	\$ 43.14
			12600890003 Svc/Maint Yard 12/23	12/23(I)	\$ 143.97
			13230923008 Svc/Storm Drain 12/23	12/23(D)	\$ 20.11
			14011061398 Svc/Storm Drain 12/23	12/23(B)	\$ 43.21
			16111070716 Svc/Storm Drain 12/23	12/23(C)	\$ 32.38
			18690942000 Svc/Sr Center 12/23	12/23(E)	\$ 159.90
			19530910009 Svc/City Hall 12/23	12/23(F)	\$ 1,042.93
64325	1454 - SOFTWAREONE, INC	\$ 14,106.40			
			W/C Microsoft Licenses(28)/Email & Servers 12/31/23-12/30/24	US-PSI-1419314	\$ 14,106.40
64326	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	\$ 665.26			
			Fee/Generator Emissions/PS #3 2023-24	4273150	\$ 160.35
			Fee/Generator/PS #3 2023-24	4269318	\$ 504.91
64327	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00			
			PD Svc/Shredding 12/18	243152	\$ 65.00
64328	125888 - SPARKLETTS	\$ 63.84			
			Sr Center Bottled Water 11/23	4104716 11/23	\$ 11.97
			W/C Bottled Water 11/23	4089647 11/23	\$ 51.87
64329	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00			
			PD Svc/Employee Counseling 12/23	89315	\$ 1,000.00
64330	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 291.04			
			PD Uniform/VIP BPerikli	7677	\$ 291.04

**City of Cypress
Payment Register
10/07/23-01/05/24**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
64331	129595 - VERIZON WIRELESS - CA	\$ 79.98	Cell Svc/Rec 12/23	12/23	\$ 79.98
64332	0 - ELITE SOCCER CLUB	\$ 150.00	Refund/Facility Deposit/Contract #8132	Rfd 1/5/24	\$ 150.00
64333	0 - LEE, KEITH	\$ 100.00	Refund/Facility Deposit/Contract #8269	Rfd 1/5/24	\$ 100.00
64334	0 - MAGSAMBOL, INA	\$ 300.00	Refund/Facility Deposit/Contract #6919	Rfd 1/5/24	\$ 300.00
62066	0 -PULU, POSESE	\$ (500.00)	Refund/Recycling Deposit/4282 Marion Ave	Rfd 3/17/23	\$ (500.00)
63653	1095 - TYLER TECHNOLOGIES, INC - NEW WORLD	\$ (74,293.92)	Refund/Software Maint/New World Systems 8/1/23-7/31/24	045-424714	\$ (74,293.92)
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)
63884	2171 - CENTENO, TIFFINY	\$ (24.00)	Meals/Patrol Rifle Course 12/22-12/23	Reimb 1/6/23	\$ (24.00)
63885	0 - KNIGHTS OF COLUMBUS	\$ (50.00)	Refund/Temporary Use Permit	Rfd 2/17/23	\$ (50.00)
63886	0 - LEE, JOHN	\$ (150.00)	Refund/Facility Deposit/Contract #6833	Rfd 3/31/23	\$ (150.00)
64013	1937 -GOVERNMENT TRAINING AGENCY	\$ (460.00)	PD Reg/Online Court and Temporary Holding Facilities(4) 12/4	PD Reg 12/4	\$ (460.00)
64015	1133 -GRANICUS SWAGIT PRODUCTIONS	\$ (9,497.90)	Software Maint/City Website 10/1/13-9/30/24	170847	\$ (9,497.90)
64041	110745 -ORANGE COUNTY CITY MANAGERS ASSOC-OCCMA	\$ (325.00)	Reg/OCCMA Holiday Lunch/PG & SS & AF & CD & AS 12/6	Reg 12/6/23	\$ (325.00)
Total EFTs		\$ 4,329,239.06			\$ 4,329,239.06
Total Warrants		5,693,347.65			5,693,347.65
Transfer to Payroll (W1513)		823,904.52	Payroll 09/29/23-10/13/23		823,904.52
Transfer to Payroll (W1514)		746,200.84	Payroll 10/13/23-10/27/23		746,200.84
Transfer to Payroll (W1515)		814,060.85	Payroll 10/27/23-11/10/23		814,060.85
Transfer to Payroll (W1516)		805,609.12	Payroll 11/10/23-11/24/23		805,609.12
Transfer to Payroll (W1517)		252,024.05	Special Payroll 12/07/23		252,024.05
Transfer to Payroll (W1518)		809,900.06	Payroll 11/24/23-12/08/23		809,900.06
Transfer to Payroll (W1519)		758,477.46	Payroll 12/08/23-12/22/23		758,477.46
Grand Totals		\$ 15,032,763.61			\$ 15,032,763.61



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Fred Galante, City Attorney

DATE: 01/22/2024

SUBJECT: Conduct a Public Hearing to Take Testimony Regarding the Composition of Potential City Council Election Districts

RECOMMENDATION

1. Hold a public hearing to take testimony on neighborhoods and communities of interest; and
2. Provide direction on the draft City Council election district maps and sequence of elections.

DISCUSSION

On January 10, 2024, the City Council adopted Resolution No. 6953 initiating the process to transition from an at-large election system to a by-district election system. This change will create five districts, with each district having a single City Council representative who must reside within that district. The City Council retained National Demographics Corporation (NDC) to lead the community through the process of establishing districts. NDC has served hundreds of local governments since its founding in 1979. The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert in California, having performed demographic assessments of and/or moves to by-district elections for over 350 jurisdictions. NDC has completed more than 450 districting or redistricting projects with counties, school districts, cities, water districts, and other local jurisdictions. Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.

The first step in the transition process is two public hearings to solicit input on the composition of City Council districts. These hearings are January 22, 2024 and January 29, 2024. The public is requested to provide testimony about Cypress' communities of interest and other local factors that should be considered while drafting district boundaries. A community of interest is a neighborhood or geographic area that would benefit from being in

the same City Council district because of shared interests or characteristics. A community of interest may include, but is not limited to:

- Areas around parks, rivers, hills, and other landmarks
- Proximity to highways or major roads
- Common neighborhood activities, concerns, or issues
- Shared demographic characteristics, including:
 - Levels of education and income
 - Languages spoken
 - Housing type (rented or owned) and density (multifamily or single family)

In creating district boundaries, the City must comply with federal and state-mandated criteria:

Federal

1. Each district shall contain a nearly equal population.
2. Each district shall be drawn in a manner that complies with the Federal Voting Rights Act.
3. No district shall be drawn with race as the predominate factor (Shaw v. Reno, 509 U.S. 630 1993).

State

1. Districts shall be geographically contiguous.
2. Districts shall be drawn in a manner that minimizes the division of neighborhoods and local communities of interest.
3. District boundaries shall be easily identifiable and understandable by residents.
4. Districts shall be drawn to encourage geographical compactness.
5. Districts shall not favor or discriminate against an incumbent, political candidate, or political party.

NEXT STEPS

As required by the agreement with plaintiffs Nagpal, Shapiro and Southwest Voter Registration Education Project, after the January public hearings, the City will hold public hearings on proposed district boundary maps on February 12, 2024 and February 26, 2024. NDC will draft maps, independent of the City, and NDC's maps will be available for public review for at least seven days before the each February public hearing.

Community members are encouraged to submit maps for City Council consideration at the public hearings. Maps submitted by community members are due February 1 to provide NDC time to process them. All maps submitted by community members, even those that do not adhere to legally-required criteria, will be posted and available for public review.

If the City Council directs changes to the map(s) at the February 12 public hearing, revised map(s) will be posted and available at least seven days before the February 26 public hearing.

BUDGET IMPACT

None.

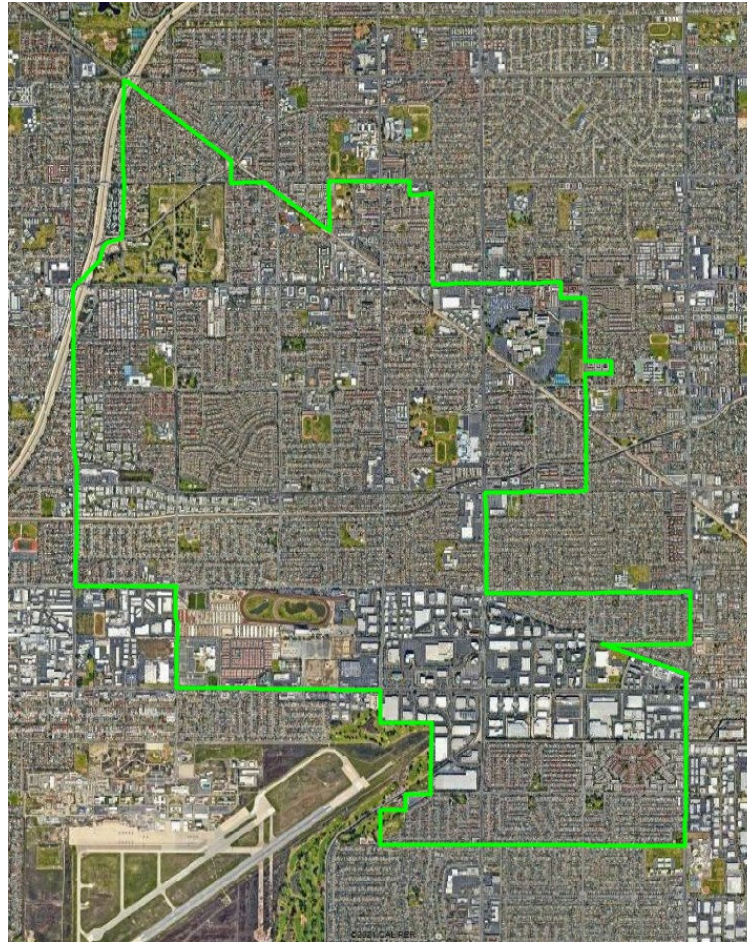
LEGAL REVIEW

This report has been reviewed by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Presentation



City of Cypress

Introduction to Districting

January 22, 2024

Dr. Justin Levitt, Vice-President
National Demographics Corporation

Election Systems

1. “At Large”
2. “From District” or “Residence” Districts
3. “By District”

**The California Voting Rights Act
was written to specifically
encourage by-district elections.**

California Voting Rights Act (CVRA)

- ❑ Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.
- ❑ The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by eliminating two of the US Supreme Court Gingles tests:
 - ~~❑ Can the protected class constitute the majority of a district?~~
 - ❑ Does the protected class vote as a bloc?
 - ❑ Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
 - ~~❑ Do the “totality of circumstances” indicate race is a factor in elections?~~
- ❑ Liability is now determined only by the presence of racially polarized voting and dilution of the protected class’s voting strength

CVRA Impact

❑ Switched (or in the process of switching) as a result of CVRA:

- ❑ At least 240 school districts
- ❑ 34 Community College Districts
- ❑ 160+ cities
- ❑ 1 County Board of Supervisors
- ❑ Over 50 special districts.

❑ Cases So Far:

- ❑ Palmdale, Santa Clara and Santa Monica went to trial on the merits. Palmdale and Santa Clara lost. Santa Monica is awaiting a decision.
- ❑ Modesto and Palmdale each spent about \$1.8 million on their defense (in addition to the attorney fee awards in those cases).
- ❑ Santa Monica has spent an estimated \$7 million so far. Plaintiffs in Santa Monica requested \$22 million in legal fees after the original trial.

❑ Sample settlements:

- ❑ Palmdale: \$4.7 million
- ❑ Modesto: \$3 million
- ❑ Highland: \$1.3 million
- ❑ Anaheim: \$1.1 million
- ❑ Whittier: \$1 million
- ❑ Santa Barbara: \$600,000
- ❑ Tulare Hospital: \$500,000
- ❑ Camarillo: \$233,000
- ❑ Compton Unified: \$200,000
- ❑ Madera Unified: about \$170,000
- ❑ Hanford Joint Union Schools: \$118,000
- ❑ Merced City: \$42,000

❑ An estimated \$16 million in total settlements and court awards so far.

Districting Process

Step	Description
Two Initial Hearings January 22 & January 29	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
Release draft maps February 5	Maps must be posted at least 7 days prior to 3 rd hearing.
Two hearings on draft maps February 12 & February 26	Two meetings to discuss and revise the draft maps and to discuss the election sequence.
Map adoption	Map adopted via ordinance or resolution. Final map must be posted at least 7 days prior to adoption.

Districting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria

In prioritized order:

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

3. California Prohibition

“Shall not adopt election district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.”

4. Other Traditional Districting Principles

Future population growth

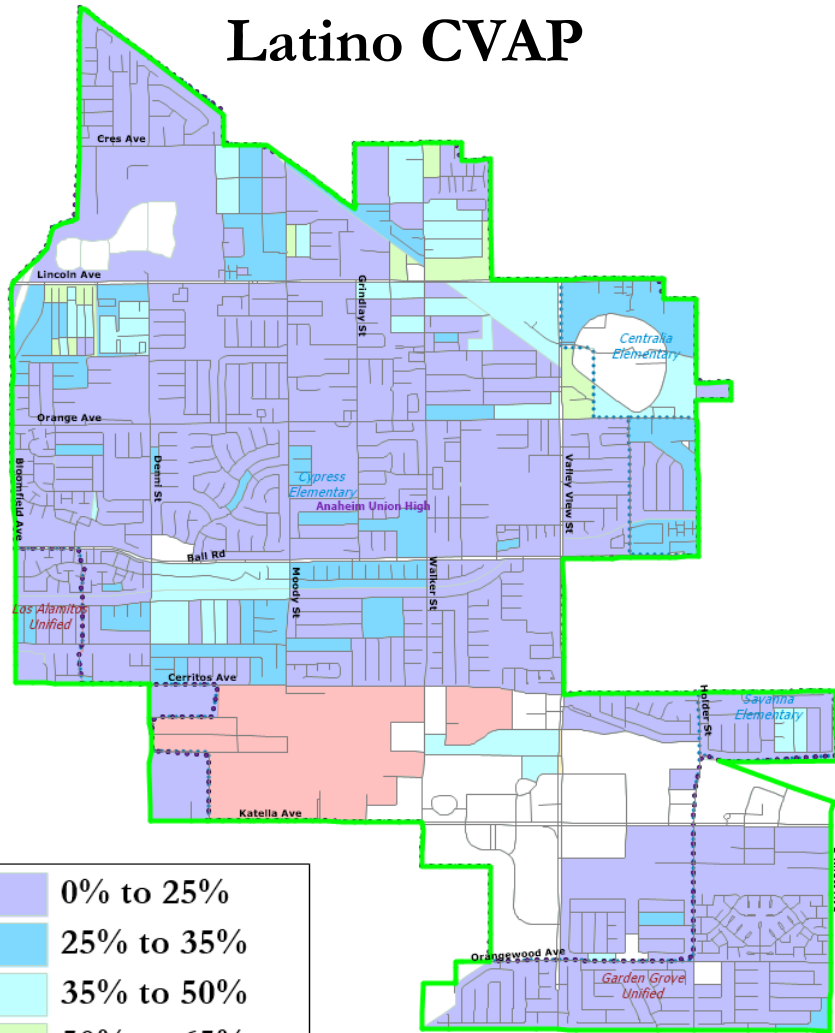
Demographic Summary

Each of the 5 districts must contain about 10,057 people.

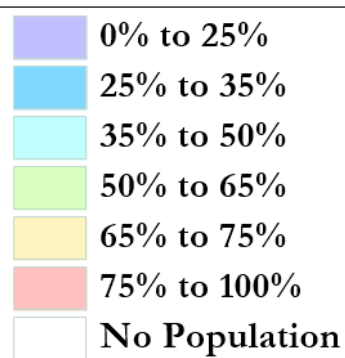
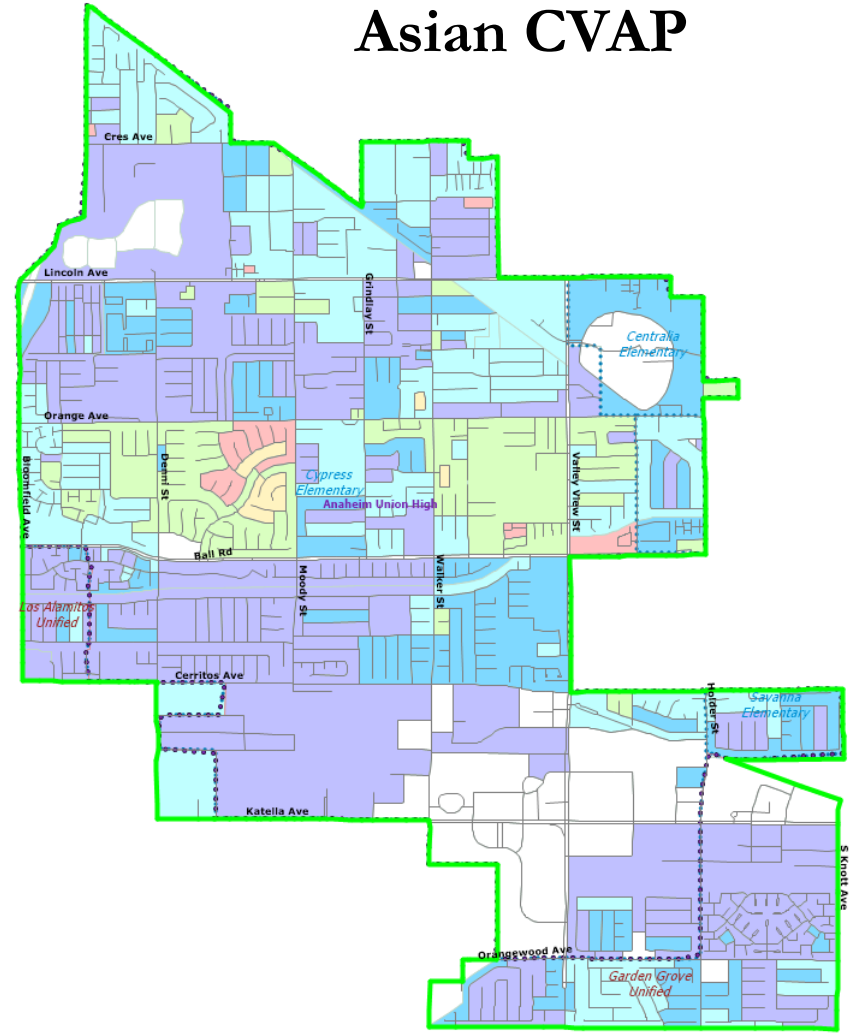
Category	Field	Total	Category	Field	Total
2020 Census	Total Population	50,235	Age	age0-19	26%
Total Pop.	Hispanic/Latino	21%		age20-60	52%
	NH White	33%		age60plus	22%
	NH Black	4%	Immigration	immigrants	30%
	NH Asian/Pac.Isl.	40%		naturalized	64%
	NH Native Amer.	1%	Language spoken at home	english	57%
Citizen Voting Age Pop	Total	33,010		spanish	11%
	Hisp	18%		asian-lang	26%
	NH White	43%		other lang	6%
	NH Black	3%	Language Fluency	Speaks Eng. "Less than Very Well"	16%
	Asian/Pac.Isl.	34%		hs-grad	42%
	Native Amer.	1%	Education (among those age 25+)	bachelor	31%
Voter Registration (Nov 2022)	Total	30,863		graduatedegree	18%
	Latino est.	20%	Child in Household	child-under18	38%
	Spanish-Surnamed	18%	Pct of Pop. Age 16+	employed	64%
	Asian-Surnamed	20%	Household Income	income 0-25k	9%
	Filipino-Surnamed	3%		income 25-50k	11%
	NH White est.	53%		income 50-75k	11%
	NH Black	4%		income 75-200k	52%
Voter Turnout (Nov 2022)	Total	17,146		income 200k-plus	16%
	Latino est.	17%	Housing Stats	single family	80%
	Spanish-Surnamed	15%		multi-family	20%
	Asian-Surnamed	18%		rented	30%
	Filipino-Surnamed	2%		owned	70%
	NH White est.	59%	Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2017-2021 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database. "Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate.		
Voter Turnout (Nov 2020)	NH Black est.	4%			
	Total	26,171			
	Latino est.	19%			
	Spanish-Surnamed	17%			
	Asian-Surnamed	18%			
	Filipino-Surnamed	3%			
	NH White est.	57%			
	NH Black est.	4%			

Latino & Asian CVAP

Latino CVAP



Asian CVAP



Asians are concentrated between Orange Ave. and Ball Rd. There is some slight Latino concentrations along Lincoln Ave. and Katella Ave.

Defining Neighborhoods

1st Question: How do you describe or name the area where you live?

2nd Question: What are its geographic boundaries?

What other neighborhoods are there?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks



Defining Communities of Interest

California Elections Code Section 21130(c)(2):

A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.

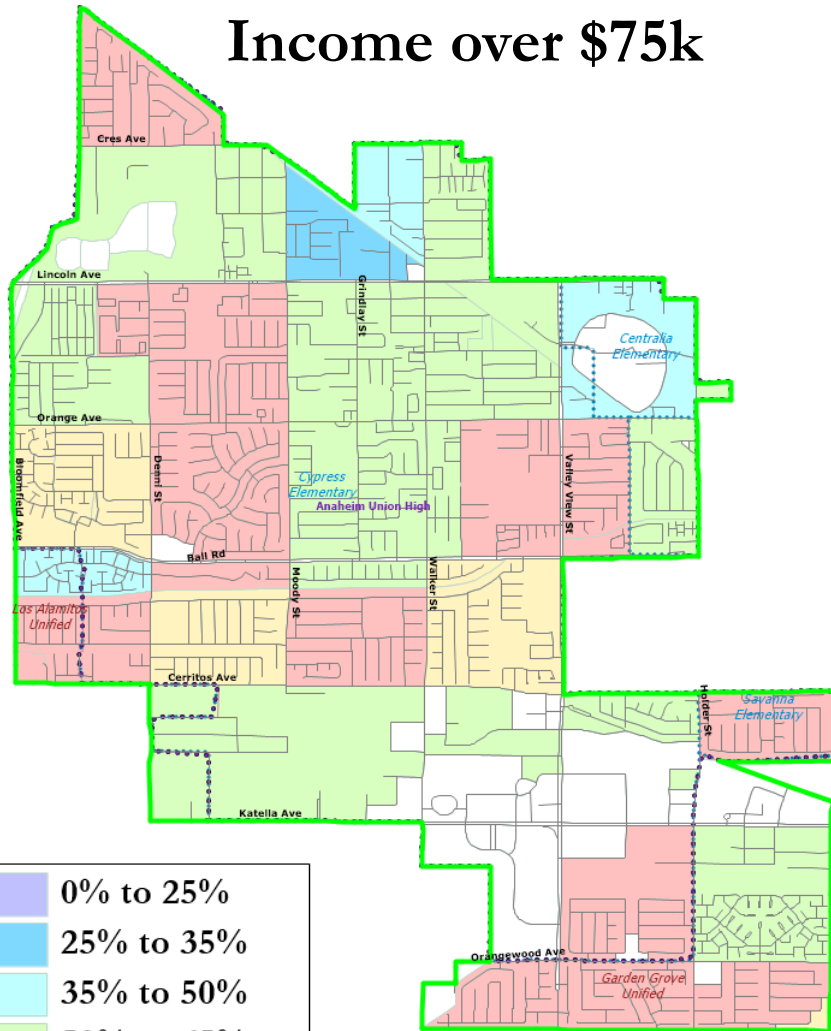
The shared interests may include (but are not limited to):

- ❑ Shared public policy concerns such as education, public safety, public health, environment, housing, transportation, and access to social services. cultural districts;
- ❑ Shared socioeconomic characteristics;
- ❑ Similar voter registration rates and participation rates; and /or
- ❑ Shared histories.

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

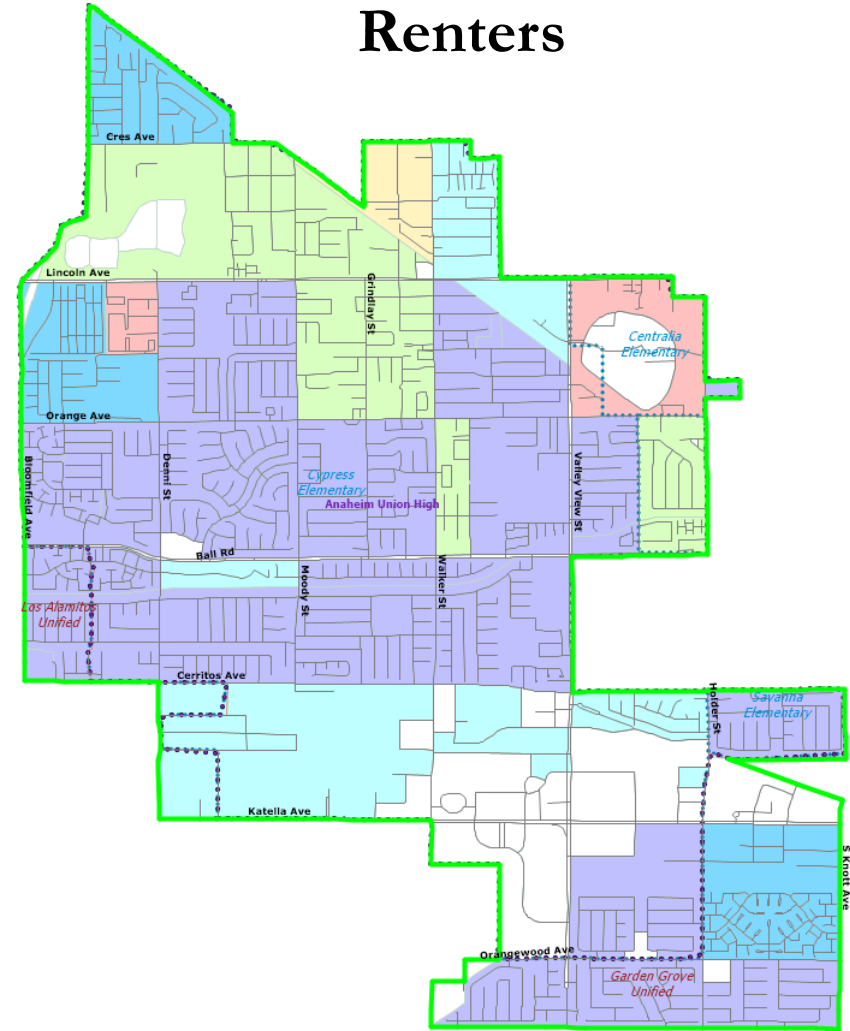
Other Socio-Economic Demographics

Income over \$75k

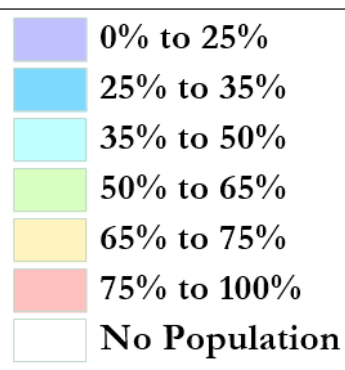


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Renters



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Public Mapping and Map Review Tools

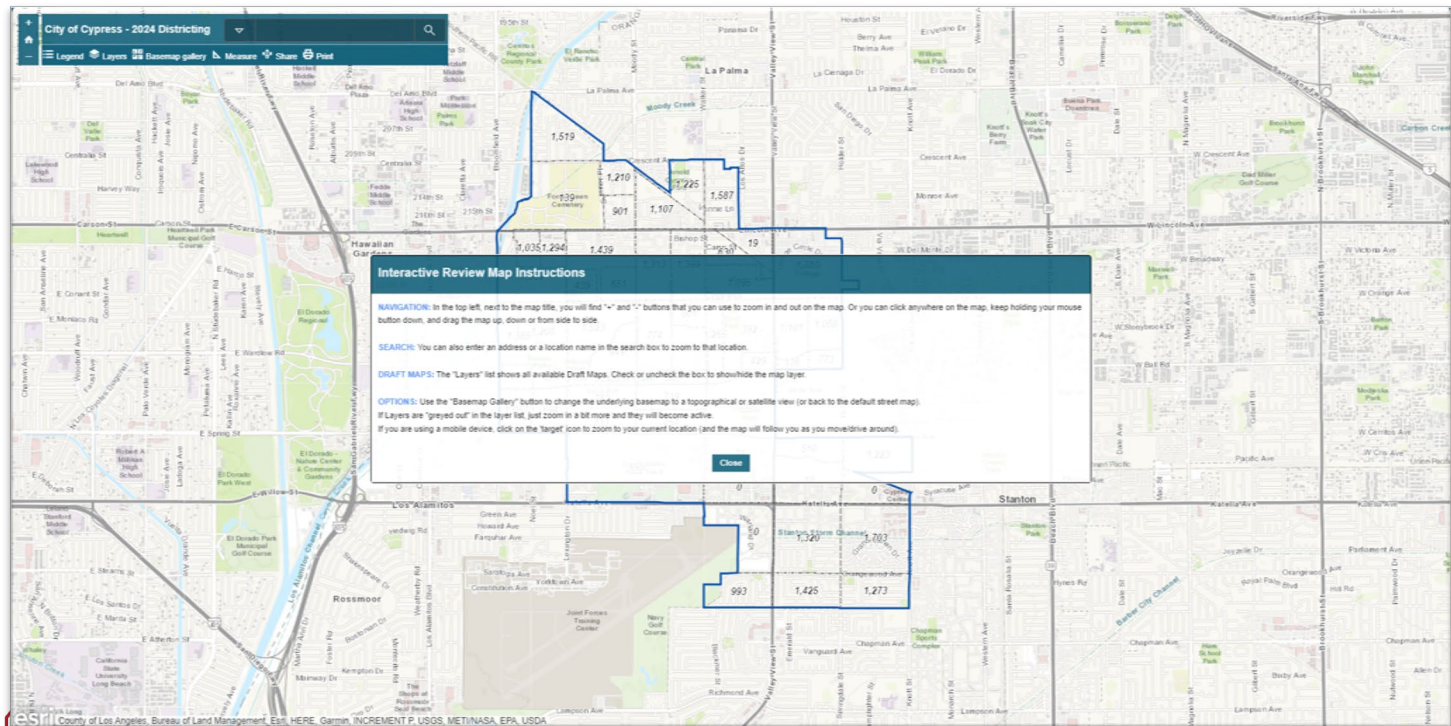
- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
 - Simple “review draft maps” tool
 - Paper-based simple “Draw a draft map or community” tool
 - Powerful, data-rich online “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, the paper kit, or just draw on a napkin, we welcome your maps!

Simple Map Review Tool

Online Interactive Review Map

- ESRI's “ArcGIS Online” – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of “community of interest” and other data



Simple Map Drawing Tool

Paper “Public Participation Kit”

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

**City of Cypress - Districting 2024
Public Participation Kit**

Name: _____

Phone and/or email: _____

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population. The population of each of the 5 districts must be close to 10,050, with no more than a 1,005 difference between the largest and smallest.

An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

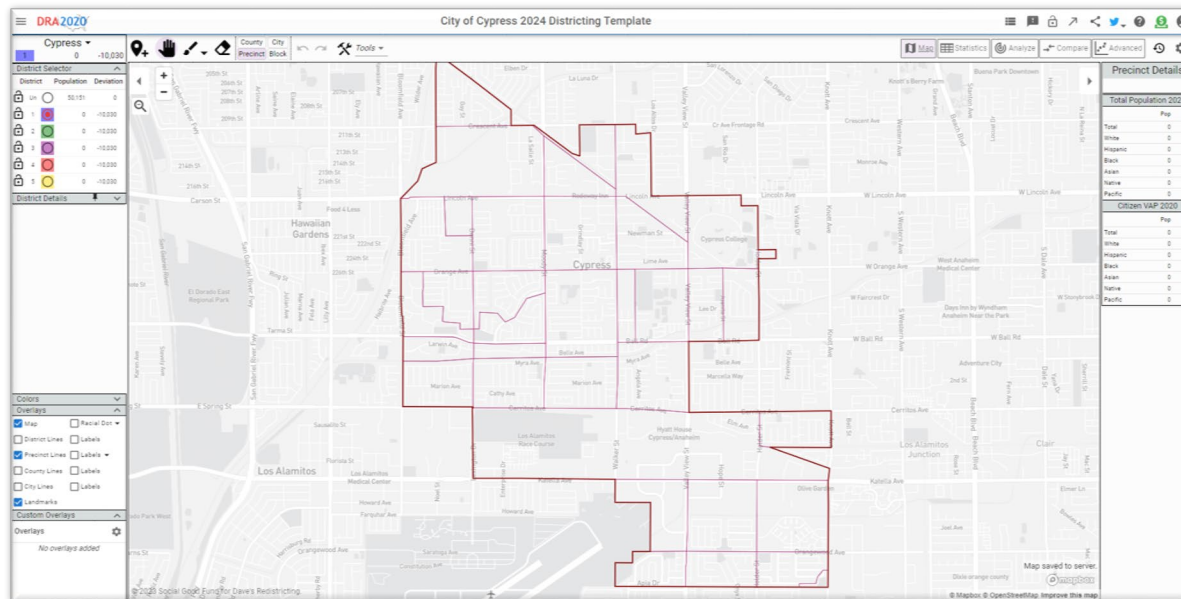
Please use a thick dark-colored pen to draw your map, then submit it at City Hall or by email to mapcypress@cypressca.org. You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

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Online Map Drawing Tool

Simple “paintbrush & eraser” tool. A 4-minute “how-to” video is on the website.

- Full demographic data available
- Create, collaborate and share your map
- Remember: you must send in the link to your map when you finish or the City has no way to know you drew a map.



Your Turn:

1. What area do you consider your neighborhood?
2. What are your “communities of interest”?

For each answer, please provide:

- ☐ Geographic boundaries
- ☐ The history or defining shared characteristic of the area

In the absence of public testimony, planning records and other similar documents may provide definition.

3. Any other questions about the process, criteria, maps, or any other part of this process?



Share Your Thoughts

Website

<https://mapcypress.org/>

Phone

(714) 229-6700

Email

mapcypress@cypressca.org