AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
March 10, 2026
6:00 P.M.

www.cypressca.org

5275 Orange Avenue
Cypress, California

Individuals interested in speaking at a City Council meeting may find participation instructions on the last page of the agenda.

CALL TO ORDER
6:00 P.M.
City 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 Leo Medrano
Mayor Pro Tem Kyle Chang
Council Member Bonnie Peat
Council Member David Burke
Council Member Rachel Strong Carnahan

INVOCATION
Pastor Mike McKay, Cypress Neighborhood Church

PLEDGE OF ALLEGIANCE
The pledge of allegiance will be led by a member of the City Council.

PRESENTATIONS
GFWC Woman's Club of Cypress Celebrating 60 Years of Volunteer Service in Cypress

ORAL COMMUNICATIONS

This portion of the meeting is set aside for public comments regarding any matter within the jurisdiction of the City Council. Comments on non-agenda items will be heard at this time. Comments related to a specific agenda item will be heard following the staff report for that item and prior to the City Council action, unless the speaker prefers to make the comment during the general public comment period. The City Council cannot discuss or take action on matters not on the agenda for this meeting, but Council members may provide brief responses. 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 or City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Time allotted for public comment (subject to change by the presiding officer).

General Public Comment (not on agenda): 3 minutes
Consent Calendar (any or all items): 3 minutes
Agenda Items (not on consent calendar): 3 minutes per item

CONSENT CALENDAR ITEMS 1 - 7

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. Approval to Submit Application for Recognition by Caltrans as a "Clean California Community"

Prepared by: Sean Joyce, Interim City Manager

Recommendation: Authorize the Mayor to electronically submit the pledge as described in the attached application.

2. Appointment of City Treasurer

Prepared by: Stephanie Sikkema, Director of Finance and Administrative Services

Recommendation: Approve the appointment of Stephanie Sikkema, Director of Finance and Administrative Services, as Treasurer of the City of Cypress effective March 17, 2026.

3. Approve an Agreement for On-Call Solid Waste Consulting Services

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:
1. Approve an agreement with CityGreen Consulting, LLC, for on-call solid waste consulting services; and

2. Authorize the City Manager to approve annual task orders under this Agreement, in an amount not to exceed the adopted annual budget for solid waste consulting services.

4. Approve an Agreement for On-Call Stormwater/Water Quality and Fats, Oils, and Grease (FOG) Program Management, Plan Review and Inspection Services

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:
1. Approve an agreement with Charles Abbott Associates, Inc. for on-call Stormwater/Water Quality and Fats, Oils, and Grease (FOG) program management, plan review and inspection services; and

2. Authorize the City Manager to approve annual task orders under this agreement, in an amount not to exceed the adopted annual budget for stormwater/water quality and FOG services.

5. Accept the Arnold Cypress Park Rehabilitation, Project 308

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:
1. Accept the Arnold Cypress Park Rehabilitation, Project 308, in the amount of $29,739,898.14 and approve the final payment of $350,000 to Los Angeles Engineering, Inc.; and

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

6. Approve Updates to the Contribution Policy for Non-Profit Organizations

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

Recommendation: Approve Updates to the Contribution Policy for Non-Profit Organizations.

7. Approve Short-Term Amended and Restated Agreements with Cypress School District for Community Park Sites at Damron and Vessels School Properties

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

Recommendation:
1. Approve an amended and restated joint use agreement with Cypress School District for a community park site at 5400 Myra Avenue, Cypress known as the former Damron School Site; and

2. Approve an amended and restated joint use agreement with Cypress School District for a community park site at 5900 Cathy Avenue, Cypress located next to Frank Vessels Elementary School.

NEW BUSINESS

8. Adopt the Strategic Plan and 2026 Objectives

Prepared by: Jason Machado Senior Management Analyst

Recommendation: Adopt the Strategic Plan and 2026 Objectives.

ITEMS REMOVED FROM CONSENT CALENDAR

CONTINUED ITEMS 9 - 10

9. Adopt the 2026 Federal and State Legislative Platform

Prepared by: Jason Machado, Senior Management Analyst

Recommendation: Adopt the 2026 Federal and State Legislative Platform.

10. Adoption of Media Relations Policy

Prepared by: Sean Joyce, Interim City Manager

Recommendation: Approve the attached proposed media relations policy guiding how the City will initiate and respond to media concerning city operations and City Council policy deliberations/decisions.

ITEMS FROM CITY COUNCIL MEMBERS ITEMS 11 - 12

11. Discussion of Mayor Pro Tem Chang's Proposal to Consider Adopting a Resolution Announcing Its Commitment to End Child Marriage

Prepared by: Sean Joyce, Interim City Manager

Recommendation: Discuss Mayor Pro Tem Chang's suggestion to ask staff to prepare a resolution announcing the City of Cypress' commitment to end child marriage by calling for a state “18 NO EXCEPTIONS” law.

12. Discussion of Mental Health Resources Available to Cypress Residents Proposed by Council Member Strong Carnahan

Prepared by: Jason Machado, Senior Management Analyst

Recommendation: Discussion of mental health resources available to Cypress residents proposed by Council Member Strong Carnahan.

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

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Tuesday, March 24, 2026, beginning at 5:30 p.m. in the Executive Board Room. Council Members and the public should promptly exit the meeting room following adjournment.

I, Lisa Berglund, City Clerk, 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 March 4, 2026.

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/6777290071828760926. Advanced registration is recommended. Kindly mute television or streaming devices you may have on in the background so you can hear when you are queued to speak in real time. This helps avoid delays caused by the meeting's 10-second broadcast delay.

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 meeting record.

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 (415) 655-0060 and entering Access Code 735-683-970. No registration or audio pin is necessary.

INVOCATION POLICY

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

AMERICANS WITH DISABILITIES ACT

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

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **1.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Approval to Submit Application for Recognition by Caltrans as a "Clean California Community"**

RECOMMENDATION

Authorize the Mayor to electronically submit the pledge as described in the attached application.

DISCUSSION

In late January, Public Works Director Nick Mangkalakiri and I were contacted by Co-President of the General Federation of Women's Club (GFWC) of Cypress, Patricia Boggs, expressing an interest in collaborating with City staff to obtain from Caltrans a designation as a "Clean California Community." When meeting with to discuss this proposition in early February with Club 1st Vice-President Michele Pourtmour and Club Environmental Chair, Mary Button, it was immediately apparent that such a collaboration would serve the community well by articulating all that Cypress is already doing to beautify our community and describing that which are inspired to undertake as we collaborated to assemble our application packet.

Clean California Community designation requires that communities meet 10 of 15 criteria (see attached), many of which are compatible with existing City endeavors or otherwise can be achieved with relatively little additional effort. It is noted that GFWC Cypress plans to collaborate with the Cypress High School Environmental Club to facilitate community clean-up efforts.

Potential benefits of Clean California Community include the following:

- Personalized "You are Entering a Clean California Community" signage with the Clean California City logo.
- Recognition on state websites and social media posts, and state-partnered media outreach.
- Access to national grant opportunities, educational materials, and volunteer clean-up

kits from Clean California partner, Keep America Beautiful.

BUDGET IMPACT

There is no cost associated with submittal of the application.

Costs associated with program implementation are de minimis inasmuch as the City is either already performing the identified tasks or had planned to do so independent of this application and associated beautification programming.

LEGAL REVIEW

None requested.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Clean City application

CLEAN CALIFORNIA COMMUNITY

City of Cypress – Designation Checklist

1. ***Sign the Pledge*** *– Designate a community leader to e-sign the pledge. For a town, this could be a mayor; for an organization it could be the Executive Director, for a school it could be a principal, for a district a supervisor, and so on.*

   Completed – The Mayor will e-sign the pledge.

2. ***Advisory Body*** *– Establish an informal Clean CA committee or some other advisory body. This could also be an existing committee.*

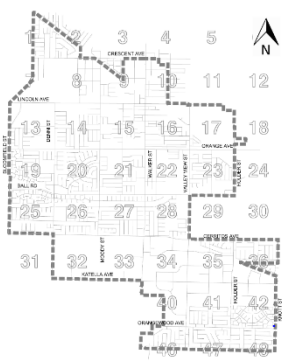
   Completed – The City of Cypress has partnered with the Woman's Club of Cypress who has an advisory board dedicated to improving our community and addressing critical areas of concern. The Advisory Board meets regularly to provide input on project priorities and outreach strategies.

3. ***Community Input*** *– Get community input through a public meeting, survey, special event, virtual call or another means of gathering feedback from the public on your community's approach.*

   Completed – Community input was gathered at the March 4, 2026 Advisory Board Meeting of the Woman's Club of Cypress and again on March 10, 2026 at the City of Cypress City Council meeting. In addition, the Woman's Club is using social media to promote the Clean California Community program and solicit public input, including reports of litter in their area. Community members are encouraged to provide feedback in the comments section so updates can be shared with staff on a regular basis.

4. ***Litter Assessment*** *– Conduct an initial litter assessment to establish your baseline and identify litter hotspots in your community.*

   Completed – Each week, the Public Works Maintenance Division prepares detailed reports on ongoing efforts to maintain cleanliness at four identified hot spots, as well as throughout the city. Litter assessment is a daily, ongoing activity, with conditions naturally fluctuating from day to day, month to month, and season to season. To ensure consistent coverage, the city is divided into grids that allow staff to regularly monitor and evaluate conditions in all neighborhoods. This systematic approach helps identify emerging problem areas early and ensures timely response to keep the community clean and well maintained.



5. ***Community Education*** *– Educate the broader public on the impacts and solutions to litter by providing signage, educational programs, or other public awareness & behavior change strategies.*

Completed – The City has kicked off a clean-up campaign on its social media channels, featuring Binny, a friendly recycling bin character dedicated to keeping Cypress beautiful. Binny shares tips on proper waste disposal, educates the public about the impacts of litter, and highlights options for disposing of trash and e-waste. In addition, flyers and notices have been distributed in areas experiencing higher levels of litter.







Public Works has also installed signs in alleys and other areas prone to illegal dumping. These signs serve as reminders not to leave trash or bulky items in public spaces. By placing them in locations where dumping is most frequent, we help keep neighborhoods clean and reduce blight.

6. ***Youth Education*** *– Provide K-12 educational programs to help inform anti-littering behaviors among the youngest generations. Communities can leverage the K-12 Clean CA educational resources to meet this requirement.*

Completed – The Woman's Club of Cypress has partnered with the ASB and Environmental Clubs at Lexington Junior High School and Cypress High School to support community clean-up efforts, host recycling events, and ensure students are informed, engaged, and actively involved in promoting a cleaner community.

7. ***Infrastructure*** *– Place anti-littering infrastructure in key locations. This can include trash and recycling bins that are emptied regularly, or utilizing street sweeping to clean as you go.*



Completed – The City maintains a clean environment by strategically placing trash cans throughout Cypress, which are emptied regularly by city staff or the contracted trash hauler. Supporting this effort is a comprehensive street sweeping program, with two sweepers covering all areas of the city on a weekly schedule. In high-traffic locations, BigBelly smart trash and recycling bins have also been installed to help manage waste more efficiently.





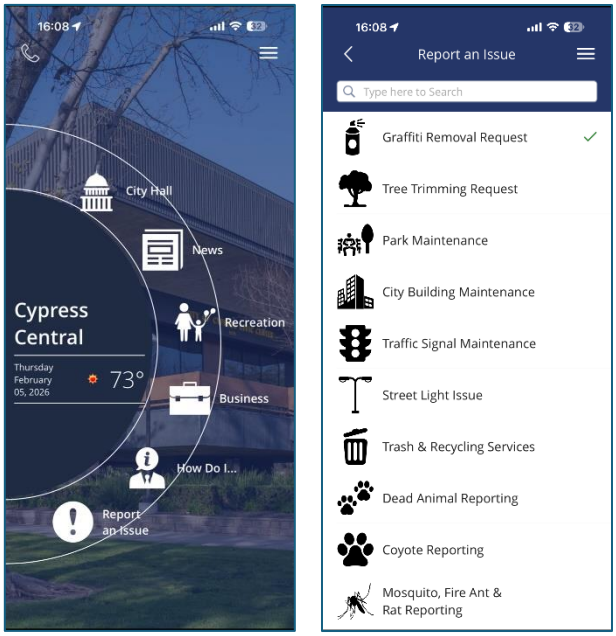


Additionally, In partnership with H2OC and the Orange County Stormwater Program, the City of Cypress combined public education with stormwater infrastructure improvements at the newly redeveloped Arnold Cypress Park. Stormwater runoff is treated on-site through four modular wetland systems before entering the storm drain system, helping capture pollutants and litter before they reach the ocean. Educational signage, along with custom storm drain plaques and stencils featuring QR codes to the H2OC website, reinforces proper stormwater practices and the importance of keeping trash and debris out of our waterways.

8. ***Enforcement*** – *Establish policies, technologies or programs that prevent or deter future littering.*

Completed – Various city ordinances prohibit the dumping of litter, pet waste, oil, cigarettes, paint, and other materials onto streets or into gutters. Routine street sweeping removes trash and debris daily, helping prevent litter from entering storm drains and impacting local waterways. The City is also exploring new ordinances that would allow for the impounding of vehicles involved in illegal dumping.

Residents can report litter, illegal dumping, graffiti, and other code violations through the Cypress Central app. All reports are promptly addressed by Public Works or Code Enforcement.



9. ***Long-Term Planning*** – *Hash out a long-term plan or strategy to ensure the sustainability of your efforts so that your community stays clean.*

Completed – The City will maintain a long-term, sustainable approach to keeping the community clean through continued outreach, enforcement, and strategic investments. Ongoing education and outreach efforts will promote proper waste disposal and community pride, supported by increased enforcement to deter illegal dumping and repeat violations.

Cleanup events will continue to be held regularly, with additional events planned as needed. The City will also move forward with projects to plant trees, enhance landscaping, and beautify green spaces throughout the community.



To address illegal dumping, the City will take a phased approach that includes deploying mobile camera trailers, implementing physical improvements such as landscaping and fencing, and adjusting strategies based on results. Together, these efforts will help ensure a clean, attractive, and well-maintained community over the long term.

10. ***Greening and Beautification*** *– Complement cleanups by implementing greening and beautification activities – plant trees, gardens or flower beds, or create public art to make your community more vibrant.*



Completed – Throughout the year, the Public Works Department leads numerous beautification efforts across the city's public spaces. This includes an annual tree planting initiative, which adds over 100 trees at various locations, as well as ongoing maintenance of parkways and medians with drought-tolerant, California-native plants. The City takes pride in revitalizing green spaces and ensuring they remain welcoming and accessible to all residents.

11. ***Collection Drives*** *– Schedule or host collection drives such as "dump days" or "amnesty days" for hard-to-recycle or bulky items like mattresses, e-waste, or household appliances.*

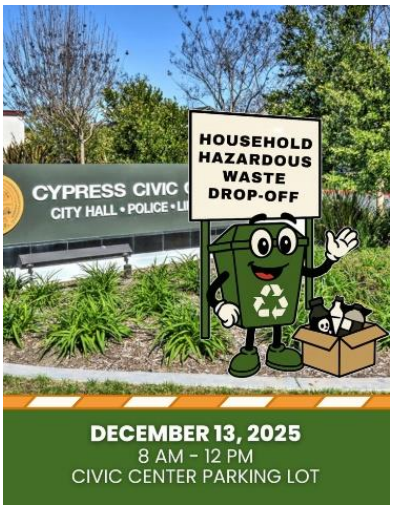


Completed – In partnership with the contracted waste hauler, Cypress hosts two drive-thru collection events each year to support the responsible disposal of hard-to-recycle e-waste and bulky items. In addition, the waste hauler organizes an annual curbside bulky item event, allowing residents to place an unlimited number of items, such as mattresses, appliances, and furniture, at the curb for pickup. At the most recent event, over 76 tons of material were collected, including 1.2 tons of e-waste. The haul included 70 large appliances (refrigerators, stoves, washers, dryers, water

heaters), 39 electronics (televisions, monitors, stereos, etc.), and more than 300 pieces of furniture.



Beyond these annual events, Cypress offers a free, year-round bulky item pickup service through its contract with Valley Vista Services, with each household entitled to two bulky items per calendar year. Residents can schedule collections by calling Valley Vista Services, providing a convenient and flexible way to manage large waste items throughout the year.



These programs help reduce illegal dumping and promote environmental responsibility by offering residents a free, organized way to dispose of large items.

CLEAN CALIFORNIA COMMUNITY DESIGNATION PROGRAM SUMMARY

Make Your Community a Clean California Community!

Do you take pride in your community – and want to make it even better? Would you like your community to be recognized as a beautiful and clean place to live? Then help the place you love become a Clean California Community! Caltrans has launched a new statewide designation to reward communities for their hard work in staying clean and beautiful.

Why become a Clean California Community?

Beyond the immediate benefits of beautification, your community – once designated – will also receive,

- Personalized "You Are Entering a Clean California Community" signage with the Clean California Community logo.
- Recognition on state websites and social media posts, and state-partnered media outreach.
- Access to national grant opportunities, educational materials, and volunteer cleanup kits (while supplies last) from Clean CA partner, Keep America Beautiful.

What constitutes a "community"?

This can be incorporated geographic areas, such as cities, towns, counties, municipal districts, and military bases. It can also include neighborhood groups, school districts, houses of worship areas, community group service areas, business improvement districts, watershed groups, and other unincorporated entities. An organized entity with a leadership structure is a likely start. If you're not sure about your community, reach out and ask!

What is required to become a Clean California Community?

The designation process itself is **FREE**. Your community must commit to meet 10 or more of the following criteria and be able to provide records that they were completed – many of which you may already be doing:

- Your community's leader must **sign the pledge**. For a town, this could be a mayor. For an organization, it might be the president or executive director, for a religious organization, it might be the minister, priest, imam, or rabbi.
- Establish an informal Clean CA committee or some other **advisory body**. This could be an existing committee that you leverage for Clean CA.
- Get **community input** through a public meeting, a survey, a special event, or some other means of gathering feedback from the public on your community's approach.
- Conduct an initial **litter assessment** to establish your baseline.
- Hold regular **community cleanups**. We recommend at least 4 each year – big or small.
- Establish **metrics** and **measure** regularly to track your clean community's progress.



Make Your Community a Clean California Community!

- **Educate the community** by providing signage, community programs, or school lessons* to clean up and prevent litter.
- Provide **K-12 educational programs*** to help inform anti-littering behaviors among the youngest generations.
- Offer some form of **enforcement or deterrence** to prevent future littering.
- Create a **long-term plan** to ensure your community becomes and/or stays clean.
- **Place anti-litter infrastructure** in key locations, such as trash and recycling bins that are emptied regularly or utilize regular street sweeping to clean as you go.
- **Green and beautify your community** by planting trees, gardens, or flower beds, or create public art to make your community more vibrant.
- Schedule/host **collection drives** for hard-to-recycle items, such as "dump days" or "amnesty days."
- Engage at least 5 local **business partners** to support your campaign.
- Provide **cigarette receptacles** to help contain the most widely littered item on the planet.

How do I apply for this designation?

The first step is simple – the community must designate an authorized representative to sign a pledge stating that the community will pursue the designation. Then within the next year, the community must document that it meets at least 10 of the above criteria. Once you achieve this milestone, you can be designated as a Clean California Community!

Visit **CleanCA.com** to learn more about how your community can become a Clean California Community. You can download the pledge and access *educational and designation resources **here**.



COMMUNITY DESIGNATION CHECKLIST

Community Designation Checklist

To attain designation, communities must meet at least 10 of these 15 criteria

☑ Sign the Pledge

Designate a community leader to e-sign thepledge. For a town, this could be a mayor; for an organization it could be the Executive Director, for a school it could be a principal, for a district a supervisor, and so on.

☑ Advisory Body

Establish an informal Clean CA committee or some other advisory body. This could also be an existing committee.

☑ Community Input

Get community input through a public meeting, survey, special event, virtual call or another means of gathering feedback from the public on your community's approach.

☑ Litter Assessment

Conduct an initial litter assessment to establish your baseline and identify litter hotspots in your community.

○ Cleanups

Organize community cleanups. We recommend at least 4 each year, big or small.

○ Measure Progress

Establish metrics and measure regularly to track your clean community's progress. Things to track include # of volunteers, # of cleanups, and pounds of litter removed.

☑ Community Education

Educate the broader public on the impacts and solutions to litter by providing signage, educational programs, or other public awareness & behavior change strategies.

☑ Youth Education

Provide K-12 educational programs to help inform anti-littering behaviors among the youngest generations. Communities can leverage the K-12 Clean CA educational resources to meet this requirement.

☑ Infrastructure

Place anti-littering infrastructure in key locations. This can include trash and recycling bins that are emptied regularly, or utilizing street sweeping to clean as you go.

☑ Enforcement

Establish policies, technologies or programs that prevent or deter future littering.

☑ Long-term Planning

Hash out a long-term plan or strategy to ensure the sustainability of your efforts so that your community stays clean.

☑ Greening & Beautification

Complement cleanups by implementing greening and beautification activities - plant trees, gardens or flower beds, or create public art to make your community more vibrant.

☑ Collection Drives

Schedule or host collection drives such as "dump days" or "amnesty days" for hard-to-recycle or bulky items like mattresses, e-waste, or household appliances.

○ Partnerships

Engage local stakeholders and businesses to partner with you and support your campaign. We recommend partnering with at least 3-5 businesses.

○ Cigarette Litter

Provide cigarette litter receptacles to help contain the most widely littered item on Earth.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Appointment of City Treasurer**

RECOMMENDATION

Approve the appointment of Stephanie Sikkema, Director of Finance and Administrative Services, as Treasurer of the City of Cypress effective March 17, 2026.

SUMMARY

Section 703 of the City's Charter requires a Treasurer appointed by the City Council. The City Treasurer is responsible for investing and safeguarding the assets of the City of Cypress and the Cypress Recreation and Park District.

The specific duties of the City Treasurer include the annual submission of the Statement of Investment Policy to the City Council, submittal of a monthly report to the City Council summarizing the investments of the City and safeguarding the assets of the City and District. Additionally, the City Treasurer is responsible for the investing of all City moneys while considering the legality, safety, liquidity and yield of such investments.

DISCUSSION

The current City Treasurer, Donna Mullally, Assistant Director of Finance and Administrative Services/Finance Manager, will be resigning effective March 16, 2026. Since the ultimate responsibility for these duties lies within the Finance Department, historically, the appointed City Treasurer has held the role of either Director or Assistant Director/Finance Manager. Therefore, staff recommends that the new Director, Stephanie Sikkema, be appointed as City Treasurer effective March 14, 2026.

BUDGET IMPACT

None.

LEGAL REVIEW

Not applicable.

APPROVED BY: Sean Joyce, Interim City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 03/10/2026

SUBJECT: **Approve an Agreement for On-Call Solid Waste Consulting Services**

RECOMMENDATION

1. Approve an agreement with CityGreen Consulting, LLC, for on-call solid waste consulting services; and

2. Authorize the City Manager to approve annual task orders under this Agreement, in an amount not to exceed the adopted annual budget for solid waste consulting services.

DISCUSSION

The City is required to implement and maintain solid waste and recycling programs to comply with State regulations including AB 939, AB 341, AB 1826, and SB 1383. Partnering with a solid waste consultant ensures the City has the expertise to maintain compliance with State mandates, oversee franchise hauler performance, and implement required recycling, organics, and edible food recovery programs.

On-call or as-needed service contracts provide flexibility to implement and deliver these services as necessary. The City has on-call contracts for a variety of professional services including architects, sewer, storm drain, traffic engineering, and construction management and inspection services.

In January, Public Works issued a Request for Qualifications (RFQ) through its online procurement system. Public Works received four proposals, interviewed two, and identified CityGreen Consulting LLC (CityGreen) as the most qualified. CityGreen has been providing solid waste consulting services to the City since 2021. CityGreen comes highly recommended and has provided similar services to over 50 local agencies throughout California.

CityGreen will continue to assist Public Works with implementation and administration of SB 1383 compliance programs, franchise hauler management, edible food recovery program

implementation, compliance monitoring and inspections, rate and franchise agreement support, and related solid waste program activities. The firm also provides the CityGreen Connect compliance software used by the City to manage SB 1383 records and reporting.

The initial contract term expires on June 30, 2029, with two optional one-year extensions. Prior to starting any new service, CityGreen will provide a scope of work, project schedule, and fee proposal for review and approval.

BUDGET IMPACT

The approval of any work associated with on-call contracts requires sufficient amounts be available in the budget. Sufficient amounts will be included in the FY 2026-27 Solid Waste Fund for the recommended services.

LEGAL REVIEW

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

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Contract Agreement
Statements of Qualifications

AGREEMENT FOR
ON-CALL PROFESSIONAL SOLID WASTE CONSULTING SERVICES

By and Between

CITY OF CYPRESS

and

CITYGREEN CONSULTING, LLC

AGREEMENT FOR ON-CALL PROFESSIONAL SOLID WASTE CONSULTING SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND CITYGREEN CONSULTING, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of Cypress, a California municipal corporation ("City") and CityGreen Consulting, LLC a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Contractor Initials

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

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

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

5.3 Indemnification.

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

Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents

without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Contractor.

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

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action

or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

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

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

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
City of Cypress, a municipal corporation

_____
Leo Medrano, Mayor

ATTEST:

_____
Lisa Berglund, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
William Wynder, City Attorney

CONTRACTOR:

_____

_____

By:
_____
Name:
Title:

By:
_____
Name:
Title:

Address: _____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasure

EXHIBIT "A"
SCOPE OF SERVICES

A-1 SPECIFIC Requirements for Scope of SERVICES

A-1.1 Contractor shall provide Professional Solid Waste Consulting Services on an On-Call Task Order Not-to-Exceed basis, to the City of Cypress, including, but not limited to, the following specific services:

- Review potential and future Extraordinary Rate Adjustments by the hauler related to the new County of Orange landfill agreement.
- Review and assist in the management of all State compliance programs currently administered by the City.
- Participate in City Council ad hoc committees for rate adjustments.
- Attend and present at City Council meetings.
- Be the City's subject matter expert related to solid waste matters.
- Work with the City Attorney's office on ordinances related to solid waste.
- Assist and or lead negotiations with the hauler on behalf of the City.
- Development of outreach materials and strategies.
- Provide tools and assistance for the maintenance of the City Senate Bill (SB) 1383 implementation records.
- Review existing programs for compliance.
- Assist Public Works in managing the solid waste franchise.
- Track hourly expenditures so not to exceed budget for assigned tasks.
- Assist the City in meetings, communication, reporting, site visits, and reviews with CalRecycle.
- Other tasks as assigned by the Director of Public Works

A-1.2 Prior to starting any work, Consultant shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. No work shall begin until written approval by the Engineering Division.

A-1.3 Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Consultant.

A-2 General Requirements for Scope of SERVICES

A-2.1 Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task. An updated schedule shall be provided with each submitted invoice.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

A-2.2 Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Google Docs Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD. All final plans and digital files shall be submitted via an online fileshare method or submitted on a flash drive.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

The Consultant agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

A-2.3 Key Personnel: The Consultant shall not reassign any personnel mentioned in the RFQ/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

The Consultant's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Consultant's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

A-2.4 UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Consultant.

Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

A-2.5 AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

A-2.6 CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

A-2.7 SUB-CONSULTANTS/SUBCONSULTANT: The City reserves the right of prior approval of all sub-consultants and retains the right to request the Consultant to terminate any sub-consultant, for any reason deemed appropriate by the City, by so notifying the Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said sub-consultant immediately.

The City shall have no liability to any sub-consultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Consultant.

A-2.8 Direct Expenses: It is expected that the Consultant has extensive knowledge and experience performing this type of work. The Consultant shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Contractor acknowledges and agrees that City has no obligation to utilize Contractor under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

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

performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

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

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, with an initial contract term from April 12, 2026 to June 30, 2029, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of two (2) extended terms of one (1) year. In order to do so, City shall, within ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for two (2) extended terms of one (1) additional calendar year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

"At the expiration of the term of this Agreement, if the City requires additional time for the Services to be performed, as confirmed by City to Contractor in writing, this Agreement shall be extended on a month-to-month basis. In such instance, in the absence of a written communication from City to Contractor to the contrary, the term of this Agreement shall be subject to termination upon thirty (30) days prior notice by either party. Such month-to-month extension shall not be deemed a renewal of the full term or an extension for any further term. City shall pay Contractor the applicable monthly Compensation or the pro-rata Compensation amount, and the month-to-month term shall be subject to every other term, covenant and condition in this Agreement that is consistent with and not contrary to a month-to-month term."

IV. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

V. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than one million dollars ($1,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VI. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or Director of Public Works.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Effective April 12, 2026

Position	Rate
Principal Level Consultant	$150 per hour
Project Coordinator	$125 per hour
Senior Staff Consultant	$125 per hour
Staff Consultant	$125 per hour
CityGreen Connect Software Subscription	$0 cost for FY 2026/2027 No charge in following years if total consulting and/or auditing billings for project work is $50,000 or greater. Otherwise, cost is $24,000 per year.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

D-1 In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

D-2 The Contractor shall provide a detailed schedule, in a format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.

D-3 Contract shall commence on April 12, 2026.

STATEMENT OF QUALIFICATIONS

On-Call Solid Waste Consulting Services

Prepared by

CityGreen Consulting, LLC
30181 Outpost Road
San Juan Capistrano, CA 92675

February 2, 2026

Prepared for

Elizabeth Camarena, Management Analyst
City of Cypress

1- Introduction

CityGreen Consulting, LLC (CGC) is a California Corporation in good standing. Our Entity Number is 202359519603. Our Federal Tax ID number is 93-4489144. We are currently providing all the services the City of Cypress is seeking, as your contracted consultant, and have also done so as a consultant to 50+ local governments for the past 35 years.

Michael Balliet (35 years' experience) is President and CEO and has owned and operated California based consulting and auditing firms since 1991. Originally as co-founder of Americlean Environmental Services, then as Michael Balliet Consulting starting in 1999 through 2023. Finally, Mr. Balliet rebranded this consulting practice as CityGreen Consulting, LLC in 2024, to coincide with the roll-out of our CityGreen Connect software.

Matthew Balliet (7 years' experience) is the Vice President. Mike Byrne (36 years' experience) and Andrew Playford (3+ years' experience) are our project consultants. Both Mike Byrne and Matthew Balliet have worked with CityGreen Consulting, LLC (and our predecessor Michael Balliet Consulting) for over six (6) years. Andrew Playford will complete his 4th year with us at the end of April.

We pride ourselves on maintaining long-term client relationships. The City of Costa Mesa has been our client since 1992 and the City of Newport Beach, through various projects, since 1994. We prepared the City of Laguna Woods SRRE, HHWE and NDFE and have been their consultant since their incorporation in 2001. The Cities of Irvine, Los Alamitos, Diamond Bar and the Costa Mesa Sanitary District have all been clients for well over 10 years. Other current clients include the cities of Fullerton, Chino, Menifee, Fountain Valley, Rolling Hills Estates, Selma, Claremont, Westminster, Signal Hill, La Palma, and the Midway City Sanitary District. More information about our company can be found on our website.

http://www.citygreenconsulting.com/

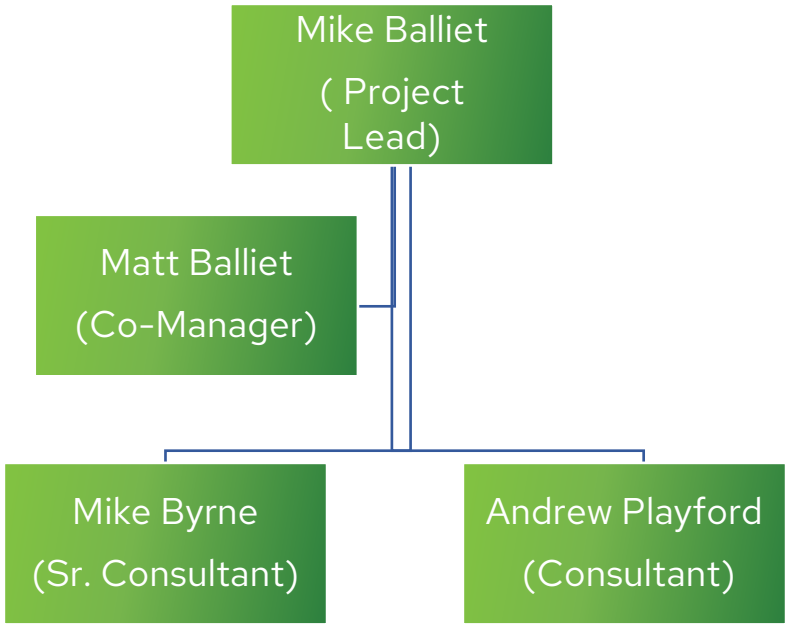
We have been assisting local governments in California since 1991. For the past 35 years we have helped municipal and county governments comply with State regulations, by creating and implementing all required compliance programs for AB 939, AB 341, AB 1826, CalGreen, AB 827, SB 1383, etc. and managing franchised and non-franchised waste haulers and other vendors/components of their solid waste systems. We regularly plan, develop, implement and manage compliance programs for our clients. We also provide business recycling technical assistance and edible food recovery programs for most clients. We have a excellent working relationship with CalRecycle and are currently helping three local jurisdictions successfully navigate through the JACE review process.

We were among the first consultants to create and manage non-exclusive hauler franchises (Costa Mesa, Torrance, Gardena, and Montebello) to comply with California's Integrated Waste Management Act (AB 939). Since that time, we have regularly established/managed both

exclusive and non-exclusive franchises. We also have many years of experience auditing haulers and their facilities (financial and performance reviews). We have multiple decades of experience helping local governments develop ordinances and franchise agreements and have recently done quite of bit of this work to assist both established and new clients incorporate SB 1383 mandates into their code of ordinances and hauler agreements. We regularly help cities with their hauler selection process (RFP/RFQ) and in rate negotiations and fee studies. Since 2021 we have helped the California cities of Los Alamitos, Reedley, Selma and Dinuba select new trash haulers and incorporate SB 1383 requirements into their city codes and franchise agreements. We are currently in final phase of an exclusive franchise hauler RFP project we are conducting for the City of Fullerton.

2- Proposed Staffing & Qualifications

CityGreen CONSULTING



Mike Balliet will serve as the City's primary contact and project lead, planning and refining all aspects of assigned project work through active communication with the city staff and our project team. He will also be involved in all aspects of project work. This is the same role he currently performs under contract with the City of Cypress and no changes are proposed. He will perform 40% of the annual project work.

Similarly, Matt Balliet will continue to assist with project management and administration. In addition to directly performing task work, Matt Balliet also tracks staff consultant hours and deliverables and leads bi-weekly internal meetings to review the efficiency and quality of project work, along with Mike Balliet. Matt will act as the project lead for any use our CityGreen Connect software, which is currently the compliance tool the City of Cypress uses to meet SB 1383's record keeping requirements and manage programs. He will perform 20% of the annual project work.

Mike Byrne will continue to provide consultant services, utilizing his 36-years of experience managing solid waste and compliance programs, as well as contract and compliance oversight, gained as a Senior Management Analyst for the City of Irvine for 26 of his 30 years with that jurisdiction. Mike currently provides task work related to the City's edible food program and assists Mike Balliet with inspections and compliance reviews, as well as franchise hauler management tasks such as rate adjustment requests and performance reviews. He will perform 20% of project work.

Andrew Playford will continue to provide a wide range of consultant services, with a focus on business technical assistance and field support for recycling and edible food recovery program compliance. He is an expert in compliance related inspections, including de minimis and space constrain waiver evaluations, as well as route reviews. Andrew will manage waiver requests and inspections, assist Mike Byrne with edible food recovery program tasks, and provide general field work in support of project work as applicable. He will perform 15% of project work.

In combination with the project responsibilities discussed above, the following summary of experience for individual project team members, provided below, incorporates the applicable resume items from Attachment C of the RFP:



Michael Balliet, Principal
Project Manager & Lead Consultant
35 years experience/27 with current firm
UC Irvine | Economics
Email: mballiet@citygreenconsulting.com
Phone: 949-378-2205

Since 1991, Michael Balliet has been providing franchise hauler negotiation, management, auditing, compliance program development and implementation, and local government program development and implementation to achieve compliance with state mandates. He has worked with well over 50 municipalities and helped the University of California, Irvine to establish cost-saving waste management programs, eventually assisting them in starting their own hauling service. Mr. Balliet also developed an innovative food waste recycling program for the Disneyland Resort in the

mid-1990s and has helped thousands of businesses develop recycling programs through City-sponsored technical assistance programs. He has been the business technical assistance consultant for the City of Irvine since 2013.

Mr. Balliet has extensive experience preparing all State-mandated integrated waste management planning documents (SRRE, HHWE & NDFE) and implementing all compliance programs established therein. He was an early innovator of non-exclusive commercial franchised hauling services and has helped the City of Costa Mesa develop and manage its non-exclusive franchise in 1992. He has helped develop and implement all of Costa Mesa's compliance programs since that time, including an award-winning (CRRA 2022) contractor self-haul permit program to increase city revenues while complying with expanded CalGreen project monitoring requirements. This 35-year record of accomplishment demonstrates his ability to effectively represent the city's interests while achieving full compliance with a multitude of regulations.

Mr. Balliet has audited haulers and facilities throughout California and in Nevada, Texas, Georgia, and Florida, both financially and for compliance with agreement terms and State regulations. He regularly performs fee studies and assists local jurisdictions in rate and service negotiations. He regularly conducts waste hauler RFPs for local jurisdictions, securing highly competitive rates, excellent revenue generation, and concrete compliance requirements that ensure client satisfaction. His most recent RFP work is with the City of Fullerton.

With regards to SB 1383, Mr. Balliet has been a featured speaker on these regulations and has helped a dozen cities develop ordinances, revise agreements, develop/implement programs, and compile their implementation records. In 2024 he introduced the CityGreen Connect software which is currently used by ten local governments and ready to be marketed statewide in 2026.

All projects of the firm, both past and present, were developed and executed by Mike Balliet. A detailed description of a representative sample of current projects is provided in the next section. Herein, we summarize Mike Balliet's role and experience with the three (3) most relevant projects:

City of Cypress – 2021 to present – Performed with Current Firm
Mike Balliet's Role - Project manager and primary point of contract. Work with City staff to develop scopes of work for new tasks and special projects. Assisted in developing the City's SB 1383 ordinance, policies, and new compliance programs. Manages the franchise hauler and monitors their compliance. Provides, at no additional cost, a software program to house the City's SB 1383 implementation records and all program compliance and franchise hauler monitoring tools. Assists the City in its dealing with CalRecycle and

reporting requirements. Performs special tasks related to franchise hauler compliance and Golden State Water residential billings.

City of Costa Mesa – 1992 to present – Performed with Current Firm
Mike Balliet's Role - Project manager and primary point of contract. Developed and successfully managed the implementation of all compliance programs from AB 939 through SB 1383. Helped develop and manage the City's waste management system from its inceptions, that currently includes 10 haulers. Developed a variety of revenue generating compliance programs, including the City's franchise. Helped develop their franchise agreement and various sections of the municipal code. Annually works with City staff to develop scopes of work. Over the 34-year term of this engagement, Mr. Balliet has transitioned from performing all project duties to training and integrating current staff (Matt Balliet in 2015 - Mike Byrne in 2020 – Andrew Playford in 2022) to perform all aspects of project work, without impacting the quality of work and attention to detail we have historically provided.

City of Irvine – 2013 to present – Performed with Current Firm
Mike Balliet's Role - Project manager and primary point of contract. Developed, implemented, and managed AB 341 and AB 1826 programs, then transitioned to SB 1383 compliance, while providing technical assistance to a large and diverse business community. Project work includes a number of special projects, which recently included rate and franchise agreement negotiations, and audit of non-exclusive franchisees and assistance in revising this franchise agreement to incorporate improvements needed, as established by this audit. Over the 12-year term of this engagement, Mr. Balliet has transitioned from performing all duties to training and integrating current staff (Matt Balliet in 2015 - Mike Byrne in 2020 – Andrew Playford in 2022) to perform all aspects of project work, without impacting the quality of work and attention to detail historically provided.



Matthew Balliet, Vice President
Project Co-Manager & Software Services Lead
7 years experience/7 with current firm
University of Montana | Business Management
Email: mattballiet@citygreenconsulting.com
Phone: 949-378-6187

Matthew Balliet (Matt) has worked in all aspects of solid waste consulting and auditing since starting with CityGreen Consulting (then Michael Balliet Consulting) in 2016. Matt has managed and conducted AB 341, AB 1826, and SB 1383 compliance programs for local governments across Southern California. He has conducted both financial and performance audits of waste haulers in California and Texas and has managed innovative C&D hauler programs that generate significant revenue for

client cities (nearly $400,000 in CY 2025 for a single jurisdiction). After five (5+) years with the company he moved to Nashville to pursue music and worked in brand marketing for 3 years. He was brought back to CityGreen Consulting in 2024 to strengthen our growing practice and provide his expertise to further develop and manage the roll-out of our CityGreen Connect software. He currently serves as our Vice-President, leading project and budget management activities, coordinating service delivery, performing all aspects of project work for our clients, and heads up our software services efforts.

Matt Balliet's Role - Project co-manager, tracking project work and consultant time, leading recurring staff meetings, and reviewing work product. Matt will provide support consulting work on all tasks, as needed. His primary project work activity will be as the lead for all software services through our CityGreen Connect product.

Herein, we summarize Matt Balliet's role and experience with the most relevant projects:

City of Cypress – 2021 and 2024 to present – Performed with Current Firm
Matt Balliet's Role – Assists in all project management functions. Provides staff training and works extensively on SB 1383 Implementation Record development and management. Trains and assists city staff in using the CityGreen Connect software system. Provides support consulting work in site visits and inspections. Works with CalRecycle staff (LAMB) to provide access to and assistance with navigating CityGreen Connect (initial review/opinion). He will handle this same function with JACE.

City of Costa Mesa – 2016 to 2021 and 2024 to present–All with Current Firm
Matt Balliet's Role – Task manager for Implementation Records development and management. Training and support for all CityGreen Connect platform usage (city, haulers, vendors, CalRecycle). Ongoing review of compliance measurement tools and support consulting work for compliance reviews, waiver inspections, and technical assistance site visits. Assists in meetings and communication with CalRecycle.

City of Irvine – 2016 to 2021 and 2024 to present – All with Current Firm
Matt Balliet's Role – Initial role was extensive technical assistance to the City's business community and various inspections. More recently his role has transitions to co-management of project work, organizing and conducting recurring meetings to plan and manage workloads, and focusing on all areas of SB 1383 compliance with project staff. Is project lead for the transitioning of all City records to the CityGreen Connect software platform and working with our team of software engineers and programs to add features and improve functionality.



Mike Byrne, Senior Consultant
Task Management & Support
6 years experience/6 with current firm
UC Irvine | Political Science
Email: mbyrne@citygreenconsulting.com

Mike Byrne brings extensive experience in municipal government and the solid waste field, gained over his 30 years as a senior management analyst with the City of Irvine. He spent 26 of those years as lead analyst overseeing the planning and implementation of the city's solid waste and recycling service delivery and compliance programs, managing program budgets, and pursuing numerous local and state grant funding opportunities to support the program. Mr. Byrne has assisted in negotiations of city solid waste franchise agreements, interacted with key stakeholders including elected officials, executive management and the public, continually interacted with developers and property managers, and oversaw the work of several consultants to ensure the city's constant compliance with California state recycling mandates. Mike is a senior consultant and project manager, who also performs hauler audits, a variety of surveys, a consultant services across all areas of our practice. Mike has been an invaluable member of the CityGreen Connect team for the past 6 years.

Mike Byrne' Role – Task manager for edible food recovery program, co-lead consultant for compliance reviews, rate reviews, and hauler agreement compliance assessments. Support consulting to other tasks on an as-needed basis.

Herein, we summarize Mike Byrne's role and experience with the most relevant projects:

City of Cypress – 2021 to present – Performed with Current Firm
Mike Byrne's Role – Task manager for edible food recovery program, co-lead consultant for compliance reviews, rate reviews, and hauler agreement compliance assessments. Support consulting to other tasks on an as-needed basis.

City of Costa Mesa – 2020 to present – Performed with Current Firm
Mike Byrne's Role – Consulting support for compliance reviews, waiver inspections, and technical assistance site visits. Assists special projects, including implementation record development and the creation of forms and compliance tracking tools.

City of Irvine – 2020 to present – Performed with Current Firm
Mike Byrne's Role – Consulting support to various tasks and special project related to countywide rate reviews and applicability determinations on exclusive franchise rates.



Andrew Playford, Consultant
Task Support
3+ years experience/3+ with current firm
University of Indiana | Environmental Science
Email: aplayford@citygreenconsulting.com

Andrew Playford has been working in all areas of the consulting practice for nearly 4 years. This University of Indiana graduate has consistently demonstrated dedication to exemplary client service and has quickly mastered all areas of our consulting practice. He transitioned from an internship to full-time employment two months ahead of schedule and has successfully spearheaded compliance and monitoring program rollouts in Irvine, Costa Mesa, Chino, Menifee, and Los Alamitos, as well as edible food recovery programs in Cypress, La Palma, Claremont, Signal Hill, and Los Alamitos. He is our team lead with regards to the SB 1383 waiver process, fielding application, performing inspections, developing recommendations, and managing rejections and approvals. His experience with business technical assistance programs allows him to transition waiver rejections into rightsizing of services to address cost concerns.

Andrew Playford's Role – Field support for the edible food recovery program, all inspections and waivers, as well as enforcement and technical assistance/education to commercial generators. Andrew will also provide support consulting to other tasks on an as-needed basis.

Herein, we summarize Andrew Playford's role and experience with the most relevant projects:

City of Cypress – 2021 to present – Performed with Current Firm
Andrew Playford's Role – Task support for edible food recovery program, field support consultant for compliance reviews, waivers, complaint and compliance inspections, enforcement support, technical assistance and education to commercial generators, and field support for hauler agreement compliance assessments. Support consulting to other tasks on an as-needed basis.

City of Costa Mesa – 2020 to present – Performed with Current Firm
Andrew Playford's Role – Task management for hauler compliance, all inspection and enforcement activities, hauler reporting management, and implementation record development and maintenance for various city programs. Consulting for all other tasks.

City of Irvine – 2020 to present – Performed with Current Firm
Andrew Playford's Role – Task management for waivers, hauler compliance, all inspection and enforcement activities, and recycling and organics technical assistance.

3- References

CityGreen Consulting primarily works with jurisdictions in Orange County, though word-of-mouth advertising and client contacts moving to other jurisdictions have led to us performing work throughout California, as well as in Nevada, Texas, Georgia, and Florida. As mentioned, we are currently the City of Cypress's consultant, so you are familiar with our work. Therefore, we providing a limited sampling of clients.

City of Costa Mesa, CA - 1992 to Present - $84,997
City Contact: Raja Sethuraman, Public Services Director
RAJA.SETHURAMAN@costamesaca.gov or 714-754-5343
Kevin Gaxiola, Sr. Management Analyst
KEVIN.GAXIOLA@costamesaca.gov or 714-754-5303

We initially helped the City of Costa Mesa transition its SRRE and HHWE documents into a variety of AB 939 compliance programs, meeting the 25% and 50% landfill reduction requirements ahead of schedule. Early on we developed a hauler permit program to share compliance responsibilities across many haulers. In 2005 we transitioned to a unique permit/franchise structure to increase City revenues while maintaining the flexibility of annual permits. From that point forward we performed annual franchise fee audits to ensure correct payments. We regularly revised permit requirements to increase revenues and incorporate new State mandates like AB 341 and AB 1826. From 1993 forward we have managed all aspects of hauler compliance and reporting, including the development of a number of unique reports. In 2017 we developed and implemented an innovative contractor self-haul program that won a CRRA award in 2022 and generated over $380,000 in program revenue last calendar year. In 2021 we helped develop the City's current franchise, executing agreements with seven (7) recurring service haulers while maintaining grandfathered permits with four (4) temporary service haulers. Over the past 34 years we have helped the City develop and adopt a significant number of ordinances related to State compliance and waste system management, with the most extensive being the recent adoption of SB 1383 requirements into the City Code. Costa Mesa was the first CityGreen Connect software client in late 2023 and they are currently utilizing this program for hauler and vendor reporting, tracking all complaints, inspections, and enforcement actions, tracking procurement, and maintaining their official implementation records.

City of Irvine – 2013 to Present - $120,850
City Contact:
Ryan Ramos, Management Analyst
RRamos@cityofirvine.org or 949-724-6250

We began working with the City of Irvine in 2013, leading business technical assistance efforts to comply with AB 341. We have maintained our position as the City's business consultant since that time, expanding our consulting programs to include AB 1826, AB 827, and SB 1383. Along the

way we assisted the City in obtaining significant grant funding to support various projects. With the City's permission, we have performed specialized projects to assist the Irivne Company, including a companywide RFP for SB 1383 compliant waste hauler services. We currently assist the City with all waiver inspections, enforcement activity to all generator types, and have transitioned hauler and vendor reporting to our CityGreen Connect platform. We also annually perform compliance reviews of all solid waste haulers. We are currently helping the City finalize their Implementation Record in this platform in anticipation of a JACE review in 2026. Starting in 2016 the City added a general consulting contract to our scope of work and has utilized our services on contract revisions, city code and new program development, and an audit of franchise fee payments in 2023 that led to a significant revamping of their non-exclusive franchise structure to implement our recommendations.

City of Menifee – 2023 to Present - $65,000 annually
City Contact:
Kori Jones, Solid Waste Program Manager
kjones@cityofmenifee.us or 951-723-3890

We initially worked with the City to incorporate and negotiate SB 1383 compliance activites into their existing exclusive franchise agreement with Waste Management. We then transitioned to providing SB 1383 compliance consulting, focusing on implementation records, edible food recovery program management and enforcement, placing the City's records and compliance management tools into our CityGreen Connect software platform to help them prepare for an upcoming JACE review.

City of Los Alamitos – 2013 to Present - $34,000 annually
City Contact:
Ron Noda, Deputy City Manager
RNoda@cityoflosalamitos.org or 562-431-3538 x500
Irving Montenegro, Development Services Manager
IMontenegro@cityoflosalamitos.org or 562-357-4514

We began working with the City of Los Alamitos in 2013, winning a competitive bid to audit their then hauler, Republic Services. Subsequently, we became their full-time consultant for all aspects of solid waste management and State compliance. We helped them achieve full compliance with both AB 341 and AB 1826. We then assisted the City developing and conducting an RFP process to select an exclusive franchise hauler. This process led to the selection of Universal Waste and residential and commercial rates that are the lowest in Orange County. Their commercial program is an innovative 2-cart system, where food waste is co-collection with trash and recovered for use in an AD system by OREX technology. As we do with several other cities, we developed, implemented, and conduct their edible food recovery program, handle waivers, conduct inspections and enforcement, and assist the City in their dealings with CalRecycle. Los Alamitos is also a CityGreen Connect software subscriber.

Our other current Clients also include:

City of Fullerton	Midway City Sanitary District	City of Laguna Woods
City of Cypress	Costa Mesa Sanitary District	City of Diamond Bar
City of Chino	City of Rolling Hills Estates	City of Westminster
City of Fountain Valley	City of Signal Hill	City of La Palma

All client contact information is available upon request.

3-Familiarity with Scope of Work

We believe our multiple-year track record working for the City of Cypress shows our familiarity with the requested scope of work. Below we will highlight our experience with areas of assistance we believe will be needed:

Provide SB 1383 program development and compliance support
We see SB 1383 as a consolidation and expansion of earlier regulations (AB 341 and AB 1826). It also codifies inspection, monitoring and enforcement activities that we have used since the implementation of AB 939. We've developed a software that most clients find helpful, which they are now using to stay on top of the myriads of responsibilities SB 1383 compliance requires. The City of Cypress' current use of this software, at no cost ($24,000 subscription price) will continue under our new contract period (if awarded). We have successfully developed, implemented, and managed all SB 1383 compliance programs, from the point ordinance and agreement development through full program implementation, for the cities of Costa Mesa, Menifee, and Los Alamitos, whose project descriptions and budgets are provided above. We provide a similar service to the Costa Mesa Sanitary District, where we also perform recurring waste characterization studies to assist their program monitoring efforts. We do provide services and costs in these budgets, so actual SB 1383 support averages about 75% of the figures provided.

In recent years several cities with SB 1383 compliance challenges have hired us to assess their code, policies, agreements and existing programs, identify needed improvements, and lead the efforts to get them into compliance. All have been a success, and we continue to serve as their sole consulting resource. In all instances our software was used to expedite efforts.

City of Chino: Xochitl Huerta, Sr. Management Analyst – xhuerta@cityofchino.org
Midway City Sanitary District: Ashley Davies, Dir. of Services – adavies@midwaycitysantiaryca.gov
City of Westminster: Tuan Pham, Asst. City Engineer - tpham@westminster-ca.gov
City of Rolling Hills Estates: Alexa Davis, Asst. City Manager – alexad@rollinghillsestates.gov

The cost of these efforts vary based upon the size and complexity of each client's issues. Budgets range for $27K to $63K. We pride ourselves on providing cost-effective solutions, as these budget amounts reflect.

All of our other current clients rely on us for some level of SB 1383 program development and implementation.

Provide CalRecycle Jurisdiction and Agency Compliance and Enforcement (JACE) compliance support

We have assisted the cities of Chino, Westminster, and the Midway City Sanitary District with JACE reviews and are helping the rest of our current clients prepare for upcoming JACE reviews. We know the leadership team of JACE very well and have a great working relationship with them. We can also report they appreciate the organization and presentation of data we provide. We have successfully prepared responses to all JACE inquiries throughout this process and are confident in our ability to rapidly assist each client resolve any JACE findings. Though these jurisdictions were among the first included in JACE reviews, no preliminary findings report has been issued. For some potentially costly areas of compliance, we have advised these clients to wait for specific JACE findings in order to respond with the most cost effective response. JACE provides 90-days to address preliminary findings, and we are confident in our ability to rapidly deploy programs to minimize or eliminate any final findings of non-compliance.

Provide Franchise Hauler Management

We were involved in all aspects of your franchise hauler management from 2022 forward. This included all new tasks established in your "SB 1383" franchise amendment. There were a number of issues encountered, which we identified, worked with the City to develop notices and compliance directions to achieve compliance. We conducted similar reviews annually and helped resolve additional issues with your franchised hauler, including the transition to a new agreement manager and improved services management.

This is arguable the area where we bring the most experience of any firm. We were one of the earliest innovators of franchise structures to meet the compliance challenges of California in the early 1990s. Those early efforts have stood the test of time. Costa Mesa shows a unique and unmatched 34-year record of development, management, and hauler management and compliance, from AB 939 through SB 1383. It is a demonstrated ability to not only meet regulatory mandates, but also to effectively work with haulers and stakeholders, that is quite unique. Combined with our hands-on experience in Cypress, we provide superior qualifications.

Work with Committees, the City Council, and your City Attorney

We worked closely with the City Council at the onset of SB 1383, presenting our summary of these regulations and opinions in committee meetings and a study session of the Council. We have attended and supported staff at City Council meetings and will likely be presenting our finding on a current franchise hauler review to the Council in a few months. We have been working with City Council's for the past 35 years and our clients can attest to our proficiency in this area.

We worked with your City attorney to develop your SB 1383 ordinance, covering State mandated programs, but have also developed innovative code-based solutions for other issues. For example, in Costa Mesa we have helped with Code language to establish minimum service levels for multi-family properties, based upon unit counts (resolved container overflow issues in low-income zones), no commingling of collections, and a put-or-pay compliance structure for contractor self-haul, that ensure CalGreen compliance which generating as much as $400,000 per-year in new City revenue.

Provide Regulatory Compliance Advice and Support

We would consider this to be an area where we have an advantage. Two of our team members have 35 years of experience dealing with California regulations and mandates. Mike Balliet is one of the few consultants (perhaps only) who have prepared SRRE, HHWE, and NDFE documents and have managed that municipalities compliance since AB 939 was implemented, through all the intervening regulations, through SB 1383. He is considered a subject matter expert on SB 1383 and has been a feature speaker on regulatory compliance to City Manager and Public Works Director associations, the Solid Waste Management Forum, and at a variety of conferences, large corporations, and management boards. Mike Byrne has the unique experience (in the consulting realm) of 30 years dealing with regulations as a city staff person responsible for all solid and hazardous waste management programs.

Develop Education and Outreach Material & Strategies

We regularly develop education and outreach materials for use in our program compliance activities and have done so for 35 years. While we have years of in-house experience with print media and content creation, with regards social media and website work we typically find ourselves working with City media and IT staff or occasionally employ the assistance Tripepi Smith, a public relations and marketing firm we teamed with on the "Sort It Out" Cypress campaign in 2023.

With regards to education and outreach strategies, we have a successful track record that dates to the early 1990s. We likely have the most experience working with businesses and institutions, with regards to compliance with State mandates. Focused strategies and scopes of work we have developed to work with multi-family properties, beverage container generators, used oil generators, organic waste generators, and others have garnered multiple millions of dollars in State grant funding for out clients. We have even developed strategies and project that have received EPA, Ford Foundation, and Turner Foundation grant funding.

Conduct gap analysis

If needed, we are well equipped to quantify current compliance levels and establish activities and costs to bridge the "gap" to full compliance. Historically, we have been doing this since the implementation of AB 939, both from a program specific and a total solid waste system management perspective. We have also had great success doing this from a financial perspective. For example, the City of Costa Mesa was facing a $2 million budget shortfall when we recommended a transition to a franchise structure through a simple code revision (keeping

the permit structure intact). We established 12% as the needed franchise fee level through a study of tonnage records and projected per-ton revenues (there were no set container rates). At the conclusion of the franchise's first year the City had collected $2.1 million in revenues. We have recently done this financial gap analysis for the City of Fullerton as part of their RFP process. We have also done this with regards to contractor self-haul programs, always hitting or exceeded the needed revenue mark.

Research and evaluate comparable solid waste, recycling, and organics programs and related outreach initiatives

We have a great familiarity with programs in all areas of solid waste management and have performed "boots on the ground" activities with almost every non-hauler program a local jurisdiction would utilize. We have been an innovator in this regard, developing mixed paper recycling programs with Jefferson Smurfit in the South Bay in the early 1990, to food waste recycling for Disneyland with West Coast Recycling, to recent reviews of new waste processing technology. Our work with businesses, to establish cost effective compliance programs continued through AB 341 and AB 1826 (Laguna Woods was the first city in California to reach 100% compliance with both) and we have brought close 1,000 non-compliant businesses into SB 1383 compliance in the City of Irvine. Therefore, our evaluations incorporate a broad range real world experience and a demonstrated ability to find resources that are out-of-the-box. For example, we currently deal with hauler-based programs, in two client cities, that employ unique SB 1383 compliant two-cart systems and feature Southern California first CalRecycle approved High Diversion Organic Waste Processing Facility. This range of experience, combined with 30+ years of auditing the performance of solid waste facilities and haulers, arguable gives us the best blend of experience to assist the City in this area, should the need arise.

Assist with report, form, and letter development.

We have a full suite of forms we have developed to ensure program compliance in all our jurisdictions. We have also developed all program descriptions and policies required by SB 1383. We bring these to the table for all our clients, either as part of our software subscription or as documents to personalize for use and storage in their Implementation Record of choice. We prepare reports for all our clients monthly, that accompany our billings. Specific compliance reports for CalRecycle as well as all types of formal plans and responses, as well as informal written communications is something virtually all our clients rely upon us to provide. Recent work with all our clients includes the development of communications and enforcement documents covering all entities (vendors, collectors and generators) covered by SB 1383 regulations and city ordinances.

Conduct solid waste-related fee studies and rate development for cost-of-service fees, deposit values, fee expansions/new fees, and franchise fees.

We provide an annual net-to-hauler rate revenue evaluation for the Costa Mesa Sanitary District and perform a detailed and extensive rate survey each year for the City of Irvine. We are also assisting Irvine, in negotiating and clarifying rate adjustment procedures in their exclusive franchise. We regularly review proposed rate increases for most of our clients and typically

perform one RFP for the selection of a franchise hauler each year (currently assisting the City of Fullerton with an RFP). We are about to perform a performance and cost-of-services audit for the City of Cypress and historically have had such audits uncover significant issues for the cities of Yorba Linda and Placentia. We have performed over 100 franchise fee audits and contract compliance/operational reviews of haulers, with several producing findings in excess of $700,000 (e.g. Yorba Linda, Placentia, and the City of Landcaster). As discussed herein, we believe our contractor self-haul program structure is the best fee expansion/new fees result we have produced in recent years. Costa Mesa was able to eliminate the cost of a deposit-plan review-refund structure, to a system that employes minimal permit and per-project fees, eliminates plan submission and reviews, takes no deposits and issues not refunds, and employs a penalty structure for non-compliance. Program revenues exceeded $375,000 in CY 2025. All this experience is brought to bear when our clients seek our help in establishing and justifying fees.

Assist with Proposition 218 hearings, noticing, and related processes.
We regularly assist in rate adjustment reviews and hauler-selection RFPs with new rates and fees therein, so we are familiar with the Prop 218 process. The City of Fountain Valley is a good local reference for this specific type of work (either Lia Gountoumas – soumelia.gountoumas@fountainvalley.gov or HyeJin Lee (former Fountain Valley Public Works Director and current City of Chino Public Works Director – hjlee@cityofchino.org)

Explore and potentially implement annual waste characterization audits to reduce SB 1383 procurement target.
As mentioned, we have regularly performed waste characterization studies (4 per-quarter) for the Costa Mesa Sanitary District for many years. We have previously performed such studies for local jurisdictions, waste haulers, and solid waste facility designers. We arguably have the most experience to perform this type of work for the City. However, we would first recommend looking at contractual means to require initial studies by your recurring service haulers. Many may already have internal records that might assist in determining the likelihood of procurement target reductions from the State's established generation factor. If this or a similar "exploration" process shows such an effort might be beneficial, we are confident in our ability to perform such studies.

Summary
Whatever challenges present themselves, we are confident in our ability to develop an effective solution and approach for the City of Cypress. In many cases this will be task work we can accomplish. However, if we believe there is a more effective solution, that does not mean work for us, we will suggest it. Being an effective and honest partner for our clients is the main reason we have so many long-term relationships.

QUALIFICATIONS TO PROVIDE ON-CALL SOLID WASTE CONSULTING SERVICES

FEBRUARY 9, 2026

CYPRESS, CALIFORNIA

MATRIX
CONSULTING GROUP

MATRIX CONSULTING GROUP

Elizabeth Camarena, Management Analyst
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Dear Ms. Camarena:

Matrix Consulting Group is pleased to submit its Statement of Qualifications to provide On-Call Solid Waste Consulting Services for the Cypress Public Works Department. This SOQ is based on our review of the request for qualifications, our background research on the City, and our experience conducting similar studies in California and nationwide. Our qualifications stand apart from other consulting firms for the following reasons:

- **Dedicated management consultant team**: Matrix Consulting Group is a firm that specializes in the evaluation of operations, processes, staffing, and organizational needs for local government public works and utility operations. We have conducted over 200 dedicated operational and staffing assessments, as well as more than 100 organization-wide assessments that included public works and utilities.
- **Client focus**: We pride ourselves on a project approach that develops recommendations tailored to each client's unique circumstances. We employ best practices and tailor recommendations to meet each community's needs and expectations. This approach has led to a high implementation of our recommendations and marked improvements in service delivery for our clients.
- **Project team qualifications**: We have a highly qualified consulting team that has worked together on similar projects. Our proposed Project Manager, Chas Jordan, has previously worked on multiple studies of solid waste collection operations and is a Certified SWANA Collection Systems Manager.

As the firm's President, I am authorized to represent the firm contractually and execute any service agreement. Jen Winter, a Vice President, can provide any additional information you may need during the evaluation period. We can be reached at the address and phone number below or via email at apennington@matrixcg.net and jwinter@matrixcg.net.

ALAN D. PENNINGTON
President, Matrix Consulting Group, Ltd.

MATRIX CONSULTING GROUP
1875 S Grant Street, Suite 960
San Mateo, CA 94402
650-858-0507

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INTRODUCTION TO FIRM

Matrix Consulting Group, Ltd. is a management consulting firm that provides high-quality analytical, evaluation, support, and training services to public-sector entities. Our firm is summarized as follows:

- We were incorporated in 2003 in California. Our headquarters are in San Mateo (with a satellite office in Irvine), and we have regional offices in 17 other states plus an office in Canada.
- We employ 32 full-time and 7 part-time, highly experienced management consultants specializing in public-sector management consulting. Our dedicated Public Works practice area includes former public works executives and career consultants. For this project, our proposed team includes:
  - **Jen Winter, Vice President and Public Works and Infrastructure practice leader:** Jen's analytical experience includes service delivery reorganization, performance/service level benchmarking, and staffing studies.
  - **Chas Jordan, Senior Manager:** Chas has previously worked on multiple solid waste collection operations studies and served in a community role overseeing an in-house solid waste collection system. He is a Certified SWANA Zero Waste Practitioner and previously held the certification in collection systems operations. Prior to joining Matrix, Chas spent four years at a Solid Waste Management Consulting firm, supporting local government operational, financial, and management systems. During his time at Matrix, he has assessed other California solid waste departments with regard to CalRecycle requirements and statewide organics requirements.

More information about the team can be found in the section titled *"Personnel*."

SERVICE AREAS

Since our founding, we have worked with over 2,000 public-sector entities, evaluating organizational structures, streamlining business processes to increase efficiency, evaluating service delivery approaches, ensuring functional alignment to enhance interdepartmental collaboration, and developing appropriate resource and staffing allocations.

We provide a full range of services to public sector organizations, including organizational and management studies, performance audits, cost of service and user fee studies, and targeted reviews of focused issues, such as fleet management.

Law Enforcement
Staffing analysis
Patrol scheduling & deployment
Community policing
Management studies
Amalgamation feasibility
Overtime audits
Projections and growth impact

Fire and EMS
Master and strategic plans
Station location planning
Staffing analysis
Scheduling and deployment
Standard of coverage
Management studies

Emergency Communications
Staffing analysis
Operations analysis
Consolidation feasibility

Financial Services
Cost allocation plans
User fees
Development impact / Nexus
Billable/hourly rates
Utility Rate Studies

Community Development
Permit streamlining
Organization and staffing
Permitting software decisions
Customer service

Public Works and Utilities
Organizational assessments
Staffing analysis
Infrastructure assessments
APWA Accreditation assistance
Preventive maintenance
Sustainability
Facilities management analysis
Solid Waste collection studies

Fleet Management
Utilization reviews
Fleet replacement planning
Maintenance operations
Sustainability
Technology

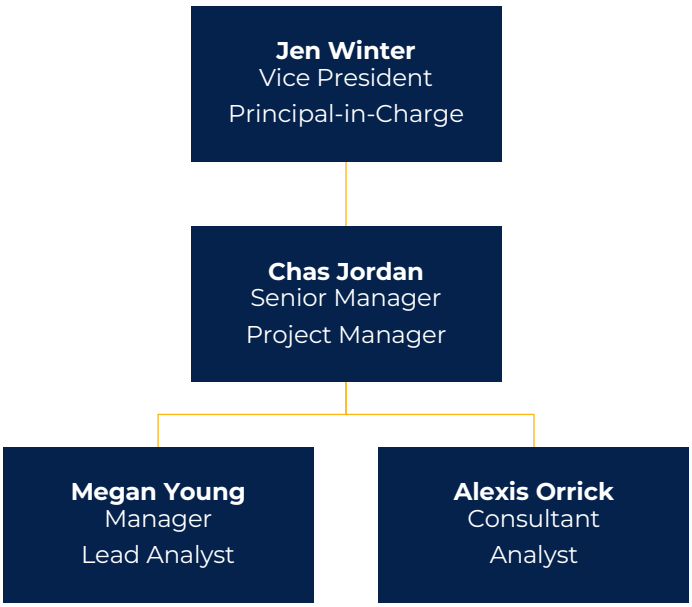
Parks, Recreation & Libraries
Master and strategic planning
Staffing and program analysis
Park condition assessments

Citywide and Countywide
Organizational assessments
Strategic planning
Staffing analysis
Management analysis
Administrative services

We have dedicated subject matter experts in each of these core areas.

PERSONNEL

We have proposed a qualified and experienced project team, shown below. The team comprises senior staff and individuals with extensive experience in conducting similar engagements.



Highlights of the Principal-in-Charge's and Project Manager's qualifications are below.

- **Jen Winter** leads the Public Works and Infrastructure Practice. Her analytical experience includes service-delivery reorganization, performance and service-level benchmarking, and staffing studies. Before joining the firm, Jen served as Public Works Director for Cedar Rapids, Iowa, and as City Engineer for part of her tenure as Director. She also led the Department's efforts to pursue APWA accreditation and to implement management, organizational, and strategic changes, including developing the Department's first strategic plan.
- **Chas Jordan** is a Manager and serves as a lead consultant on projects dealing with public works, solid waste, facilities, fleet management, utilities, parks and recreation, and administrative functions. Before joining the firm, Chas served for almost a decade as an analyst, manager, and Assistant Public Works Director overseeing solid waste and other public works operations, and previous to joining Matrix in 2022, he served as a solid waste management consultant specializing in collection operations, contracting, recycling management, rate studies, and management evaluation. He is a member of the Solid Waste Association of North America and is certified in Zero Waste Practices, as well as in Collection Operations.

Resumes for all proposed team members begin on the following page.



JEN WINTER, P.E.

Vice President

Jen leads our Public Works and Infrastructure practice area. She leads studies related to asset management, engineering, public works, solid waste, right of way, transportation, utilities, and related services.

Prior to joining Matrix Jen worked in local government as the Public Works Director for the City of Cedar Rapids. She has also served as the Regional Director for an engineering consulting firm. Her experience includes:

- Strategic planning, organizational and staffing assessments, data and workload analysis, needs assessments, public engagement, and best management practices evaluation and implementation.
- Process studies, process evaluation and reengineering.
- Asset management strategies critical to the planning and measurement of infrastructure.
- Project management of complex, high-dollar projects.
- Extensive training in and experience implementing organizational health initiatives.

EXPERIENCE HIGHLIGHTS:

BRADENTON, FL: PUBLIC WORKS AND UTILIITIES ANALYSIS

Jen was the project manager on the operational, staffing, and organizational assessment of the Department focused on APWA Accreditation, the implementation of best management practices, and organizational changes to promote effective service delivery. As part of the project the team analyzed solid waste and recycling services with considerations to expand recycling to reduce disposal costs.

STOCKTON, CA: PUBLIC WORKS ASSESSMENT

Jen was the project manager on this department-wide evaluation of Public Works that included a Waste and Recycling Division. The team reviewed staffing, organization, and operations with recommendations to reorganize Waste and Recycling.

ROLE ON THIS ENGAGEMENT:

Jen will serve as Principal-in-Charge

RELEVANT CLIENTS:

CA, Dublin
CA, Gilroy
CA, La Quinta
CA, Marin County
CA, Pismo Beach
CA, Redwood City
CA, SDCWA
CA, Santa Barbara
CA, San Bernardino Co.
CA, Santa Maria
CA, Stockton
CA, Vacaville
CA, West Sacramento
FL, Bradenton
FL, Dunedin
FL, Naples Airport
FL, St. Johns County
NC, Fayetteville
UT, Salt Lake City
WA, Issaquah
WA, Snohomish County
WA, Thurston County

YEARS OF EXPERIENCE:

25

EDUCATION:

BS, Iowa State University, Civil Engineering

PROFESSIONAL ASSOCIATIONS:

American Public Works Association (APWA)

APWA Center for Sustainability (past Chair)

American Water Works Association (AWWA)



CHAS JORDAN, MPA, S.C., PWE, ENV SP

Senior Manager

Chas Jordan manages projects dealing with solid waste, public works, facilities, fleet management, utilities, parks and recreation and administrative functions. He is SWANA Certified in Zero Waste and has previously been certified in Collection Systems. He is educated on California recycling and organics regulations.

Prior to joining Matrix, Chas served as an Assistant Public Works Director managing an in-house solid waste collection service for over 75,000 customers and served as a project manager for a solid waste management consulting firm. In this role he managed projects dealing with collection operations, solid waste master plans, and waste composition studies. His consulting expertise includes:

- Solid waste rate and cost of service analysis.
- Collection operations best practices and analysis.
- Waste and recycling composition audits and analysis.
- Strategic planning and accreditation management.

EXPERIENCE HIGHLIGHTS:

RALEIGH, NC: SOLID WASTE SERVICES STAFFING ASSESSMENT

- Included in a city-wide assessment to develop future staffing models for specific departments, serving as lead analyst to evaluate and project staffing needs for the City's Solid Waste Services.

STOCKTON, CA: PUBLIC WORKS DEPARTMENT ASSESSMENT

- Served as lead analyst on reviewing the Waste and Recycling Division, including staffing requirements and operational considerations for future improvements.

PEMBROKE PARK, FL: COLLECTIONS CONTRACT ASSISTANCE

- Served as project manager and primary consultant supporting the Town in determining whether to extend their contract for collection services, negotiate, or seek new procurement. This included evaluating cost benefit and market requirements.

ROLE ON THIS ENGAGEMENT:

Chas will serve as project manager for this engagement.

RELEVANT CLIENTS:

CA, Bellflower
CA, Brentwood
CA, EBRPD
CA, La Mesa
CA, Long Beach
CA, Moreno Valley
CA, Port of LA
CA, SDCWA
CA, Stockton
CA, Vacaville
CO, Fort Collins
FL, Bradenton
FL, Miami Beach
FL, Palmetto Bay
FL, Seminole Tribe
FL, St. Johns Co.
FL, St. Petersburg
MA, Lowell
MO, Jefferson City
MO, Lees Summit
NC, Raleigh
OH, Cincinnati
OR, Washington Co.
SC, Columbia
TX, Addison
VT, Burlington

YEARS OF EXPERIENCE:

18

EDUCATION:

MPA, University of North Florida

BA, University of North Florida

CERTIFICATIONS:

Solid Waste Association of North America (SWANA) Certified Zero Waste Practitioner

APWA Executive

ISI Envision Sustainability Professional (ENV SP)



MEGAN YOUNG, PMP, CPRE

Manager

Megan works with the firm's infrastructure and operations team, bringing more than twelve years of experience working with local and regional governments. Prior to joining Matrix, Megan served as Assistant to the City Manager, Parks and Grounds Administrator, and Public Works Operation Analyst in various organizations in South Carolina. Relevant experience includes:

- Maintenance management, including maintenance standards, asset and amenity management, and levels of service.
- Public Works operations, staffing, and capital improvement budgeting.
- Organizational and staffing assessments, operational assessments, and best management practices evaluation and implementation.

EXPERIENCE HIGHLIGHTS:

ALBEMARLE COUNTY, VA: FACILITIES & ENVIRONMENTAL SERVICES ASSESSMENT

Megan served as lead analyst on this project focusing on operational analysis of the Facilities and Environmental Services Department. The study also provided staffing for current needs and a maintenance review.

ROYAK OAK, MI: PUBLIC SERVICES ASSESSMENT

Megan served as the lead analyst on the City's comprehensive review of the Public Services Department. The study evaluated the operations, staffing, and organization of the Department, which includes wastewater, stormwater, streets, fleet, and facilities.

LONG BEACH, CA: PAVEMENT MANAGEMENT AUDIT

Megan served as the lead analyst on the review of the City's pavement management program. The study evaluated the operations, staffing, and organization of the Capital Improvement Program (CIP) and an analysis of pavement management practices, project planning and development, and reporting requirements.

ROLE ON THIS ENGAGEMENT:

Megan will be Lead Analyst.

RELEVANT CLIENTS:

CA, Long Beach
CA, EBRPD
CA, Vacaville
CA, San Mateo
MA, Lowell
MI, Rochester Hills
MI, Royal Oak
OR, Wilsonville
TX, Buda
VA, Albemarle County

YEARS OF EXPERIENCE:

12+

EDUCATION:

BA, Intercultural Studies for Business and Spanish, Wofford College - 2011

MPA, Clemson University - 2016

TRAINING & CERTIFICATIONS:

Project Management Professional: 2020, 2023, Project Management Institute

Certified Park and Recreation Executive: 2025, National Recreation and Parks Association

Certified Park and Recreation Professional: 2020, 2023, National Recreation and Parks Association



ALEXIS ORRICK

Consultant

Alexis Orrick recently joined our firm as a data analyst in our General Consulting Practice. Alexis works primarily on data analysis and metrics for operational, organizational, and staffing assessments.

Her relevant experience include:

- Reporting and Data Analysis
- Management and Communication
- Mixed Methods Research

EXPERIENCE HIGHLIGHTS:

LSE RESEARCH: PROGRAM EVALUATION

- Conducted program evaluation of Latimer Community Art Therapy (LCAT). Mixed methods reports (quantitative survey analysis, case studies, and interviews) sent to potential and existing funders to evaluate the efficacy of LCAT services.
- Created and maintained Excel and Google Sheets dashboards for automated data analysis of assessments (surveys).

FAMILY HEALTH CENTERS OF SAN DIEGO: DATA ANALYST

- Managed 3 databases (SQL, CMIS, EHR) & hundreds of Excel spreadsheets with confidential patient information (HIPAA).
- Responsible for Data Evaluation to ensure accurate and quality data was presented to grant funders during audits.

ROLE ON THIS ENGAGEMENT:

Alexis will serve as an Analyst.

RELEVANT CLIENTS:

CA, EBRPD
CA, Escondido
CA, Palo Alto
CA, San Mateo
CA, West Sacramento
MI, Rochester Hills
OR, Wilsonville
WA, Bellevue

YEARS OF EXPERIENCE:

6

EDUCATION:

MSc Applied Social Data Science – London School of Economics and Political Science

BA Political Science: Comparative Politics – University of California, San Diego

SUB-CONSULTANTS

All members of the proposed project team are full-time employees of Matrix Consulting Group.

PROJECT HISTORY

Our firm has conducted over 2,000 staffing and operations studies for local governments, including more than 200 dedicated public works and utilities studies. Highlights of our experience are presented below, and references are provided later in this proposal.

PUBLIC WORKS AND UTILITIES STUDIES

The table below summarizes our experience conducting comprehensive assessments of public works and utility operations, covering every aspect of these operations. Our recent experience includes the following clients:

Addison, Texas	**Los Angeles, California**	Rock County, Wisconsin
Bradenton, Florida	Lowell, Massachusetts	Royal Oak, Michigan
Eastern Iowa Airport, Iowa	**Menlo Park, California**	Salt Lake City, Utah
Fairway, Kansas	Milwaukee, Wisconsin	**San Mateo, California**
Fayetteville, North Carolina	Miami Beach, Florida	**Santa Maria, California**
Gilroy, California	Naples, Florida	St. Johns County, Florida
Joliet, Illinois	Oconomowoc, Wisconsin	**Stockton, California**
Lake County, Illinois	**Palo Alto, California**	**Vacaville, California**
La Quinta, California	**Pismo Beach, California**	Waukesha County, Wisconsin
Littleton, Colorado	Pittsburgh, Pennsylvania	**West Sacramento, California**

For all projects listed above, Matrix Consulting Group served as the prime consultant, and the teams included senior members of the proposed Cypress team. Details on any of the listed projects are available upon request.

SOLID WASTE STUDIES

Matrix Consulting Group provides solid waste consulting services to clients, supporting the development of management plans, collection operations studies, rate studies, diversion strategies, and procurement assistance. These studies are typically included in department or organization-wide studies. Recent clients include:

Bradenton, Florida	Raleigh, North Carolina	Scarsdale, NY
Fayetteville, North Carolina	**Redwood City, California**	**Selma, Kingsburg, and Fowler, California**
Napa, California	Royal Oak, Michigan	**Stockton, California**
Pembroke Park, Florida	**San Bernardino, California**	Washington County, Oregon

Details about any project listed above are available upon request.

MASTER CONTRACT / ON-CALL SERVICES EXPERIENCE

We have experience providing prompt services to clients under master contracts that cover on-call or as-needed services. We are currently on the following master contract lists:

Broward County, Florida
Charlotte, North Carolina
Fort Collins, Colorado
Los Angeles, California
Los Angeles Co., California
Montgomery Co., Virginia
Palo Alto, California
Port of Los Angeles, California
State of Michigan

Details about any project listed above are available upon request.

REFERENCES

The following are references for similar projects completed by the project team.

STOCKTON, CALIFORNIA

Organizational and Operational Assessment of the Public Works Department

William Crew
City Manager
(209) 937-8212
william.crew@stocktonca.gov

January 2024 – January 2025

The City of Stockton hired Matrix Consulting Group to conduct an operational and organizational assessment of the Public Works Department which included the Waste and Recycling division. The study aimed to identify opportunities to increase service delivery and effective and efficient operations and project management. The assessment included a best practice assessment and input from staff and internal stakeholders.

The assessment of the Waste and Recycling Division included a review of compliance with State of California CalRecycle and Organics regulations. The recommendations were compiled into an implementation plan with designated leads and timelines to assist the department throughout the implementation phase.

Personnel: Jen Winter, Chas Jordan
Dates: January 2024 – January 2025

BRADENTON, FLORIDA

Assessment of the Public Works and Utilities Department

Rob Perry
City Administrator
(941) 932-9442
rob.perry@bradentonfl.gov

We were retained by the City of Bradenton to conduct a comprehensive management, staffing, and operational assessment of the Public Works and Utilities Department and the Planning and Development Department. The goals of the study included an organizational efficiency and staffing analysis to help deploy strategies to utilize staff resources in the most effective manner, determine appropriate staffing levels for the Department, and recommend organizational structure changes to enhance service levels.

Recommendations included a reorganization of multiple divisions including Solid Waste, Fleet Maintenance, and Streets to better align teams and delivery of services. Matrix also recommended implementation of an asset management program and the use of technology for field staff to be able to assign and record work order information from the field.

Personnel: Jen Winter, Chas Jordan
Dates: September 2023 – June 2024

PEMBROKE PARK, FLORIDA

Solid Waste Procurement Assistance

Jeff Odoms, M.A.
Acting Public Works Director
(954) 966-4600
jodoms@tppfl.gov

The Town of Pembroke Park, Florida requested that Matrix Consulting Group review current agreements for solid waste collection services to determine course of action for the Town to consider including extending the contract or beginning a new procurement process.

The project team evaluated cost escalators and contractual provisions in the agreements to determine the best course of action for the Town to consider. Due to the time frames involved and the pricing history, it was recommended to request an extension to the current contract with provisions for potential negotiations.

Personnel: Chas Jordan
Dates: July 2025 – November 2025

Additional details and/or references are available upon request, and more information about our public works experience can be found by visiting www.matrixcg.net.

Statement of Qualifications to
Provide On-Call Solid Waste Consulting Services

Submitted by

Solid Waste Consultants
to Local Government

February 9, 2026

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Statement of Qualifications to
Provide On-Call Solid Waste Consulting Services

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1 Firm Introduction

MSW CONSULTANTS

Solid Waste Consultants to Local Government

February 9, 2026

City of Cypress
5275 Orange Avenue,
Cypress, CA 90630

Statement of Qualifications to Provide On-Call Solid Waste Consulting Services

Dear Selection Committee,

MSW Consultants is pleased to submit this Statement of Qualifications for on-call solid waste consulting services for the City of Cypress (City). We are a California-based consulting firm that specializes exclusively in providing technical, regulatory, and financial solid waste consulting support to public agencies.

We assist cities and special districts with the administration and implementation of municipal solid waste programs, with a particular focus on regulatory compliance, program documentation, and rate-related analysis. The firm routinely provides on-call support in the following areas:

- SB 1383 compliance program support
- Preparation and maintenance of SB 1383 Implementation Records
- Assistance during CalRecycle Jurisdiction and Agency Compliance Evaluations (JACE)
- Solid waste franchise and regulatory support
- Landfill and disposal agreement analysis
- Solid waste rate, cost-of-service, and financial evaluations

These services are provided in close coordination with agency staff and are tailored to each jurisdiction's operational structure and regulatory obligations.

We have direct experience supporting jurisdictions navigating evolving disposal agreements and increasing system costs. This includes work related to the Waste Infrastructure System Enhancement (WISE) Agreement in Orange County, as well as rate and cost-of-service analyses for municipal solid waste programs. We emphasize practical, defensible solutions that support compliance, transparency, and informed decision-making.

As an on-call consultant, we function as an extension of City staff, providing timely and focused support as needs arise. The firm's experience includes:

- Supporting agencies during active regulatory reviews
- Providing technical and financial analysis to inform policy and rate decisions
- Assisting staff with documentation, compliance readiness, and regulatory coordination

The experience and personnel presented in this Statement of Qualifications demonstrate our ability to support the City with responsive, technically sound solid waste services on an as-needed basis.

Thank you for your consideration. If you have any questions, please call me at (951) 704-9776, or email me at dave@msw-consultants.com.

Sincerely yours,



David Davis, CMA
President
MSW Consultants

2 Key Personnel and Responsibilities

The purpose of this section is to identify the professional personnel who will be responsible for planning, coordinating, and conducting the work under this on-call contract. The individuals identified on the following pages are committed to this project. Detailed qualifications, experience, and relevant project history are provided for each individual using the Standard Form 330 (SF-330) resume format, in accordance with the City's requirements. No sub-consultants are proposed for this contract.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David Davis	Project Director	30	26

15. FIRM NAME AND LOCATION *(City and State)*

MSW Consultants - Murrieta, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
California State University, Fullerton Bachelor of Arts, Finance	Certified Management Accountant

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SWANA, SCWMF, CRRA

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Stanton (Stanton, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Providing senior and technical oversight for SB 1383 compliance support, including preparation and maintenance of the City's Implementation Record, assistance during the CalRecycle Jurisdiction and Agency Compliance Evaluation (JACE) process, and support related to an Extraordinary Rate Adjustment. Serving as Project Director.

b.

(1) TITLE AND LOCATION *(City and State)*: Garden Grove Sanitary District (Garden Grove, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided senior and technical oversight related to regional landfill agreement support associated with the Waste Infrastructure System Enhancement (WISE) Agreement. Responsibilities included technical review and policy-level support for agency decision-making. Served as Project Director.

c.

(1) TITLE AND LOCATION *(City and State)*: Costa Mesa Sanitary District (Costa Mesa, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Currently providing a cost-of-service study and rate analysis in reponse to disposal and system cost impacts associated with regional landfill agreement changes, including those related to the WISE Agreement. Serving as Project Director.

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Girard Mobley	Project Manager	27	7

15. FIRM NAME AND LOCATION *(City and State)*

MSW Consultants - Murrieta, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
San Diego State University Bachelor of Arts, Finance Minor in Economics	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SCWMF

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Rancho Palos Verdes (Rancho Palos Verdes, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Managed SB 1383 compliance support during the City's CalRecycle Jurisdiction and Agency Compliance Evaluation (JACE), including preparation, organization, and review of Implementation Record materials, coordination with City staff, and assistance in responding to CalRecycle requests using the City's existing compliance software platform.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Stanton (Stanton, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided senior consultant support for SB 1383 compliance, including assistance with Implementation Record development, documentation review, and coordination during CalRecycle compliance activities.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Lomita (Lomita, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided SB 1383 compliance support, including review and organization of program documentation to support compliance readiness and Implementation Record maintenance.

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Lucas Arias	Senior Consultant	10	4

15. FIRM NAME AND LOCATION *(City and State)*

MSW Consultants - Murrieta, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
California State University, Northridge Bachelor of Music, Jazz Studies	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SCWMF

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Stanton (Stanton, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Served as Project Manager for SB 1383 compliance during the City's JACE Compliance Evaluation. Responsibilities included preparation, organization, and maintenance of the Citys Implementation Record, coordination with City staff, participation in meetings with CalRecycle, and assistance with responses to regulatory requests.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Lomita (Lomita, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Served as Project Manager for SB 1383 compliance support, including development and maintenance of the City's Implementation Record using consultant-managed compliance tools and coordination with City staff to support compliance readiness.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Rancho Palos Verdes (Rancho Palos Verdes, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided senior consultant support for SB 1383 compliance, including review and organization of Implementation Record materials and ongoing compliance readiness activities.

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Arisha Ashraf	Senior Consultant	20	1

15. FIRM NAME AND LOCATION *(City and State)*

MSW Consultants (Murrieta, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Ph.D., Environmental Economics Policy, University of California, Riverside M.A., International Development, Brown University B.S., Biology and International Relations, Boston University	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SCWMF

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: RRS (Multiple Jurisdictions)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2026 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Served as Project Manager for a multi-jurisdictional financial feasibility and reimbursement methodology analysis related to solid waste programs, including cost modeling and evaluation of reimbursement structures.

b.

(1) TITLE AND LOCATION *(City and State)*: Costa Mesa Sanitary District (Costa Mesa, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Served as Project Manager for a solid waste cost-of-service and rate modeling analysis addressing disposal and system cost pressures.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Lompoc (Lompoc, CA)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Provided senior consultant support for a solid waste financial plan and rate study, including cost-of-service analysis and rate evaluation.

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kayla Friederich	Consultant	5	4

15. FIRM NAME AND LOCATION *(City and State)*

MSW Consultants (Murrieta, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S., Environmental Systems (Minor: Communications), University of California, San Diego	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SCWMF

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
County of Riverside (Riverside County, CA)	Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Provided consultant support for countywide solid waste rate studies, including financial analysis and cost evaluation.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
County of San Luis Obispo (San Luis Obispo County, CA)	2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Provided consultant support for a solid waste franchise fee study, including financial analysis and documentation support.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Stanton (Stanton, CA)	Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Provided consultant support for solid waste rate studies and financial analysis associated with regulatory and system cost impacts.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

3 Similar Project History

City of Stanton — SB 1383 Compliance, JACE Support, and Rate Analysis

MSW Consultants has provided ongoing SB 1383 compliance support to the City of Stanton since 2022. Services have included preparation, organization, and maintenance of the City's SB 1383 Implementation Record, as well as direct assistance to City staff during the CalRecycle Jurisdiction and Agency Compliance Evaluation (JACE) process. MSW Consultants supported the City by reviewing existing program documentation, identifying gaps relative to SB 1383 requirements, and coordinating responses to CalRecycle inquiries.

We attended virtual and in-person meetings with CalRecycle, assisted City staff in responding to follow-up requests, and provided technical guidance throughout the compliance review process. In addition, MSW Consultants has supported the City with rate-related analysis, including review of cost documentation and technical support related to regulatory and disposal cost pressures.

Garden Grove Sanitary District — WISE Agreement Support

MSW Consultants provided technical and policy support to Garden Grove Sanitary District related to the Waste Infrastructure System Enhancement (WISE) Agreement in Orange County. Services included analysis of landfill agreement impacts, review of disposal and processing cost considerations, and participation in discussions related to the regional transition associated with the WISE Agreement.

We supported the District by evaluating how changes to regional disposal agreements could affect solid waste system costs and long-term planning considerations. This work required coordination with agency staff and familiarity with evolving Orange County landfill and disposal frameworks to support informed decision-making at the District level.

City of Rancho Palos Verdes — Solid Waste Regulatory Compliance Support

MSW Consultants has provided SB 1383 and solid waste regulatory compliance support to the City of Rancho Palos Verdes since 2022. Services have included review and organization of implementation record materials, evaluation of program documentation for completeness, and support for ongoing compliance readiness.

City of Lomita — SB 1383 Compliance and Implementation Record Support

MSW Consultants has provided ongoing SB 1383 compliance support to the City of Lomita since 2022. Services have included development and maintenance of the City's SB 1383 Implementation Record, coordination with City staff, and support for compliance readiness activities.

MSW Consultants assisted the City by organizing program documentation, reviewing materials for completeness, and providing technical guidance related to SB 1383 requirements. Compliance support was provided using MSW Consultants' proprietary compliance management tools, allowing the City to maintain an organized and defensible implementation record.

City of Temecula — SB 1383 Compliance Gap Analysis

MSW Consultants conducted an SB 1383 compliance gap analysis for the City of Temecula focused on evaluating the City's existing program documentation and compliance posture. As part of this effort, MSW Consultants requested existing records as maintained by the City, entered available documentation into a structured compliance framework, and assessed completeness relative to SB 1383 requirements.

The analysis identified documentation gaps and areas requiring additional development to support compliance readiness. MSW Consultants provided targeted feedback to City staff to support program improvements and future regulatory preparedness.

4 References

City of Stanton
Contact: Cesar Rangel, Director of Public Works
Address: 7800 Katella Avenue, Stanton, CA 90680
Phone: (714) 890-4203
Services Provided: SB 1383 compliance support, JACE assistance, implementation record development, and rate analysis
Dates of Service: 2022 – Present

City of Rancho Palos Verdes
Contact: Vanessa Hevener, Senior Administrative Analyst
Address: 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275
Phone: (310) 544-5245
Services Provided: Solid waste regulatory compliance support and implementation record preparation
Dates of Service: 2022 – Present

Garden Grove Sanitary District
Contact: Mark Ladney, Contract Manager
Address: 13802 Newhope Street, Garden Grove, CA 92843
Phone: (714) 741-5400
Services Provided: Regional landfill agreement technical support related to the WISE Agreement
Dates of Service: 2025

Proposal to
THE CITY OF CYPRESS

For

SOLID WASTE CONSULTING for SB 1383

Date: February 9, 2026

Submitted by:

Municipal Waste Solutions

Municipal Waste Solutions
PO Box 2045 Blue Jay, CA 92317 909-234-9099
Susan@mwsenvironmental.com

February 9, 2026

City of Cypress
Public Works Department
Cypress, California

Re: **Statement of Qualifications – On-Call Solid Waste Consulting Services**

Dear Evaluation Committee,

Municipal Waste Solutions, Inc. (MWS) is pleased to submit this Statement of Qualifications for on-call solid waste consulting services for the City of Cypress. MWS provides municipal consulting support to cities throughout Southern California, with experience spanning franchise administration, rate oversight, State regulatory compliance, and coordination with franchised haulers.

Cypress's solid waste program operates in an environment where routine administration increasingly intersects with external pressures, including disposal system disruptions and evolving regulatory expectations. MWS brings practical, real-world experience supporting cities through these conditions, with an emphasis on sound judgment, defensible decision-making, and maintaining constructive working relationships.

Our approach is intentionally flexible and responsive. We support City staff on an on-call, task-order basis, scaling effort to the nature of each issue and providing senior-level expertise when matters involve rate review, negotiations, or City Council consideration. Recent work includes assisting a city with review of an extraordinary rate adjustment request related to landfill disruptions, reinforcing the importance of focused analysis and clear communication during sensitive rate matters.

MWS values collaboration, transparency, and thoughtful problem-solving. We look forward to the opportunity to support the City of Cypress as a trusted advisor in administering its solid waste programs and navigating both routine and emerging challenges.

Thank you for your consideration.

Sincerely,



Susan Contreras
Chief Executive Officer / Principal Consultant
Municipal Waste Solutions, Inc.

1. Firm Overview and Qualifications

Municipal Waste Solutions, Inc (MWS) provides municipal solid waste consulting services to cities throughout Southern California, with a focus on franchised system administration, rate oversight, and State regulatory compliance. Our work is grounded in long-term public agency support and emphasizes practical guidance, sound judgment, and defensible decision-making.

We routinely work with City staff, franchised haulers, legal counsel, and elected officials on issues that require both technical understanding and careful coordination. Our approach is collaborative but independent, with the objective of helping cities protect ratepayers, maintain effective working relationships, and navigate complex solid waste issues with confidence.

Our experience includes on-call consulting arrangements, task-order based support, franchise agreement administration, extraordinary rate adjustment review, SB 1383 program oversight, and preparation of materials for City Council consideration.

2. Project Understanding

Cypress's solid waste program operates at the intersection of franchise administration, rate oversight, and evolving regulatory and disposal system conditions. While many aspects of the program are routine, emerging issues, particularly those tied to disposal availability and cost volatility, require timely, well-reasoned support that goes beyond standard compliance administration.

From a franchise perspective, the City must ensure that contractual provisions are applied consistently and that rate-related matters are evaluated in a manner that is fair, transparent, and defensible. Recent landfill closures and capacity constraints in Southern California have introduced new cost pressures that do not follow normal inflationary patterns. These conditions increase the likelihood of extraordinary rate adjustment requests and require careful evaluation to determine whether claimed impacts are appropriate, limited in scope, and consistent with franchise requirements.

At the same time, Cypress continues to carry ongoing responsibilities under SB 1383 and related State regulations. Compliance in this environment is not static; it requires active program administration, coordination with the franchised hauler and regulated entities, documentation, and readiness to respond to CalRecycle inquiries or audits. Effective support must be practical, scalable, and aligned with how the City actually operates.

Addressing these needs also requires coordination across City departments and, at times, direct support during discussions with the franchised hauler and presentations to City Council. The City benefits most from an on-call consultant who can step in quickly, assess conditions accurately, and help staff move forward with clarity and confidence.

3. Scope of Work / Areas of Interest

Municipal Waste Solutions, Inc. (MWS) provides on-call solid waste consulting services to support the City of Cypress in administering its franchised solid waste system, evaluating rate-related matters, and maintaining compliance with State regulatory requirements. Services are provided on a task-order basis and scaled to the City's needs and priorities.

3.A Franchise Administration and Program Support

MWS assists City staff with ongoing franchise administration, including interpretation of franchise provisions, coordination with the franchised hauler, and support related to service levels, compliance obligations, and operational issues. Our role is advisory in nature and focused on helping the City assess conditions, identify options, and address issues efficiently while maintaining constructive working relationships.

3.B Extraordinary Rate Adjustment and Negotiation Support

When extraordinary rate adjustment requests arise, MWS supports the City by assisting with evaluation of the request, framing positions, and participating in discussions with the franchised hauler as needed. Support may include review of supporting information, coordination with the City Attorney, and preparation of clear, defensible materials for City Council consideration. The objective is to ensure that any rate-related decision is reasonable, appropriately scoped, and consistent with the franchise agreement.

3.C SB 1383 and State Regulatory Compliance

MWS provides practical, implementation-focused support for ongoing compliance with SB 1383 and related State requirements. Services may include program monitoring, documentation and verification, coordination with the franchised hauler and regulated entities, oversight of edible food recovery activities, and assistance responding to CalRecycle inquiries or audits. Compliance support is structured to be scalable and aligned with City priorities.

3.D Monitoring, Assessments, and Route Review Oversight

At the City's direction, MWS may assist with monitoring activities such as contamination assessments, service level evaluations, and oversight of hauler-conducted route reviews. These efforts are intended to identify compliance gaps, inform corrective action, and support discussions with the franchised hauler regarding operational adjustments.

3.E Data Management and Reporting

Effective solid waste program administration depends on accurate data and clear documentation. MWS assists the City in maintaining records and reports necessary for regulatory compliance, program oversight, and audit readiness. Support is aligned with City-selected platforms and workflows and is intended to improve transparency while minimizing administrative burden on City staff.

3.F Public Education and Outreach Support (As Requested)

Public education and outreach are important components of effective program implementation. On an as-needed basis, MWS assists the City with development of outreach strategies and materials targeted to residents, businesses, and multi-family properties. Outreach support may include coordination with the franchised hauler, documentation of activities, and tracking of issues identified through engagement efforts. Outreach activities are tailored to City priorities and community needs.

3.G Edible Food Recovery Program Support

MWS provides advisory support related to edible food recovery requirements, including assistance with outreach to Tier 1 and Tier 2 generators, review of documentation, and coordination with food recovery organizations as appropriate. Our role is to help the City maintain practical oversight and defensible records without assuming operational control of food recovery programs.

3.H Approach to On-Call Solid Waste Consulting Services

Our on-call consulting approach is designed to provide Cypress with flexibility, responsiveness, and cost control. Services are authorized through task orders, with scope and effort defined in coordination with City staff and scaled based on urgency and complexity.

Key elements of this approach include:

- clear communication
- timely response
- appropriate matching of staff expertise to task complexity
- coordination with City-selected workflows and tools

This structure allows the City to address both routine needs and unexpected issues such as disposal disruptions or rate-related matters—without committing to unnecessary scope or cost.

All services will be initiated through City-approved task orders defining scope, schedule, and not-to-exceed cost. No work will be performed without written authorization from the City.

4. Relevant Project Experience

Municipal Waste Solutions, Inc. (MWS) has extensive experience providing on-call solid waste consulting services to municipalities operating franchised collection systems. Our work routinely involves franchise administration, rate and fee oversight, regulatory compliance, and support during complex or time-sensitive matters. The following examples highlight experience directly relevant to the City of Cypress.

- **City of El Monte – Franchise Administration and Extraordinary Rate Adjustment Review**

  MWS currently provides on-call solid waste consulting services to the City of El Monte, supporting franchise administration, regulatory compliance, and City oversight of the franchised waste collection system. Services include SB 1383 program administration, edible food recovery oversight, waiver review, data tracking and reporting, and coordination with City staff, legal counsel, and the franchised hauler.

  Most recently, MWS assisted the City with evaluation of an extraordinary rate adjustment request arising from regional disposal system changes following a major landfill closure. The request was addressed through a formal franchise agreement amendment. MWS's role included reviewing supporting documentation, evaluating the scope and reasonableness of claimed impacts, coordinating with City staff, and assisting with preparation of clear, defensible materials for City Council consideration. The effort focused on ensuring that the rate adjustment was limited to documented impacts, consistent with franchise provisions, and protective of ratepayer interests.

  In addition to the extraordinary rate adjustment work, MWS continues to support El Monte with ongoing franchise compliance monitoring, fee and reporting review, SB 1383 implementation oversight, and preparation of materials used for City decision-making.

  Key Personnel: Susan Contreras (Principal Consultant), Kyle Ippolito (Senior Consultant)

- **City of Huntington Park – Franchise Oversight and Regulatory Compliance**

  MWS provides on-call consulting services to the City of Huntington Park focused on franchise oversight, SB 1383 compliance administration, and solid waste program support. Services include ordinance development, procurement and enforcement support, edible food recovery oversight, compliance documentation, and coordination with the franchised hauler and City Attorney.

  MWS has also supported the City with franchise performance review and evaluation of rate-related and compliance matters, including preparation of materials for City Council consideration. This work requires close coordination with City departments and careful alignment of regulatory obligations with franchise requirements.

  Key Personnel: Susan Contreras (Principal Consultant), Kyle Ippolito (Senior Consultant)

- **City of La Puente – On-Call SB 1383 Compliance Administration**

  MWS provides ongoing on-call consulting services to the City of La Puente, supporting SB 1383 implementation and compliance administration. Services include waiver review and verification, edible food recovery oversight,

recordkeeping and reporting, route audit coordination, and assistance responding to CalRecycle inquiries.

MWS works closely with City staff and the franchised hauler to ensure compliance activities are documented accurately and maintained in a defensible manner while remaining aligned with City operations and priorities.

Key Personnel: Susan Contreras (Principal Consultant), Alicia Ice (Senior Consultant), Kyle Ippolito (Senior Consultant)

- **City of Maywood – Franchise Transition and Compliance Support**
  MWS has provided solid waste and recycling consulting services to the City of Maywood since 2016. Services include SB 1383 and AB 341 compliance administration, waiver and enforcement support, franchise oversight, and assistance during a franchised hauler transition.

  MWS's role has included evaluation of hauler performance, coordination of transition activities, and ongoing support to ensure continuity of service and regulatory compliance.

  Key Personnel: Susan Contreras (Principal Consultant), Kyle Ippolito (Senior Consultant)

5. Staffing and Key Personnel

MWS will assign experienced personnel with direct municipal solid waste consulting backgrounds to support the City of Cypress. Staff roles are aligned with the nature of each task, ensuring that senior-level expertise is applied where judgment, negotiation support, or policy guidance is required, while routine program administration is handled efficiently.

Resumes for key personnel, including the Project Manager, are provided under separate cover in Exhibit C format, as requested. Any proposed changes to key personnel would be subject to City approval.

6. Cost Proposal and Rate Structure

Services will be provided on an hourly basis consistent with the City's task-order structure. Hourly rates by position are provided separately, as requested. Our approach emphasizes appropriate staff assignment, clear task definition, and predictable invoicing to support effective budget management.

6. Closing Statement

The City of Cypress benefits from consulting support that combines technical understanding with practical judgment and real-world experience. MWS brings a collaborative, steady approach to complex solid waste issues and is prepared to support the City as an on-call advisor across franchise administration, rate oversight, regulatory compliance, and negotiation support.

EXHIBIT C
CONFIDENTIAL – KEY PERSONNEL QUALIFICATIONS
On-Call Solid Waste Consulting Services
City of Cypress

Municipal Waste Solutions, Inc. (MWS) submits the following Key Personnel Qualifications under separate cover, as requested by the City of Cypress. The individuals identified below will provide professional consulting services in support of the City's on-call solid waste consulting needs.

Staffing Approach

MWS assigns personnel based on the nature and complexity of each City-authorized task. Senior-level staff are engaged for matters involving franchise administration, rate oversight, regulatory interpretation, negotiation support, and City Council coordination. Implementation, compliance review, and documentation support are provided by experienced consulting staff as appropriate.

This structure ensures:

- effective application of senior judgment
- consistency in service delivery
- flexibility to scale support based on City priorities

Any proposed changes to key personnel will be subject to City approval.

Key Personnel

Susan Contreras
Chief Executive Officer / Principal Consultant

Ms. Contreras brings more than 30 years of experience in California municipal solid waste and recycling consulting. Her professional background includes franchise agreement administration, rate oversight, regulatory compliance, and strategic advisory support for cities operating franchised solid waste systems.

Ms. Contreras has extensive experience assisting cities with complex and sensitive matters, including extraordinary rate adjustment reviews, franchise compliance issues, procurement support, ordinance development, SB 1383 implementation, and coordination with City Attorneys and elected officials. She routinely supports City staff in preparing clear, defensible analyses and materials for City Council consideration.

She currently serves as the principal consultant for multiple Southern California cities, providing on-call advisory support related to franchise oversight, regulatory compliance administration, hauler performance review, and negotiation support.

PO Box 2045 Blue Jay, CA 92317 909-234-9099 Susan@MWSenvironmental.com

Kyle Ippolito
Senior Consultant / Regulatory & Franchise Lead

Mr. Ippolito is a senior consultant with more than 13 years of experience supporting municipal solid waste and recycling programs. He plays a central role in day-to-day regulatory implementation and works closely with the Principal Consultant to support City staff on compliance, franchise administration, and hauler coordination matters.

Mr. Ippolito's responsibilities include SB 1383 compliance administration, waiver review and verification, route review oversight, hauler performance and compliance review, data tracking and reporting, and support related to franchise interpretation and enforcement. He regularly assists with preparation of compliance documentation and materials used by City staff for internal review and regulatory coordination.

Alicia Ice
Senior Consultant – Compliance & Reporting

Ms. Ice supports MWS client cities with senior-level responsibilities related to regulatory compliance administration, implementation record maintenance, EAR data management and reporting, and administration of State grant programs, including SB 1383 Implementation Assistance, Beverage Container, and Used Oil programs.

She brings more than 15 years of experience working with commercial, industrial, multi-family, and single-family properties, combined with a strong background in education, training, and program development. Ms. Ice plays a key role in organizing compliance activities, maintaining accurate and defensible records, and supporting City staff with clear, timely reporting.

Ms. Ice holds a Master of Arts in Learning and Teaching and a California Multiple Subject Teaching Credential.

Nathan Kortsen
Compliance & Food Recovery Specialist / Consultant

Mr. Kortsen supports MWS client cities with SB 1383 compliance activities that span edible food recovery program oversight and broader compliance review functions. His responsibilities include conducting site visits for Tier 1 and Tier 2 edible food generators (EFGs) and food recovery organizations (FROs), verifying compliance with donation and recovery requirements, and supporting required documentation and reporting.

Mr. Kortsen also performs compliance reviews related to waiver eligibility, self-hauler requirements, and generator participation. He supports implementation recordkeeping, data tracking, and reporting activities to help cities maintain accurate and defensible records for CalRecycle review.

Acknowledgment
MWS understands that staffing assignments under the resulting agreement will be made on a task-order basis and that the City retains the right to approve key personnel assigned to the project.

Submitted by:
Municipal Waste Solutions, Inc.

Authorized Representative:

Susan Contreras
Chief Executive Officer / Principal Consultant
Date: February 9, 2026

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 03/10/2026

SUBJECT: **Approve an Agreement for On-Call Stormwater/Water Quality and Fats, Oils, and Grease (FOG) Program Management, Plan Review and Inspection Services**

RECOMMENDATION

1. Approve an agreement with Charles Abbott Associates, Inc. for on-call Stormwater/Water Quality and Fats, Oils, and Grease (FOG) program management, plan review and inspection services; and

2. Authorize the City Manager to approve annual task orders under this agreement, in an amount not to exceed the adopted annual budget for stormwater/water quality and FOG services.

DISCUSSION

The City is required to implement and maintain programs to comply with State and Federal stormwater, water quality and sanitary sewer regulations, including the Municipal Separate Storm Sewer System (MS4) Permit, National Pollutant Discharge Elimination System (NPDES) requirements, and local fats, oils and grease (FOG) regulations. These requirements include stormwater and water quality program administration, plan review, industrial, commercial, and construction inspections, FOG program management and inspections, and preparation of annual regulatory reports.

On-call or as-needed service contracts provide flexibility to implement and deliver these services as necessary. The City currently has on-call contracts for a variety of professional services, including architects, sewer, storm drain, traffic engineering, and construction management and inspection services.

In January, Public Works issued a Request for Qualifications (RFQ) through its online procurement system and received one proposal from Charles Abbott Associates, Inc. (CAA). Public Works reviewed the proposal, interviewed the firm, and recommends that

the City Council award an on-call contract to CAA. CAA is the City's current service provider and has been providing these services to Cypress for over seven years. CAA is familiar with the City's stormwater and FOG permit requirements, inspection programs, and development review procedures, and provides similar services to other Orange County cities.

The initial contract term expires on June 30, 2029, with two optional one-year extensions. Prior to starting any new service, CAA will provide a scope of work, project schedule, and fee proposal for review and approval.

BUDGET IMPACT

The approval of any work associated with on-call contracts requires sufficient amounts be available in the budget. Sufficient amounts will be included in the FY 2026-27 Storm Drainage and Sewer Funds Budget for the recommended services. A portion of the costs associated with the plan review and inspection services are reimbursed by developers, applicants, and businesses.

LEGAL REVIEW

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

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Contract Agreement
Statement of Qualifications

AGREEMENT FOR PROFESSIONAL STORMWATER/WATER QUALITY AND FATS OILS AND GREASE (FOG) PROGRAM MANAGEMENT, PLAN CHECK, INSPECTION, AND RELATED SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND CHARLES ABBOTT ASSOCIATES INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Cypress, a California municipal corporation ("City") and Charles Abbott Associates Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

_____

(Name) (Title)

(Name) (Title)

(Name) (Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

CANCELLATION:

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

[to be initialed] _____
Contractor Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Contractor.

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

7.9 Attorney's Fees.

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

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

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

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

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
City of Cypress, a municipal corporation

_____
Leo Medrano, Mayor

ATTEST:

_____
Lisa Berglund, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
William Wynder, City Attorney

CONTRACTOR:

_____

_____

By:
_____
Name:
Title:

By:
_____
Name:
Title:

Address: _____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

1.0 Stormwater Quality and Fats, Oils & Grease (FOG) Program Management

1.1.1 MS4 Permit Compliance Plan Development

Develop a plan outlining how the City will stay in compliance with Baseline Requirements per the 2009 MS4 permit, and any subsequent Permits. Said plan shall also identify actions the Consultant shall implement during the first 12-month transition period to establish an acceptable level of service for the City.

1.1.2 Industrial and Commercial Facility Control Program

- Update the City's Industrial and Commercial Facility Database, as necessary. This will be completed by using business listing data provided by the City.

- Manage inspections of identified Industrial and Commercial Facilities to ensure implementation of Best Management Practices (BMPs), eliminate illicit connections and/or discharges to control discharge of pollutants to the MS4, and verify permit compliance.

- Monitor and provide enforcement services, where necessary, to ensure Industrial and Commercial Facilities continue to implement BMPs and verify no illicit connections and/or discharges are occurring within the City's watersheds/sub-watersheds.

1.1.3 Illegal Discharge and Illicit Connections (ID/IC) Program

- Manage the City's Illegal Discharge/Illicit Connection program as identified in the MS4 Permit and modify as necessary.

1.2 New Development and Re-Development Effectiveness Tracking

Consultant is to maintain city owned databases to track specific information related to new and re-development projects subject to minimum control measures. The data will be used to assess the effectiveness of the Low Impact Development (LID) requirements for land development and to fulfill reporting requirements. Tracking shall also include performance of water quality management plan (WQMP) post verification inspections and photographic images of stormwater treatment measures installed at projects and incorporating them into the data.

1.3 Public Education & Municipal Activities Programs

1.3.1 Public Education Program: Consultant is required to stay informed and coordinate all public information and participation events provided by the County of Orange, including ensuring

that these programs reach the City of Cypress's residents and business community via various platforms including social media.

1.3.2 Municipal Activities Program: Examine the City of Cypress's Municipal Activities Program by ensuring the City is up-to-date and continues to remain in compliance with the following programs:

- Public Construction Activities Management
- Municipal Facility Inventory
- Inventory of Existing Development for Retrofitting Opportunities
- BMPs for Municipal Facilities and Activities
- Landscape, Park, and Recreational Facilities Management
- Municipal Employee and Contractor Training

1.4 Preparation of Various NPDES Reports

Consultant is responsible for the collection of all pertinent data and preparation of the annual Program Effectiveness Assessment (PEA) which illustrates the NPDES activities completed by the City to remain in compliance with the NPDES Permit. This will entail collaborating with the various departments in collecting data and narrative information necessary to complete the document.

Consultant shall also be responsible for completion of other reports that may arise relative to the stormwater provisions, such as quarterly reporting to the regional board. This will entail collaborating with the various departments to compile data and prepare said reports. Where applicable, data tracking, documentation, and report development shall be supported through the City's cloud-based OpenGov system and the City's Quickbase database.

1.5 Monitor NPDES Regulatory and Legislative Activities

Consultant will be responsible for monitoring all pending regulatory and/or legislative actions that may have an impending impact on the City and provide recommendations on how to address them to keep the City in compliance. This includes, but is not limited to, the pending 5th Term NPDES Permit, Trash Provisions, Watershed Management Plans, and Total Maximum Daily Load (TMDL) Compliance. If necessary, Consultant will provide the technical assistance to address these matters including preparation of any guidance documents necessary to implement these regulations.

1.6 Represent the City at NPDES Related Meetings

Attend various NPDES- related meetings such as the General Permittee, LIP/PEA Sub-Committee, Trash Provisions Committee, Legal/Regulatory Authority Committee, Watershed Improvement Projects Sub-Committee (WIPS), Public Education Sub-Committee, and report to the City on any matters which may have an impact on the City.

The consultant shall provide personnel that have extensive knowledge of NPDES Permit and WDRs and applicable laws and regulations, sanitary sewers, stormwater and act in a professional manner. The Consultant shall furnish adequately trained inspectors with the knowledge, skills, and abilities to perform inspections at food service establishments for compliance with local surface water quality FOG regulations (City of Cypress Ordinance No. 1065), which can be found at www.cypressca.org under "Municipal Code") and take appropriate enforcement actions based on observed violations. Consultant will inspect all Grease Interceptors and Grease Traps within the City of Cypress sewer service area twice per year. Consultant shall also perform Grease Best Management Practices Inspections on an annual basis.

Consultant shall also ensure that the employee assigned to the City possesses the appropriate certifications including a Qualified Stormwater SWPPP Developer (QSD), Certified Professional in Municipal Stormwater Management (CPMSM) Certified Professional in Stormwater Quality (CPSWQ), and a PC 832 certification to effectively perform the required duties. As part of the proposal, consultant shall identify the Consultant shall submit a monthly report to the City identifying all tasks completed as per the scope of work.

When required, personnel shall hold the appropriate licenses and certification as required by the work and be properly trained in accordance with the NPDES Permit and WDRs. Documentation to that effect will be provided before start of personnel on the contract and annually prior to July 1, each year for submittal of the City's annual report to the Regional Board.

The Public Works Director, at his/her discretion, may remove any employee deemed unsuitable and the consultant shall replace said employee with new personnel.

1.7 Fats, Oils & Grease (FOG) Program

The consultant shall provide professional Fats, Oils & Grease/Environmental Compliance, Inspection, and Plan Check Services on a Time and Material, Not-to-Exceed basis, to the City of Cypress, including:

a. Attending meetings upon request of the Contract Officer
b. Permit and Grant Application Services as directed
c. Public Outreach Services as directed

2.0 Stormwater Quality and Fats, Oils, and Grease (FOG) Inspection Program

Consultant shall manage and conduct the City's Stormwater Quality and Fats, Oils, and Grease (FOG) Control Program to ensure compliance with applicable Federal, State, and local regulations and to minimize FOG discharges into the City's sewer collection system.

The consultant shall provide NPDES inspection and audit compliance services that are in compliance with State of California Regional Water Quality Control Board Santa Ana Region Order No. R8-2009-0030, NPDES Permit No. CAS618030 as Amended by Order No. R8-2010-0062, land, state and redevelopment law. More specifically, attention is directed to Section IX, Municipal Inspections of Industrial Facilities and Section X, Municipal Inspections of Commercial. If the consultant provides building and grading inspection services for the City, the consultant shall coordinate all activities related to NPDES Permit compliance that affect such.

The consultant shall provide Fats, Oils, and Grease (FOG) inspections that are in compliance with the State of California Regional Water Quality Control Board (RWQCB), Santa Ana Region Order No. R8-2009-0030, General Waste Discharge Requirements (WDR) for all Sewage Collection Agencies in Orange County within the Santa Ana Region and State Water Resources Control Board (State Water Board) adopted Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems, Water Quality Order No. 2022-0103-DWQ (Sanitary Sewer Systems WDR).

The consultant shall furnish all labor, equipment, materials, tools, services and special skills required to perform "FOG compliance inspections" at food service establishments within the City of Cypress, as prescribed by the WDR Order and the specifications included in this document.

The consultant shall provide sufficient personnel, materials, and supplies to accomplish the inspections of approximately 150 food service establishments and approximately 200 industrial and commercial facilities. It is anticipated that there will be follow-up inspections conducted when violations are observed during routine inspections, and all photographs taken by the consultant must be able to be geolocated.

The consultant shall utilize wireless devices to connect to the City's online databases (OpenGov and Quickbase) to enter in inspection information in real-time but no later than the same day the inspection is performed. The wireless devices shall be either a laptop, tablet type or smart phone device that has the ability to print the inspection directly in the field to provide to the facility representative. This requirement may be waived at the discretion of the Public Works Director depending upon the device chosen. The devices are subject to the approval of the Public Works Director. These requirements do not relieve the consultant of any required paper documentation that is necessary or required for compliance with the NPDES Permit and WDRs. Please note, some facilities will require inspection reports to be handwritten on a City form and a physical copy be left at the facility. In addition, all data collected shall become the property of the Public Works Department and shall be provided to the City in a format approved by the City.

Other tasks, including office work (when not at City of Cypress), non-routine fieldwork (i.e. special site inspections and some follow-up inspections) may be requested.

Consultant shall coordinate with the Authorized City Representative and provide schedules that will accomplish the inspections within the required timeframe. The Consultant shall perform inspections twice per year on behalf of the City of Cypress, and will perform the following minimum actions at all inspections:

- Contact Food Service Establishment representative.
- Determine capacity and condition of grease interceptor/trap and record inspection results/findings.
- Review recent pumping manifests and/or grease receipts and input into database.
- Inform Food Service Establishment representative of all findings and/or actions.
- Issue Notice of Non-Compliance if necessary and provide follow up as needed.

Consultant shall provide all dischargers and/or Consultants with all relevant documents pertaining to the City of Cypress sanitary sewer ordinance requirements. These documents shall be drafted, approved, and supplied by the City of Cypress. All pictures, video, documentation, etc., shall be made available to the City of Cypress at all times and become property of the City.

Consultant shall provide database updates to the Authorized City Representative upon conclusion of each round of inspections. The database will include all food service establishments which do and/or do not discharge wastewater containing fats, oil, or grease (FOG) into the sanitary sewer collection system. This database will include, but is not limited to, the following information:

- Name and location of food service establishment.
- Property owner, manager, contact person name(s) and phone number(s).
- Grease interceptor/trap location, number of inspection points and volume in gallons of grease control device.
- Date of inspection, most recent pumping date, and condition of interceptor/trap.
- Waste hauler names, addresses, and phone numbers.
- Notice of Non-Compliance issuance date(s), re-inspection dates, and findings as well as any/all relevant information.

Consultant shall keep all written records and all computer files/discs for a minimum of three years. All records will be made available to the City of Cypress at all times and submitted to the City of Cypress after the three-year period. Consultant shall gather, maintain, and provide a complete database of all food service establishments which do and/or do not discharge wastewater containing fats, oils, or grease (FOG) into the sanitary sewer collection system.

Consultant shall perform on-site Grease Best Management Practices inspections at all food service establishments listed currently, or in the future, within the City of Cypress food service establishment database, twice per year. Consultant shall inspect each food service establishment a total of two times, the initial inspection and then the follow-up inspection if the facility is found non-compliant. If compliance is not obtained by the food service establishment after the second inspection, the Consultant will notify the City of Cypress of all such food service establishments, along with all relevant information, including the reason(s) for the issuance of the Notice of Non-Compliance.

Consultant shall conduct field inspections of food service establishments to ensure compliance with applicable local surface water quality regulations and related Grease Best Management Practices (GBMPs). Consultant shall inspect for the following during these inspections: (1)

Removal of Garbage Grinder (2) Inspect Grease Collection Maintenance Logs, Exhaust Hood Maintenance logs and Employee Training logs (3) Inspect for installation and maintenance of all Drain Screens (4) Inspect to ensure Food Waste BMP's are followed (5) Inspect to ensure Dry Wiping BMP is followed (6) Inspect for Emergency Spill Materials or Spill Response Kit (7) Inspect to ensure Storm Water/Grease BMP poster(s) are located in approved areas. The inspection findings shall be entered into an electronic inspection tracking system prepared by the City and that can feasibly be used by the City for monitoring purposes.

Consultant shall notify all dischargers found to be in non-compliance or subject to notice of violation. Consultant shall not provide any form of legal enforcement or take part in any form of enforcement action(s). All legal enforcement and actions taken against any discharger by the City of Cypress, after the notice of noncompliance procedures have been fulfilled by the Consultant, will be the sole responsibility of the City of Cypress. Consultant shall cooperate in full with the City in all matters regarding possible enforcement actions(s) and other general matters regarding the City's sanitary sewer ordinance requirements.

Consultant shall be available to provide consultation for items such as City Council meetings, workshops, or community meetings, at a rate approved by the City of Cypress and the Consultant.

Consultant's employees shall maintain a neat, well-groomed, appearance at all times while performing duties related to this program. Hair (including facial hair) shall be maintained in a neat, well-groomed fashion. The employees' clothing shall be professional and maintained in a clean and neat order with no rips, tears, or permanent stains present. Employees with tattoos and/or body piercing that are determined by the Authorized City Representative to potentially present an unprofessional appearance, or one which is not in keeping with the professional image the City wishes to present, shall immediately be replaced with an employee who meets all criteria required in these specifications.

Consultant's employees shall act in a courteous, professional manner at all times while working on the project. Every effort shall be made to perform the work causing the least disturbance to the business being inspected. Any employee, who is determined to be incompetent, disorderly, intemperate, or otherwise objectionable, shall immediately be removed and replaced with a satisfactory employee.

Consultant shall present an official form of identification at all times when conducting inspections.

Consultant shall maintain an office at some fixed place and shall maintain a telephone at this office, which should be listed in the telephone directory in the firm's commonly known name, and shall at all times have a responsible person(s), employed by the Consultant, to take all necessary action regarding all inquiries and complaints that may be received from the City and/or business owner during normal work hours. These inquiries will likely include but not be limited to the following:

- Questions from Field staff asking for clarifications of program requirements.
- Questions from City staff regarding staffing, data management, and billing issues.

Because of the potential technical nature of these questions, the individual(s) responsible for this effort shall be thoroughly knowledgeable about the Fats, Oils, and Grease Program, especially as it applies to the City of Cypress's program.

The Consultant's field inspectors shall be equipped with a cellular phone to allow immediate contact by Cypress's Contract Officer. The inspector shall be reachable between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and 8:00 a.m. and 5:00 p.m., Friday.

Any complaints or questions that cannot be resolved by the Consultant shall be referred to the City Representative.

Employees shall be trained to recognize typical hazards associated with food service establishment activities. It shall be the Consultant's responsibility to train employees to identify hazards associated with food service establishment activities. Any hazards present at food service establishments that would prevent the employee from safely conducting the inspection, shall be reported to the Authorized City Representative. An inspection shall not be conducted while this hazard or safety concern exists.

General safety precautions (i.e. proper driving practices, wearing hard hats, ear protection, etc. in prescribed areas, avoiding confined spaces, etc.) shall be exercised by Consultant staff at all times.

The Consultant's project manager shall review inspection activities as necessary for the purpose of determining compliance with these specifications. The topics to be addressed include but are not limited to the following:

- Providing complete site reviews to ensure compliance with applicable regulations.
- Providing appropriate notifications to food service establishments being inspected.
- Providing courteous and professional inspections at food service establishments.
- Providing the appropriate rate of inspections to ensure all sites which require inspections during the fiscal year are inspected as prescribed by the program.
- Providing a summary of unusual or outstanding issues concerning noncompliance or other ongoing issues of concern.
- Providing information or suggestions for modification or revision of the database maintenance and information processing program.

Conferences shall be scheduled by the Consultant to review the findings of the service level reviews with the City Representative. The Consultant's representative must be authorized to sign documents and/or effect changes to the work being performed. Consultant shall provide stormwater inspections of other facilities such as homeowner associations, as required, to conform to the requirements of the City's latest NPDES Permit.

Consultant shall submit timely billing and invoices through the manner prescribed by the Contract Officer including online submittal. In no case shall the consultant allow invoices to fall or lapse greater than 45 days. The invoice shall also tabulate submitted/paid to date monthly from the start

of the Fiscal Year. There shall be separate invoices for Commercial/Industrial Program and FOG Program or as directed by the Contract Officer.

3.0 Water Quality Management Plan Review Services

3.1 Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

3.1.2 Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats: Word Processing Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD and Adobe Acrobat Reader. All final plans shall be submitted electronically via a file-share cloud service approved by the City Engineer.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

The Consultant agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

3.1.3 Key Personnel: The Consultant shall not reassign any personnel mentioned in the SQQ/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

The Consultant's project manager shall supervise and direct the services and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion, to require the removal of the Consultant's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and requests such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

3.1.4 UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer will be considered as unauthorized and at the sole expense of the Consultant. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

3.1.5 AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative, and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

3.1.6 CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

3.1.7 SUBCONSULTANTS: The City reserves the right of prior approval of all Subconsultants and retains the right to request the Consultant to terminate any Subconsultant, for any reason deemed appropriate by the City, by notifying the Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said Subconsultant immediately.

The City shall have no liability to any Subconsultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Consultant.

3.1.8 Direct Expenses: It is expected that the Consultant has extensive knowledge and experience in performing this type of work. The Consultant shall prepare a not-to-exceed budget for direct expenses and breakdown costs for services such as copying blueprints, computer time, reproduction, delivery, and any other foreseeable expenses not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

3.1.9 Direction of Work: All performed work shall be reviewed, approved, and signed by a qualified and licensed professional who shall maintain a valid professional registration for the duration of the performance of work. Should the work involved be that of Storm Water Pollution Prevention Plan (SWPPP) review, the consultant shall possess the additional certification of a Qualified Storm Water Pollution Prevention Plan Developer (QSD).

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

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

III. **DELETE** Section 2.1 and **REPLACE** with the following:

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

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

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, with an initial contract term from April 12, 2026 to June 30, 2029, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of two (2) extended terms of one (1) year. In order to do so, City shall, within ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of one (1) additional year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.

At the expiration of the term of this Agreement, if the City requires additional time for the Services to be performed, as confirmed by City to Contractor in writing, this Agreement shall be extended on a month-to-month basis. In such instance, in the absence of a written communication from City to Contractor to the contrary, the term of this Agreement shall be subject to termination upon thirty (30) days prior notice by either party. Such month-to-month extension shall not be deemed a renewal of the full term or an extension for any further term. City shall pay Contractor the applicable monthly Compensation or the pro-rata Compensation amount, and the month-to-month term shall be subject to every other term, covenant and condition in this Agreement that is consistent with and not contrary to a month-to-month term."

V. **ADD** the following language to Section 4.4, "Independent Contractor":

"Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. In addition to any other indemnification, defense, or hold harmless obligation of Consultant under this Agreement, in the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall Indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable

to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City."

VI. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

VII. **DELETE Section 5.1(d)** and **REPLACE** with the following**:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VIII. **Section 5.2 shall be amended as follows:**

"All of said policies of insurance shall provide that said insurance may not be ~~amended or~~ cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by ~~certified~~ mail ~~return receipt requested~~ to the City***, except for non-payment of premium, when ten day's notice will be provided***. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer."

IX. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City

Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer and/or Director of Public Works. Requests for cost or rate increases, as set forth in Exhibit "C-1", may be made on an annual (fiscal year) basis, and shall be: (1) based on the April CPI-U (Consumer Price Index for All Urban Consumers) for Los Angeles-Long Beach-Anaheim, CA; (2) approved by the Contract Officer; (3) not exceed 5% per year.

III. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.

IV. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

V. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

EXHIBIT "C-1"

Rate Schedule FY 2026-2027

Environmental Services

Classification	Hourly Rates
Environmental Director	$175.00
Environmental Program Manager	$155.00
Environmental Program Support*	$135.00
Sr. Environmental Plan Review**	$165.00
Environmental Plan Review**	$125.00
Environmental Analyst*	$120.00
Environmental Associate	$115.00
Environmental Inspector*	$110.00

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The preceding rates apply exclusively to non-prevailing wage projects. In California, where payment of local prevailing wages on public works projects is mandated, the hourly rates for prevailing wage project inspection will be $190.00 for regular time; $250.00 for overtime on Mondays through Saturdays; and $275.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

** Environmental Plan Review rate applies to post construction stormwater plan reviews such as WQMP reviews or equivalent.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Consultant, including, but not limited to, a Not-to- Exceed fee for services rendered for each Task Order.

II. In the case of emergency work, Consultant shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

III. Contract shall commence om April 12, 2026.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.



Charles Abbott Associates, Inc.

STATEMENT OF QUALIFICATIONS TO PROVIDE

Professional Stormwater Quality and FOG Program Management, Plan Check, and Inspection Services

City of Cypress

Attn: Elizabeth Camarena, Management Analyst
Public Works Department
5275 Orange Avenue
Cypress, CA 90630

Due Date: January 16, 2026 by 2:00 P.M.

Charles Abbott Associates, Inc.
27201 Puerta Real #220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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Cover Letter



City of Cypress
Attn: Elizabeth Camarena, Management Analyst
Public Works Department
5275 Orange Avenue
Cypress, CA 90630

Subject: Statement of Qualifications to Provide Professional Stormwater Quality and Fats Oils and Grease (FOG) Program Management, Plan Check, and Inspection Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit our Statement of Qualifications to the City of Cypress to provide comprehensive Stormwater Quality and Fats, Oils, and Grease (FOG) Program Management, Plan Check, and Inspection Services. For more than 40 years, CAA has served as a trusted municipal partner throughout California, specializing in stormwater program implementation, supporting Municipal Separate Storm Sewer System (MS4)/Nation Pollutant Discharge Elimination System (NPDES) compliance, environmental plan review, inspection services, and regulatory reporting for public agencies.

CAA has been providing environmental and stormwater compliance services to the City of Cypress since 2005, supporting the City's ongoing compliance with the MS4 Permit, including stormwater program management, Water Quality Management Plan (WQMP) and Stormwater Pollution Prevention Plan (SWPPP) reviews, industrial and commercial inspections, and FOG program implementation.

Our local Southern California office enables CAA to provide responsive, on-site and remote support using a dedicated team of certified stormwater professionals, including Qualified SWPPP Developers and Practitioners (QSD/QSP), Certified Professionals in Municipal Stormwater Management (CPMSM), Certified Professionals in Stormwater Quality (CPSWQ), Certified Professionals in Sediment and Erosion Control (CPESC) and experienced environmental inspectors and plan reviewers. Our staff routinely performs MS4 program management, FOG program management, WQMP reviews, stormwater plan reviews, SWPPP reviews, industrial and commercial facility inspections, illicit discharge investigations, FOG inspections, audit support, and MS4 Permit reporting including the annual Program Effectiveness Assessment (PEA) for cities throughout Orange County and the Santa Ana Region.

CAA's services are demonstrably effective, efficient and reliable, as evidenced by our most recent audit results from the State. Receiving top audit outcomes reflects our consistent adherence to regulatory standards, operational rigor, and commitment to accountability. These results validate that our programs and processes deliver measurable success, quality and compliance at the highest levels.

CAA's team has direct, hands-on experience implementing the exact services outlined in the City of Cypress RFQ. Our program managers and reviewers provide thorough and defensible WQMP and SWPPP plan check services for both public and private development projects, including construction compliance verification, redline plan comments, applicant coordination, and technical guidance to City staff. Our inspectors conduct routine industrial, commercial, construction, post-construction, and FOG inspections in accordance with MS4 Permit requirements and the City's FOG Ordinance, ensuring consistent documentation, timely reporting, and clear communication with facility operators.

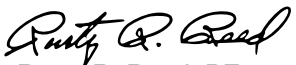
In addition to inspection and plan review services, CAA supports the City with stormwater program management activities including Local Implementation Plan (LIP) updates, preparation of the annual Program Effectiveness Assessment (PEA), coordination of data collection across departments, regulatory reporting, audit preparation, and ongoing monitoring of evolving MS4 Permit requirements. Our familiarity with the City's databases and cloud-based systems allows us to efficiently manage inspection data, reporting, and documentation while maintaining transparency and regulatory defensibility.

CAA's approach emphasizes efficiency, accountability, and customer service. We prioritize effective scheduling, clear communication, and appropriate staffing to ensure plan reviews and inspections are completed within required timeframes. Our team works collaboratively with City staff, applicants, and business owners to facilitate compliance while minimizing delays and maintaining a high level of professionalism in all interactions.

CAA appreciates the opportunity to continue supporting the City of Cypress. We are committed to providing reliable, high-quality stormwater and FOG program services that help the City remain compliant, responsive, and well-positioned to meet current and future regulatory requirements. We look forward to the opportunity to continue our partnership with the City.

CAA is committed to serving as a long-term partner to the City of Cypress, providing continuity of staff, institutional knowledge, and adaptable support throughout the duration of the contract.

Sincerely,



Rusty R. Reed, PE
President
Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691
Tel: (866) 530-4980 | Email: rustyreed@caa.inc

Firm Organization



Company Name & Address:	Charles Abbott Associates, Inc. (CAA) 27201 Puerta Real, #200 Mission Viejo, CA 92691 (866) 530-4980
Primary Contact:	Rae Beimer, Director of Environmental Services 27201 Puerta Real, #200 Mission Viejo, CA 92691 (714) 788-6936 raebeimer@caa.inc
Entity Type:	Corporation
Federal Tax ID:	33-00753899
Years of Relevant Experience:	42 (founded 1984)

CAA only provides services to public agencies, not private or institutional clients. Our approach emphasizes both regulatory rigor and operational flexibility, ensuring the City's stormwater program remains compliant, efficient, and adaptive to emerging requirements.

CAA brings a proven track record of delivering full-service municipal stormwater program support throughout California, with a strong emphasis on supporting compliance with MS4 NPDES permit requirements. Our firm has partnered with numerous local agencies to design, implement, and manage regulatory programs aligned with the expectations of Regional Water Quality Control Boards, including the Santa Ana Region.

Our team has successfully led projects involving:

- Development and implementation of Local Implementation Plans (LIPs)
- MS4 NPDES program oversight and coordination
- Preparation of annual and quarterly MS4 Permit compliance reports
- Construction and post-construction stormwater inspections
- Illicit discharge investigations and enforcement
- Total Maximum Daily Load (TMDL) and Trash Amendment planning and support
- Industrial and commercial facility audits and outreach
- Public education campaign design and implementation
- On-site and virtual training for municipal staff on key program elements

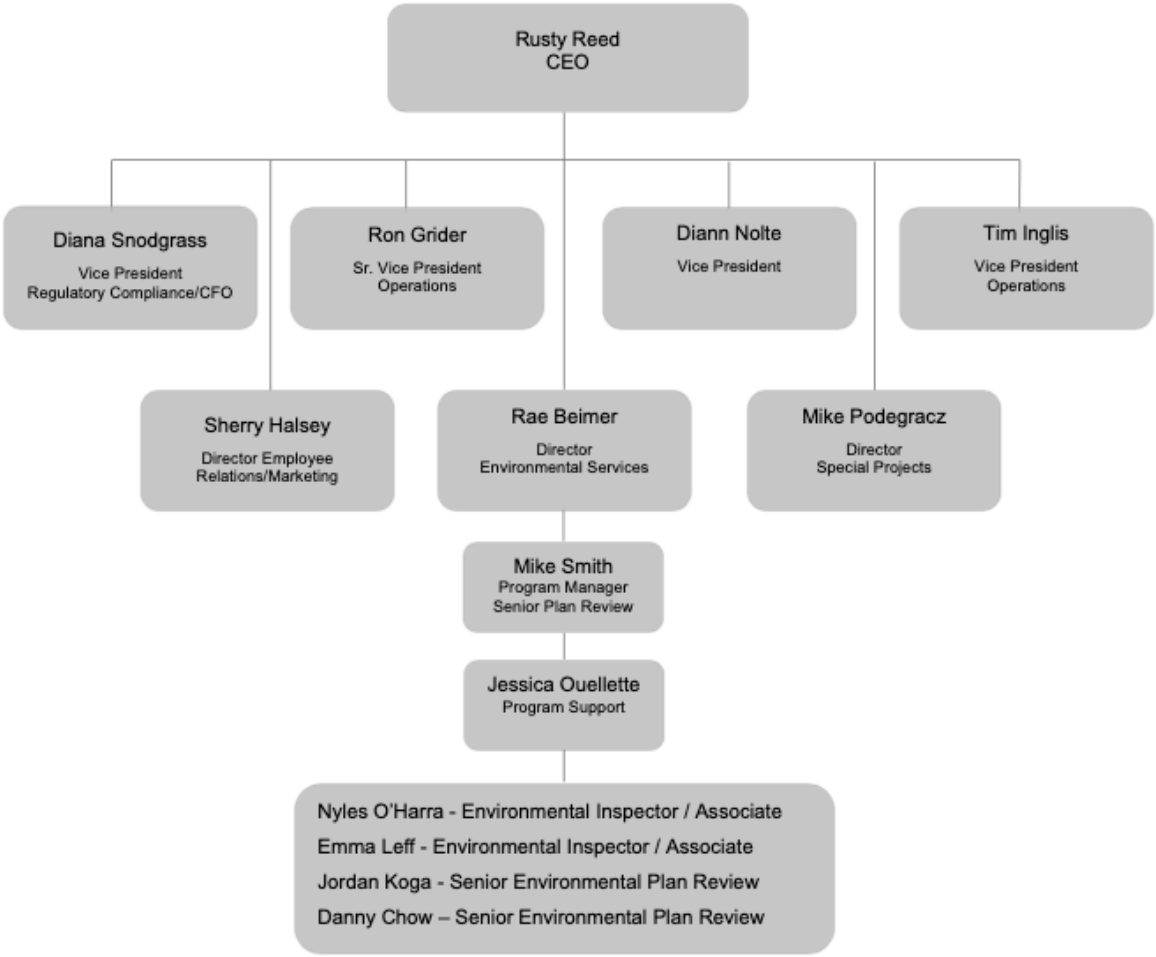
CAA's in-house team includes Qualified SWPPP Developers (QSDs), environmental compliance specialists, inspectors, GIS analysts, and project managers. We are deeply familiar with the regulatory landscape and have established relationships with regional permit authorities, enabling us to provide timely, pragmatic, and cost-effective services.

Our firm's internal capabilities allow us to maintain direct control over all aspects of the project from planning and execution to reporting and communication, ensuring quality, continuity, and accountability. CAA will not utilize any subconsultant to fulfill the scope of services outlined in this proposal.

Organizational Chart

For the City of Cypress, CAA's team will be led by a designated Program Manager responsible for overall coordination and quality control, supported by experienced plan reviewers and inspectors familiar with the City's MS4 permit requirements, inspection programs, and FOG ordinance. This structure ensures clear lines of responsibility, consistent communication with City staff, and continuity in service delivery.

CAA employs full-time personnel to service our municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that demonstrate exceptional work ethic and have a proven track record for implementing successful environmental compliance programs. Our team will work seamlessly as team members of your staff, thus effectively augmenting their efforts and reach.



Resumes



Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA employs only highly qualified professionals with extensive experience. Many members of the company have years of prior public and private sector experience that adds value to our municipal client's service and environmental endeavors. Our proposed team is comprised of highly qualified and customer-service oriented environmental experts able to handle any aspects of the City's stormwater program, as-needed. Our staffing levels will ensure these activities are conducted in an efficient and courteous manner that is responsive to the City and the public's needs alike.

We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on City policies and procedures throughout the duration of our contract. In line with our corporate culture, any staff we assign to the City is expected to quickly become a productive part of the City's team.

The Program Manager assigned to the City is Mr. Mike Smith, who is responsible for supervising the environmental services for our firm in Southern California and will provide project oversight of the City's program. Mr. Smith will ensure that our policies, procedures, and manpower will provide the level of service the City desires and will maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between CAA and City staff.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Professional Stormwater Quality and FOG Program Management, Plan Check, and Inspection Services for the City of Cypress; Cypress, CA

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
December 23, 2025	Professional Stormwater Quality and FOG Program Management, Plan Check, and Inspection Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE: Mike Smith, Deputy Director of Environmental Services

5. NAME OF FIRM: Charles Abbott Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
(949) 374-9003	N/A	MikeSmith@caa.inc

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Charles Abbott Associates, Inc. ☐ CHECK IF BRANCH OFFICE	27201 Puerta Real, #200 Mission Viejo, CA 92691	Program Management, Inspection, and Plan Review
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mike Smith	Program Manager and Environmental Plan Reviewer	18	18

15. FIRM NAME AND LOCATION *(City and State)*
Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S., Aeronautical Science; Minor in Safety, Embry-Riddle University	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Certified Professional in Stormwater Quality (CPSWQ), Certified Professional in Municipal Stormwater Management (CPMSM), Certified Professional in Erosion and Sediment Control (CPESC), Qualified SWPPP Developer/Practitioner (QSD/P), ICC CA Commercial and Residential Plumbing Inspector, PC 832

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Services; City of Cypress; Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 18 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Smith administers and implements the City's Stormwater program for compliance with all aspects of the North Orange County Stormwater Permit. Duties include project conditioning, Water Quality Management Plan (WQMP) as well as SWPPP reviews for both City and private projects; documentation and preparation of the City's annual Program Effectiveness Assessment (PEA). Mr. Smith is responsible for overseeing the City's industrial and commercial inspection program as well as implementing the Fats, Oils, and Grease (FOG) program on behalf of the City.

b.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Services; City of Camarillo; Camarillo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 12 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Smith oversees the administration and implementation of the City's Stormwater program for compliance with all aspects of the Ventura County Municipal Stormwater Permit as Project Manager. Duties include project conditioning, post-construction stormwater quality plan review as well as SWPPP reviews for both city and private projects; documentation and preparation of the City's annual reports for the MS4 permit as well as TMDL compliance; inspection services as well as management of related databases and reports for the City's stormwater business, construction, public agency, illicit discharge and public outreach programs.

c.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Support; City of Tustin; Tustin, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Smith provides program management support services and is responsible for overseeing staff performing industrial, commercial and post-construction BMP verification inspections.

d.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit and FOG Inspections; City of Redondo Beach; Redondo Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 13 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Performed industrial/commercial inspections to ensure facility compliance with Los Angeles County MS4 Permit as well as the Clean Bay Restaurant Certification Program. Mr. Smith performed and later oversaw the FOG inspection program to ensure compliance with MS4 Permit and City FOG Ordinance.

e.

(1) TITLE AND LOCATION *(City and State)*: FOG Inspection Support Services; City of Avalon; Avalon, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 5 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Smith provided consulting services to the City on Catalina Island. He developed and administered the FOG inspection program and reviewed current and future projects for FOG compliance.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jordan Koga	Environmental Plan Reviewer	9	8

15. FIRM NAME AND LOCATION *(City and State)*
Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S., Environmental Engineering, University of California, Riverside	95078 - Civil Engineer: California; Exp. 9/30/2027

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional Engineer (PE) and Qualified SWPPP Developer and Practitioner (QSD/P)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Services; City of Moreno Valley; Moreno Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 7 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Koga assists in administering and implementing the City's Stormwater program for compliance with all aspects of the Riverside County Municipal Stormwater Permit, including development plan reviews.

b.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Services; Town of Apple Valley; Apple Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 7 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Koga assists in administering and implementing the Town's Stormwater program for compliance with all aspects of the Phase II Permit, including development plan reviews.

c.

(1) TITLE AND LOCATION *(City and State)*: WQMP Review Services; City of Yucaipa; Yucaipa, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 7 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Koga performs development plan review services to the City in compliance with the San Bernardino County Municipal Stormwater Permit.

d.

(1) TITLE AND LOCATION *(City and State)*: WQMP Review Services; City of Cypress, Los Alamitos, and Tustin, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 5 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Koga performs development plan review and post construction BMP inspection services for these cities in compliance with the Santa Ana Municipal Stormwater Permit.

e.

(1) TITLE AND LOCATION *(City and State)*: SUSMP Review Services; City of Pomona; Pomona, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 3 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Koga performed development plan review services to the City in compliance with the Los Angeles Region Municipal Stormwater Permit.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Danny Chow	Environmental Plan Reviewer	39	28

15. FIRM NAME AND LOCATION *(City and State)*

Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.S., Civil Engineering, California State University, Fullerton B.S., Electrical Engineering, California State University, Fullerton	Civil Engineer: California, Nevada, Oregon, Washington, Georgia, Texas, and Montana

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional Engineer (PE), Qualified SWPPP Developer and Practitioner (QSD/P), and Georgia Soil and Water Conservation Level 2 Certification for Erosion Control Plan Design and Review

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Environmental Plan Review; Town of Apple Valley; Apple Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 28 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents. Review of Engineering Studies (hydrology, hydraulics, and cost analysis), and design (grading, street rehabilitation, widening, overlay, storm drain, and public parking).

b.

(1) TITLE AND LOCATION *(City and State)*: Plan Review Services; City of Twentynine Palms; Twentynine Palms, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 28 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents. Review of Engineering Studies (hydrology, hydraulics, and cost analysis), and design (grading, street rehabilitation, widening, overlay, storm drain, and public parking).

c.

(1) TITLE AND LOCATION *(City and State)*: Environmental Plan Review Services; City of Cypress; Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 18 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents. Review of Engineering Studies (hydrology, hydraulics, and cost analysis), and design (grading, street rehabilitation, widening, overlay, storm drain, and public parking).

d.

(1) TITLE AND LOCATION *(City and State)*: Environmental Plan Review Services; City of Yucaipa, Yucaipa, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 18 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents. Review of Engineering Studies (hydrology, hydraulics, and cost analysis), and design (grading, street rehabilitation, widening, overlay, storm drain, and public parking).

e.

(1) TITLE AND LOCATION *(City and State)*: Environmental Plan Review Services; City of Aliso Viejo, Aliso Viejo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 25 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents. Review of Engineering Studies (hydrology, hydraulics, and cost analysis), and design (grading, street rehabilitation, widening, overlay, storm drain, and public parking).

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nyles O'Hara	Environmental Inspector	10	3

15. FIRM NAME AND LOCATION *(City and State)*
Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Crafton Hills College	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Qualified SWPPP Practitioner (QSP), Certified Inspector of Sediment and Erosion Control (CISEC), Qualified SWPPP Developer In-Training (QSD-IT)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MS4 Permit Inspection Services; City of Calimesa; Calimesa, CA	2 Years	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MS4 Permit Inspection Services; City of Moreno Valley; Moreno Valley, CA	3 Years	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MS4 Permit Inspection Services; City of Cypress; Cypress, CA	3 Years	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MS4 Permit Inspection Services; City of Yucaipa; Yucaipa, CA	2 Years	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
MS4 Permit Inspection Services; City of Alhambra; Alhambra, CA	2 Years	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Los Angeles Region Municipal Stormwater Permit.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Emma Leff	Environmental Inspector	1	1

15. FIRM NAME AND LOCATION *(City and State)*

Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S., Environmental Science, University of Minnesota-Twin Cities	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

MS4 Compliance & Enforcement Certified Inspector (MS4CEIC)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Inspection Services; City of Cypress; Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1 Year; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Leff performs NPDES inspections of commercial and industrial facilities and post-construction BMP verifications for compliance with the MS4 Permit. Ms. Leff also performs the FOG inspections to ensure compliance with the MS4 Permit and the City's FOG Ordinance.

b.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Inspection Services; City of Camarillo; Camarillo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1 Year; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Leff provides on-site program support services including commercial, industrial, and food facility inspections to ensure compliance with the MS4 Permit.

c.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Inspection Services; City of Tustin; Tustin, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1 Year; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Leff performs the NPDES inspections of commercial and industrial facilities to ensure facility compliance with the MS4 Permit.

d.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Inspection Services; City of Los Alamitos; Los Alamitos, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1 Year; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Leff performs the NPDES inspections of commercial and industrial facilities to ensure facility compliance with the MS4 Permit.

e.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Inspection Services; City of Moorpark; Moorpark, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1 Year; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Leff performs the NPDES inspections of commercial, industrial, and food service facilities to ensure facility compliance with the MS4 Permit.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jessica Ouellette	Program Support	8	8

15. FIRM NAME AND LOCATION *(City and State)*

Charles Abbott Associates, Inc.; Mission Viejo, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.S., Environmental Science and Policy, Johns Hopkins University B.S., Wildlife, Fish, and Conservation Biology, University of California, Davis	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Certified Professional in Stormwater Quality (CPSWQ), Certified Professional in Municipal Stormwater Management (CPMSM), Certified Stormwater Inspector (CSI), Certified Erosion, Sediment, and Stormwater Inspector (CESSWI), Qualified SWPPP Developer/Practitioner (QSD/P), PC 832

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Management Services; City of Camarillo; Camarillo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 8 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Ouellette assists the City with the administration and implementation of the Stormwater Program to support compliance with all aspects of the City's current MS4 Permit. Duties include documentation and preparation of the City's annual reports for the MS4 Permit, as well as developing and maintaining databases. Assist the City with drafting catch basin maintenance bid specifications, managing maintenance contracts, and managing inspectors to ensur inspection timeframes are met. Additional duties include project conditioning; Post Construction Stormwater Management Plan, SWPCP, and SWPPP reviews for both City and private projects; and provided guidance to the City on development of the City's Watershed Management Program.

b.

(1) TITLE AND LOCATION *(City and State)*: MS4 Permit Program Support Services; City of Moorpark, Moorpark, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 8 Years; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Ms. Ouellette represents the City at the Ventura Countywide Stormwater Management and subcommittee meetings as well as Calleguas Creek Watershed Stakeholder meetings. Ms. Ouellette also manages the inspection program and administers the related databases and reports for the City's stormwater business, construction, public agency, illicit discharge and public outreach programs; and provided guidance to the City on development of the City's Watershed Management Program.

c.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*: City of Cypress MS4 Permit Program Management; Cypress, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Cypress	Nick Mangkalakiri	(714) 229-6740

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA administers and implements the City's Stormwater program for compliance with all aspects of the North Orange County Stormwater Permit. Duties include project conditioning, Water Quality Management Plan (WQMP) preview as well as plan check reviews for both City and private projects; documentation and preparation of the City's annual Program Effectiveness Assessment (PEA). CAA also assists the City with the implementation of the OpenGov permitting system and Quickbase database system for Water Quality Permitting, FOG Permitting and Stormwater plan check. CAA also oversees the City's industrial and commercial inspection program as well as implementing the Fats, Oils, and Grease (FOG) program on behalf of the City. CAA also represents the City at the OC Stormwater general permittee and subcommittee meetings.

Total awarded contract amount for this project was $295,955.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Camarillo MS4 Permit Program Management; Camarillo, CA	Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Camarillo	Dave Klotzle	(805) 388-5340

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA has been providing services to the City of Camarillo since 1994, and supports the City with all aspects of the Municipal Stormwater Permit. CAA assists the City with the administration and implementation of the Stormwater Program, including documentation and preparation of the City's annual reports for the MS4 Permit, as well as developing and maintaining databases to demonstrate TMDL compliance. CAA also assists the City with drafting catch basin/storm drain structure maintenance bid specifications and managing said maintenance contracts. CAA also manages the Stormwater Inspection program to support compliance with the MS4 Permit, and coordinates all commercial, industrial, and construction sites inspections to be in accordance with the requirements of the MS4 Permit. CAA performs other tasks to support the City, including project conditioning; Post Construction Stormwater Management Plan, SWPCP, and SWPPP reviews for both City and private projects; inspection services as well as administration of related databases and reports for the City's stormwater business, construction, public agency, illicit discharge and public outreach programs. CAA also provided guidance to the City on development of the City's Watershed Management Program. Lastly, CAA staff assist the City with preparation of prepares staff reports, resolutions, bid documents, and annual budgets for City staff review. CAA staff represent the City at the Ventura Countywide Stormwater Management and subcommittee meetings as well as Calleguas Creek Watershed Stakeholder meetings.

The total awarded contract amount for this project was $1,848,996.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*: City of Tustin MS4 Permit Inspection Program Management; Tustin, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Tustin	Alex Waite	(714) 573-3305

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA provides program management support services and is responsible for performing industrial, commercial and post-construction BMP verification inspections. CAA also provides construction inspection services as requested.

Total awarded contract amount for this project was $45,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Inspection Program Management
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Moreno Valley MS4 Permit Program Management; Moreno Valley, CA	Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Moreno Valley	Larry Gonzales	(951) 413-3100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA provides comprehensive stormwater program management services to assist the City of Moreno Valley with compliance under the Santa Ana Regional Water Quality Control Board MS4 Permit. Services include full program administration, development of work plans, budget management, and preparation of annual NPDES reports and CRS recertification documents. CAA acts as the City's liaison for regional and state committees, represents the City at NPDES-related meetings, and provides legislative and policy analysis to support strategic compliance planning.

Field services include prioritizing and conducting business facility inspections, construction site inspections, and enforcement actions to ensure compliance with the City's Storm Water Ordinance and MS4 requirements. CAA also manages WQMP reviews, oversees third-party consultants, and maintains inspection databases. Additional services include coordination with GIS for facility tracking, administration of the City's Public Outreach and Education Program, and delivery of stormwater training for City staff.

CAA supports the City with grant application assistance, rate schedule development, and technical reviews of engineering studies and designs related to water quality. The team also investigates and resolves illicit discharge issues, manages NFIP and CRS activities, and ensures compliance through continuous program evaluation and reporting.

CAA provides engineering plan check services for the City of Moreno Valley's Land Development Division. Plans include mass/rough/precise grading, street improvement, storm drain, sewer, and water. Other documents that are reviewed are Tentative Tract/Parcel Maps, lot line adjustments, hydrology studies, offer of dedications, and entitlement applications.

CAA provides project engineer services for the City of Moreno Valley's Land Development Division. This includes collaboration with multiple departments, developers, owners, and technical professionals. The Land Development Project Engineer is assigned a project at the entitlement application and will oversee the project until completion.

The total awarded contract amount for this project was $353,725.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Redondo Beach FOG and MS4 Permit Inspection; Redondo Beach, CA	Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Redondo Beach	Geraldine Trivedi	(310) 372-1171

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA manages and performs the industrial/commercial inspections and construction site inspections to ensure facility compliance with the Los Angeles County MS4 NPDES Permit as well as the Clean Bay Restaurant Certification Program. CAA also performs the FOG inspection program to ensure compliance with the Los Angeles County MS4 NPDES Permit and City FOG Ordinance.

Total awarded contract amount for this project was $100,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Inspection Program Management
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*: City of Los Alamitos MS4 Permit Program Management; Los Alamitos, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Los Alamitos	Les Johnson	(562) 431-3538

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA administers and implements the City's stormwater program for compliance with all aspects of the North Orange County Stormwater Permit. Duties have included project conditioning, Water Quality Management Plan (WQMP) verification inspections for both City and private projects; documentation and preparation of the City's annual Program Effectiveness Assessment (PEA). CAA also represents the City at the OC Stormwater general permittee and subcommittee meetings. Ms. Read also performs the industrial/commercial inspections to ensure facility compliance with the North Orange County MS4 NPDES Permit.

Total awarded contract amount for this project was $99,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Aliso Viejo MS4 Permit Program Management; Aliso Viejo, CA	Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Aliso Viejo	Shaun Pelletier	(949) 425-2533

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA provides comprehensive stormwater program management services to assist the City of Aliso Viejo with compliance under the San Diego Regional Water Quality Control Board MS4 Permit. Services include compiling and synthesizing data for quarterly and annual reporting, acting as liaison with local, state, and federal agencies, and representing the City in watershed planning efforts. CAA ensures implementation of watershed management documents such as the Drainage Area Management Plan (DAMP), Local Implementation Plan (LIP), and Water Quality Improvement Plans (WQIP), and monitors TMDL compliance and reporting.

Field services include annual outfall inspections, commercial and industrial facility inspections, and follow-up inspections per MS4 requirements. CAA also performs stormwater plan check services for development projects, including review of WQMPs and related post-construction requirements. Additional services include administration of HOA WQMPs, public outreach and education programs, database management for facility tracking, and technical support for legislative changes. CAA provides grant application assistance, fee studies, and supports City staff through annual stormwater training and representation at interagency meetings.

The total awarded contract amount for this project was $205,750.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*: City of Yucaipa Inspection Program Management; Yucaipa, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Yucaipa	Kevin Garcia	(909) 797-2489 ext. 290

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA provides stormwater program support services to assist the City of Yucaipa with implementation of MS4 permit requirements, including development and maintenance of compliance databases, tracking tools, and performance metrics used to document program activities. Services include conducting annual commercial and industrial facility inspections and responding to illicit discharge identification (IDID) investigations as requested by City staff. CAA also performs stormwater plan check services for development projects, including review of WQMPs and associated post-construction stormwater requirements. In addition, CAA conducts annual stormwater training for City staff to support consistent program implementation and awareness of permit requirements.

The total awarded contract amount for this project was $30,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Inspection Program and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*: City of Calimesa MS4 Permit Program Management; Calimesa, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Calimesa	Mari Shakir	(909) 795-9801 ext. 235

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA manages the City of Calimesa's entire municipal stormwater program, providing comprehensive services to ensure compliance with applicable MS4 permit requirements. Services include full program administration, database management, preparation of annual reports, representation at regional permit and coordination meetings, and delivery of annual stormwater training for City staff. CAA performs stormwater plan check services for development projects, including review of WQMPs and post-construction stormwater requirements. Field services include commercial, industrial, and construction stormwater inspections, response to illicit discharge identification (IDID) investigations, public outreach support, and coordination of corrective actions to ensure defensible compliance.

The total awarded contract amount for this project was $62,500.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Town of Apple Valley MS4 Permit Inspection and Plan Review; Apple Valley, CA	Environmental Consulting	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Town of Apple Valley	Richard Pedersen	760-240-7000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CAA serves as the Town of Apple Valley's stormwater program manager, providing comprehensive services to support compliance with applicable MS4 permit requirements. Services include program administration, database management, compliance tracking, management of post-construction Best Management Practices (BMP) compliance records, preparation of the Town's annual stormwater report, and delivery of annual stormwater training for Town staff. CAA conducts annual municipal facility stormwater inspections, responds to illicit discharge identification (IDID) investigations, and performs stormwater plan check services for development projects, including review of WQMPs and post-construction stormwater requirements. In addition, CAA conducts construction stormwater inspections on an as-needed basis to support other Town departments and development activities.

The total awarded contract amount for this project was $75,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Charles Abbott Associates, Inc.	Mission Viejo, CA	Program Management, Inspection, and Plan Review
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Mike Smith	Program Manager and Plan Reviewer	X	X	X		X					
Jordan Koga	Plan Reviewer	X		X	X		X		X		X
Danny Chow	Plan Reviewer	X						X	X		X
Nyles O'Hara	Inspector	X		X	X				X	X	X
Emma Leff	Inspector	X	X	X			X				
Jessica Ouellette	Program Support		X								

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	City of Cypress; Cypress, CA	6	City of Los Alamitos; Los Alamitos, CA
2	City of Camarillo; Camarillo, CA	7	City of Aliso Viejo; Aliso Viejo, CA
3	City of Tustin; Tustin, CA	8	City of Yucaipa; Yucaipa, CA
4	City of Moreno Valley; Moreno Valley, CA	9	City of Calimesa; Calimesa, CA
5	City of Redondo Beach; Redondo Beach, CA	10	Town of Apple Valley; Apple Valley, CA

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Please see Statement of Qualifications for the organizational chart of the proposed team.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
Rusty R. Reed	1/14/2026

33. NAME AND TITLE

Rusty R. Reed, President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: Professional Stormwater Quality and FOG Program Management, Plan Check, and Inspection Services

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Charles Abbott Associates, Inc. (CAA)	3. YEAR ESTABLISHED: 1984
	4. UNIQUE ENTITY IDENTIFIER: N/A
2b. STREET: 27201 Puerta Real, #200	5. OWNERSHIP
2c. CITY: Mission Viejo; 2d. STATE: CA; 2e. ZIP CODE: 92691	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Mike Smith, Program Manager	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: Charles Abbott Associates, Inc. (CAA)
6b. TELEPHONE NUMBER: 949-374-9003; 6c. EMAIL ADDRESS: mikesmith@caa.inc	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
01	Administrative	41	
12	Civil Engineer	15	
23	Environmental Engineer	01	
24	Environmental Scientist	03	
48	Project Manager	15	
57	Structural Engineer	02	
	Other Employees	132	
	Total	209	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
W02	Water Resources; Hydrology; Ground Water	9.
H09	Hospital & Medical Facilities	9.
H10	Hotels; Motels	9.
H11	Housing	9.
I01	Industrial Buildings; Manufacturing Plants	9.
O01	Office Buildings; Industrial Parks	9.

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	9. $25 million to $50 million
c. Total Work	9. $25 million to $50 million

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Rusty R. Reed

b. DATE: 01/14/2026

c. NAME AND TITLE: Rusty R. Reed, President

Experience



CAA provides MS4 Permit program management, inspection, plan review, and FOG services to municipalities throughout Southern California, with a demonstrated record of long-term contracts supporting MS4 compliance and regulatory reporting..

CAA has more than four decades of experience providing stormwater quality, supporting MS4 Permit compliance, plan check, inspection, and FOG program services exclusively to public agencies throughout California. Our firm specializes in supporting municipal Public Works and Engineering divisions with comprehensive, defensible stormwater programs that meet evolving regulatory requirements while maintaining efficient service delivery and strong customer service.

CAA has been providing environmental and stormwater compliance services to the City of Cypress since 2005, including direct support for MS4 permit compliance, WQMP and SWPPP plan review, industrial and commercial inspections, and FOG program implementation. This long-standing relationship has allowed our team to develop a detailed understanding of the City's regulatory obligations, internal processes, databases, and expectations for responsiveness and professionalism. Our experience working within the North Orange County MS4 framework enables us to provide continuity, institutional knowledge, and immediate value without a learning curve.

In addition to our work with the City of Cypress, CAA has extensive experience delivering similar services for numerous municipalities throughout Orange County and Southern California, some of which we have listed below. These services routinely include stormwater program management, MS4 Permit compliance support, industrial and commercial facility inspections, illicit discharge investigations, construction and post-construction BMP verification, FOG inspections, regulatory reporting, and audit preparation. Our staff regularly works under MS4 permits issued by the Santa Ana Regional Water Quality Control Board and other regional boards, ensuring familiarity with Permit requirements, reporting protocols, and enforcement expectations.

CAA's project teams are composed of experienced program managers, environmental plan reviewers, and certified inspectors who have successfully supported cities of varying sizes and program complexities. Importantly, the same staff members proposed for the City of Cypress have direct experience performing these services for Cypress and comparable agencies. This ensures consistency in program delivery, defensible documentation, and effective coordination with City staff, applicants, and regulated businesses.

Our experience also extends to the use and management of municipal stormwater tracking and permitting systems, allowing us to efficiently document inspections, manage plan reviews, and support reporting requirements. We understand the importance of accurate data management, timely reporting, and clear communication in maintaining compliance and audit readiness.

CAA's depth of municipal experience, combined with our long-standing service to the City of Cypress, positions our firm to provide reliable, efficient, and high-quality stormwater quality and FOG program services. We bring proven methodologies, experienced personnel, and a collaborative approach that supports the City's operational needs while maintaining full compliance with applicable federal, state, and local regulations.

The following contains a list of comparable projects throughout Southern California, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for their cities.

REFERENCES	SERVICES	CONTRACT TERM
City of Moreno Valley Melissa Walker, Director of Public Works (951) 413-3100 mvpwadmin@moval.org 14177 Frederick Street, Moreno Valley 92552	*NPDES Program Mgt. NPDES Inspection Plan Review	**2014 to Present**
Staff Involved: Jordan Koga, Nyles O'Harra		
City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 Geraldine.Trivedi@redondo.org 415 Diamond Street, Redondo Beach 90277	NPDES Inspection FOG Inspection/Program Management	**2013 to Present**
Staff Involved: Mike Smith		
City of Los Alamitos Ron Noda, Development Services Director (562) 431-3538 ljohnson@cityoflosalamitos.org 3191 Katella Avenue, Los Alamitos 90270	*NPDES Program Mgt. NPDES Inspection Plan Review	**2010 to Present**
Staff Involved: Mike Smith, Emma Leff		
City of Camarillo Dave Klotzle, Director of Public Works (805) 388-5340 dklotzle@cityofcamarillo.org 601 Carmen Drive, Camarillo 93010	*NPDES Program Mgt. NPDES Inspection Plan Review	**2014 to Present**
Staff Involved: Mike Smith, Jessica Ouellette, Nyles O'Harra, Emma Leff		
City of Aliso Viejo Shaun Pelletier, Public Works Director (949) 425-2533 spelletier@avcity.org 12 Journey, Suite 100, Aliso Viejo 92656	*NPDES Program Mgt. NPDES Inspection Plan Review	**2002 to Present**
Staff Involved: Mike Smith, Jordan Koga, Nyles O'Harra		

**NPDES Program Mgt. services includes providing services to support compliance with all aspects of the applicable MS4 NPDES Permit for that City. These services include but are not limited to Ordinance and Policy review and updates, training, TMDL compliance, public outreach, audit prep and execution, grant writing, etc.*

Understanding & Approach



Project Understanding

CAA understands that the City's stormwater program must balance regulatory compliance with efficient service delivery. Key priorities include maintaining compliance with evolving NPDES requirements, ensuring new development and redevelopment projects meet post-construction stormwater requirements, conducting routine and follow-up inspections of industrial, commercial, and food service establishments, and maintaining reliable data and reporting systems to support audits and annual reporting. Equally important is the need for inspectors and reviewers who can represent the City professionally while providing clear guidance and consistent application of requirements. CAA's familiarity with the City's inspection workflows, reporting expectations, and use of City-approved tracking systems allows our team to integrate seamlessly with City operations.

Having supported the City of Cypress's stormwater and FOG programs since 2018, CAA brings direct knowledge of the City's MS4 permit obligations, program structure, inspection frequencies, reporting needs, and customer service expectations. This familiarity allows our team to immediately support the City's program without disruption while providing continuity and institutional knowledge.

Program Management & Coordination Approach

CAA's approach centers on accuracy, efficiency, accountability, and communication. We will assign a dedicated Program Manager who will serve as the City's single primary point of contact and be responsible for overall coordination, staffing, scheduling, and quality control. The Project Manager will work closely with City staff to prioritize tasks, coordinate inspections and plan reviews, and ensure all services are delivered in accordance with City standards and regulatory requirements.

CAA will apply defined internal workflows, supervisory review procedures, and coordination checkpoints to ensure consistency, accuracy, and accountability across all plan review, inspection, and reporting activities.

Our management approach emphasizes proactive communication, flexibility, and accountability. Regular coordination with City staff will allow CAA to adapt to changing workloads, seasonal inspection demands, and evolving regulatory requirements. CAA will utilize City-approved systems and databases to manage inspections, plan reviews, and reporting, ensuring timely data entry, transparency, and consistency across program elements.

Technical Approach to Services

1.0 Stormwater Quality and FOG Program Management

CAA's approach to stormwater program management focuses on maintaining compliance while supporting efficient City operations. We assist with implementation of current MS4 Permit requirements, FOG program management, coordination of inspection programs, tracking of compliance activities, and preparation of required reports. Our team remains current on regulatory developments and provides technical guidance to City staff as requirements evolve.

1.1.1 MS4 Permit Compliance Program Management

CAA will support the City in maintaining ongoing compliance with the MS4 Permit by developing and implementing a structured compliance framework aligned with current Baseline Requirements and future Permit requirements.

This includes evaluating existing program elements, identifying gaps or areas requiring refinement, and preparing a compliance plan that outlines City responsibilities, consultant support tasks, and performance benchmarks. CAA will focus on establishing consistent procedures, updating documentation, aligning inspection and tracking practices, and ensuring City staff and consultant personnel are fully integrated into a unified compliance approach that can adapt to future permit revisions.

As the City's existing provider, there will be no transition period and no interruptions in service. CAA will continue to track the City's regulatory compliance with the City's current MS4 Permit. If a new Permit comes into effect during the contract period, CAA will review the new Permit to see if additional workload will be required to comply with the new Permit and negotiate any additional costs with the City.

1.1.2 Industrial and Commercial Facility Control Program

CAA will manage the City's Industrial and Commercial Facility Control Program through systematic database maintenance, inspection oversight, and compliance monitoring. Using City-provided business listing data, our team will maintain and refine facility inventories to ensure accurate identification of regulated sites. CAA will conduct and manage routine and follow-up inspections to verify BMP implementation, identify potential illicit discharges or connections, and confirm compliance with applicable requirements. Where deficiencies are identified, CAA will support enforcement actions and follow-up activities to ensure corrective measures are implemented and sustained over time.

1.1.3 Illegal Discharge and Illicit Connection (ID/IC) Program

CAA will oversee and support the City's ID/IC Program by managing investigations, documentation, and response actions consistent with MS4 Permit requirements. Our approach emphasizes timely identification, clear documentation, coordination with City departments, and appropriate corrective actions to eliminate illicit discharges or connections. As regulatory requirements evolve, CAA will assist the City in refining program procedures to ensure continued effectiveness and defensibility.

1.2 New Development and Re-Development Effectiveness Tracking

CAA will maintain and manage City-owned databases used to track new and redevelopment projects subject to stormwater requirements. This includes documenting project information, tracking compliance milestones, and supporting effectiveness assessments for LID measures. Our team will perform and document post-construction WQMP verification inspections, including photographic documentation of installed treatment measures, and ensure that all required data is accurately incorporated into City systems to support regulatory reporting and program evaluation.

1.3 Public Education & Municipal Activities Programs

1.3.1 Public Education Program

CAA will coordinate closely with County-led public education and participation programs to ensure City of Cypress residents and businesses receive consistent and effective stormwater messaging. Our role includes staying informed of County initiatives, supporting City-level outreach efforts, and assisting with dissemination of information through appropriate platforms such as websites, social media, and community events.

1.3.2 Municipal Activities Program

CAA will assist the City in evaluating and maintaining compliance across municipal activities by reviewing program elements, inventories, and operational practices. This includes support for public construction activities, municipal facility inventories, retrofit opportunity tracking, BMP implementation at municipal facilities, landscape and recreational facility management, and employee and contractor training. Our approach ensures municipal operations remain aligned with MS4 requirements while supporting practical and efficient City operations.

1.4 NPDES Reporting Support

CAA will support the City with the collection, organization, and preparation of required NPDES reports, including the annual Program Effectiveness Assessment (PEA) and any additional MS4 Permit related reports required by the Regional Water Quality Control Board including but not limited to quarterly reporting. This work will involve coordinating with multiple City departments to compile data, narratives, and documentation in a consistent and defensible format. Where applicable, CAA will utilize the City's OpenGov and Quickbase systems to support data tracking, documentation, and report development.

1.5 Regulatory and Legislative Monitoring

CAA will actively monitor regulatory and legislative developments that may impact the City's stormwater program, including changes related to MS4 permits, Trash Provisions, Watershed Management Plans, and TMDL requirements. Our team will provide timely updates and practical recommendations to help the City anticipate changes and maintain compliance. When needed, CAA will assist with development of guidance documents, procedures, or technical materials necessary to implement new requirements.

1.6 NPDES Representation, Inspections, and Reporting

CAA will represent the City at relevant NPDES-related meetings and committees and provide summaries of discussions, decisions, and potential impacts to City operations. Our staff assigned to the City will possess the required certifications and experience to perform stormwater and FOG-related inspections professionally and effectively. CAA will conduct inspections of grease interceptors, grease traps, and food service establishments in accordance with City ordinances and program requirements, document findings, support enforcement actions as needed, and provide monthly summaries of completed activities. All personnel assignments will remain subject to City approval, and CAA will promptly replace any staff deemed unsuitable by the Director of Public Works.

1.7 Fats, Oils & Grease (FOG) Program Services

CAA will provide comprehensive FOG program support on a time-and-material, not-to-exceed basis, including inspections, plan check support, technical assistance, public outreach, and participation in meetings as requested by the City. Our approach emphasizes consistency, regulatory compliance, and clear communication with regulated facilities to reduce sanitary sewer overflows and protect surface water quality. Where directed, CAA will also support permit and grant application efforts related to FOG or environmental compliance initiatives.

2.0 Stormwater Quality and Fats, Oils, and Grease (FOG) Inspection Program

CAA understands that the City of Cypress's Stormwater Quality and Fats, Oils, and Grease (FOG) programs require an integrated approach that combines regulatory compliance, consistent inspections, accurate data management, and professional interaction with the regulated community. Our approach is structured to support the City's MS4 Permit obligations, sanitary sewer and FOG requirements (per the current Waste Discharge Requirements (WDR Permit), and evolving regulatory expectations while maintaining efficient, defensible, and well-documented program implementation.

CAA will provide comprehensive stormwater and FOG program management beginning with a structured compliance framework aligned with the City's MS4 Permit baseline requirements, WDR Permit, and future Permit terms. This includes evaluating existing program elements, identifying gaps or areas requiring refinement, and supporting development of a compliance plan that clearly defines responsibilities, workflows, and performance benchmarks. During the initial transition period, CAA will focus on establishing consistent procedures, integrating City and consultant workflows, and ensuring inspection, tracking, and reporting practices are aligned to support an acceptable and sustainable level of service.

Industrial and commercial facility compliance will be managed through a coordinated inspection and tracking program. CAA will maintain and refine facility inventories using City-provided business data, manage routine and follow-up inspections, and verify implementation of required Best Management Practices. Our inspectors will

identify potential illicit discharges or connections, document findings, and support enforcement coordination by providing accurate, timely, and defensible inspection records. The City's Illegal Discharge and Illicit Connection (ID/IC) program will be supported through investigation coordination, documentation, and procedural refinement to ensure continued effectiveness and compliance with MS4 Permit requirements.

CAA will also support the City's new development and redevelopment effectiveness tracking by maintaining City-owned databases that document projects subject to stormwater requirements. This includes tracking compliance milestones, conducting post-construction WQMP verification inspections, documenting installed treatment measures through geolocated photographic records, and ensuring data is incorporated into City systems to support Low Impact Development (LID) effectiveness assessments and regulatory reporting.

Public education and municipal activities programs will be supported through coordination with County-led outreach efforts and review of City municipal operations. CAA will stay informed of regional public education initiatives and assist the City in ensuring stormwater messaging reaches residents and businesses through appropriate channels. Municipal activities support will include review and maintenance of program elements related to public construction activities, municipal facility inventories, retrofit opportunities, BMP implementation, landscape and recreational facility management, and employee and contractor training.

CAA will provide full support for NPDES reporting requirements, including preparation of the annual Program Effectiveness Assessment (PEA) and any additional reports required by regulatory agencies. This work will involve coordination with multiple City departments to collect data and narrative information and ensure timely, accurate submittals. Where applicable, reporting and documentation will be supported through the City's OpenGov and Quickbase systems.

CAA will actively monitor regulatory and legislative developments that may affect the City's stormwater and FOG programs, including MS4 permit updates, Trash Provisions, Watershed Management Plans, and TMDL requirements. Our team will provide timely updates, recommendations, and technical assistance to help the City anticipate and respond to regulatory changes and implement new requirements as needed.

CAA will manage and conduct the City's stormwater and FOG inspection programs in compliance with applicable Federal, State, and local regulations. This includes inspections of industrial and commercial facilities and food service establishments to verify compliance with stormwater and sanitary sewer requirements. Inspectors will evaluate BMP implementation, grease control device capacity and condition, maintenance records, and Grease Best Management Practices, and will communicate findings clearly and professionally to facility representatives.

CAA will provide sufficient trained personnel to perform routine and follow-up inspections at required frequencies. Inspection data will be entered into City-approved databases using wireless devices in real time or no later than the same business day and will include written findings, geolocated photographs, and any required paper documentation. All inspection data and records will remain the property of the City and will be maintained in accordance with record retention requirements.

CAA's role in compliance enforcement is to identify, document, and communicate non-compliance clearly and consistently. While legal enforcement actions remain the responsibility of the City, CAA will fully support enforcement coordination by providing inspection histories, documentation, and follow-up information as requested.

Professional conduct, safety, and customer service are integral to CAA's approach. Inspectors assigned to the City will maintain a professional appearance, carry official identification, and conduct inspections in a courteous manner that minimizes disruption to businesses. Staff are trained in hazard recognition and safety practices relevant to food service establishments and industrial facilities and will report unsafe conditions to the City when

identified. Inspectors and program staff will remain reachable during required business hours, and knowledgeable personnel will be available to respond to inquiries from City staff and regulated facilities.

CAA's Project Manager will provide ongoing oversight of program activities, including review of inspection documentation, evaluation of inspection coverage and rates, identification of compliance trends, and recommendations for program or database improvements. Regular coordination meetings will be held with City staff to review program performance, address issues, and ensure program objectives are met. CAA's staffing model allows resources to be scaled as needed while maintaining continuity, consistency, and long-term program support.

3.0 Water Quality Management Plan Review Services

CAA will provide comprehensive Water Quality Management Plan (WQMP) and stormwater-related plan review services in a manner that supports regulatory compliance, fiscal accountability, and efficient coordination with City staff, applicants, and consultants. Our approach integrates technical expertise with disciplined project controls to ensure reviews are thorough, defensible, and aligned with City requirements.

CAA's plan review services will be performed by qualified and experienced professionals under the supervision of a licensed California Professional Engineer. All stormwater-related plan reviews will be evaluated for consistency with applicable MS4 Permit requirements, City standards, and accepted stormwater management practices. Where SWPPP reviews are required, they will be conducted by personnel possessing the appropriate Qualified SWPPP Developer (QSD) certification. Final review documents will be reviewed, stamped, and signed as required to ensure regulatory defensibility.

Project management and fiscal controls are integral to CAA's approach. CAA will prepare clear, detailed invoices on a monthly basis in a format approved by the Contract Officer, identifying personnel, tasks performed, hours, billing rates, and progress toward task milestones. CAA will actively track expenditures against authorized not-to-exceed limits and will notify the City in advance if costs approach established thresholds or if scope adjustments may be required. No work beyond authorized task orders will be performed without prior written approval from the City.

CAA will maintain complete and organized project records and provide the City with editable digital copies of all deliverables at agreed-upon milestones or upon completion of each task order. Files will be prepared and transmitted in City-approved formats to ensure compatibility with City systems and long-term usability. All technical data, plans, and documentation developed as part of the services will remain the property of the City, and CAA will cooperate fully with any audit or record review requests in accordance with applicable requirements.

CAA recognizes the importance of continuity and accountability in key personnel assignments. The designated Project Manager will have overall responsibility for supervising and directing plan review services, coordinating internal resources, and serving as the primary point of contact for the City. Any proposed changes to key personnel will be submitted for City review and approval, and CAA will promptly replace any personnel deemed unsuitable by the City, at no additional cost.

CAA will coordinate all work through the City's Contract Officer and will perform only those services that are authorized under the approved scope of work. All inquiries from the media or the public related to plan review activities will be referred to the City, and any complaints received will be promptly communicated to the Contract Officer along with a description of actions taken.

CAA does not anticipate the use of subconsultants for WQMP review services; however, should subconsultants be proposed, they will be subject to prior City approval and managed to ensure full compliance with City

requirements. Direct expenses associated with plan review activities will be identified and managed within approved not-to-exceed budgets, with no additional compensation requested beyond authorized amounts.

Through this structured and disciplined approach, CAA will deliver timely, accurate, and defensible WQMP and stormwater plan review services that support the City's development review process while maintaining full compliance with regulatory, administrative, and contractual requirements.

Quality Control, Documentation, and Customer Service

CAA maintains internal quality control procedures to ensure plan reviews, inspections, and reports are accurate, consistent, and defensible. Senior staff provide oversight and periodic review of deliverables to confirm compliance with regulatory and City requirements. Standardized forms, checklists, and documentation practices are used to promote consistency and reduce risk during audits.

Customer service is an integral part of our approach. CAA staff understand that they represent the City when interacting with applicants and businesses and are trained to communicate requirements clearly, professionally, and respectfully. Our goal is to support compliance while minimizing confusion and delays for the regulated community.

Adaptability and Long-Term Support

CAA recognizes that stormwater and FOG program demands can fluctuate due to development activity, regulatory changes, or enforcement priorities. Our staffing model allows us to scale resources as needed while maintaining continuity in program management and service delivery. With long-standing experience supporting municipal stormwater programs, CAA is well positioned to provide reliable, long-term support to the City of Cypress.This adaptable approach supports the City's need for a consultant capable of working in close partnership with City staff and responding effectively to changing priorities and as-needed service demands over the contract term.

Required Statements & Disclosures



Exceptions to Standard Agreement

CAA has reviewed the City of Cypress Standard Agreement for Contract Services (Attachment B). CAA notes a potential issue related to insurance notification language, which we believe can be resolved through minor clarification. With this exception, CAA finds the terms acceptable.

5.2 General Insurance Requirements.

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

All of said policies of insurance shall provide that said insurance may not be ~~amended or~~ cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by ~~certified~~ mail ~~return receipt requested~~ to the City.* In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. (*INSERT: except for non-payment of premium, when ten days' notice will be provided.

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

Conflict of Interest Statement

Charles Abbott Associates, Inc. has reviewed the conflict of interest requirements outlined in the RFQ and discloses no financial, business, or other relationships with the City of Cypress that would create a conflict of interest or impact the outcome of this contract.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 03/10/2026

SUBJECT: **Accept the Arnold Cypress Park Rehabilitation, Project 308**

RECOMMENDATION

1. Accept the Arnold Cypress Park Rehabilitation, Project 308, in the amount of $29,739,898.14 and approve the final payment of $350,000 to Los Angeles Engineering, Inc.; and

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

DISCUSSION

In November 2023, the City Council awarded a construction contract to Los Angeles Engineering, Inc. for the rehabilitation of Arnold Cypress Park. The project rehabilitated 14.55 acres of an existing park and installed four softball fields (three synthetic turf and one natural turf), eight lighted pickleball courts, children's play area with fabric shade sails, a restroom and concessions building, lighted basketball and volleyball courts, half-mile walking path, picnic amenities, covered bleachers, and over 225 trees. Park construction began in January 2024 and was substantially completed in May 2025. Project acceptance was deferred due to outstanding construction items, which were resolved in January 2026.

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

BUDGET IMPACT

The original estimated cost of bid support, construction, construction management and inspection was $33,759,305.50, and final project costs total $32,654,934.59, as summarized in the attached table.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Cost Table

PROJECT COST TABLE

Arnold Cypress Park Rehabilitation
Project 308

Item Description	Original Amount	Actual Expenditures	Difference
Bid Support			
Bid Support	$ 40,975.00	$ 40,975.00	$ -
Bid Support Contingency	4,097.50	4,097.50	-
Sub-total Bid Support	$ 45,072.50	$ 45,072.50	$ -
Construction			
Construction	$ 28,040,000.00	$ 28,040,000.00	$ -
Construction Contingency	2,804,000.00	1,699,898.14*	1,104,101.86
Procurement - Synthetic Turf	1,261,882.00	1,261,881.98	0.02
Procurement - Sports Field Lighting	645,851.00	645,581.97	269.03
Sub-total Construction	$ 32,751,733.00	$ 31,647,362.09	$ 1,104,370.91
Construction Management & Inspection			
Inspection	$ 875,000.00	$ 875,000.00	$ -
Inspection Contingency	87,500.00	87,500.00	-
Construction Management & Inspection	$ 962,500.00	$ 962,500.00	$ -
Total Project	**$ 33,759,305.50**	**$ 32,654,934.59**	**$ 1,104,370.91**

* Includes change orders for addressing unforseen site conditions and additional work.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 03/10/2026

SUBJECT: **Approve Updates to the Contribution Policy for Non-Profit Organizations**

RECOMMENDATION

Approve Updates to the Contribution Policy for Non-Profit Organizations.

DISCUSSION

The Non-Profit Grant Request Program provides local non-profits with the opportunity to request funding and support for programs, services, and events that support the City's and District's recreational, educational, and life-affirming services. The grants further these goals, deliver valuable public benefits, and are made every other year.

At its March 24, 2025, workshop, the City Council reviewed Fiscal Years 2025-27 grant applications and the Contribution Policy for Non-Profit Organizations, which establishes criteria and procedures for the grants. Following the review, City Council approved approximately $1,500,000 in direct funding, city staff expenditures, and fee waivers to eighteen organizations for fiscal years 2025-2027.

In September 2025, as part of the strategic plan, the City Council reviewed the Contribution Policy for Non-Profit Organizations and approved adding reporting requirements to the policy. This was the first update to the policy since 2012.

Additional updates are recommended to the policy to incorporate the most frequently asked questions staff receive about the Non-Profit Grant Request program. Recommended updates include formalizing the grant application process, establishing eligibility criteria, providing guidelines for the type and use of support, and streamlining the approval process.

Streamlining the Approval Process

Non-profit grants are considered by City Council every two years; a majority of requests are from organizations that have received support in the previous cycle. To streamline the approval process, it is recommended that organizations who have received support during

the previous cycle, and meet all the eligibility requirements, including the 55% residency for membership and executive board, and who are requesting similar support from previous years be administratively approved by the City Manager or their designee.

New organizations requesting support and existing organizations requesting substantial changes to previous support, not meeting the 55% membership and executive board residency requirement, or requesting direct funding shall be considered for approval by the City Council.

A redline version of the recommended Contribution Policy for Non-Profit Organizations is attached.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Proposed Contribution Policy for Non-Profit Organizations - Clean

Proposed Contribution Policy for Non-Profit Organizations - Redline

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SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

RESPONSIBLE DEPARTMENT: Recreation and Community Services

PURPOSE

To support local non-profit organizations that deliver services, programs, events, and volunteer resources that align with and enhance City of Cypress (City) and/or Cypress Recreation and Park District (District) programs and services. In support of this resource, the City of Cypress has created guidelines to establish a formal and fair method for considering direct funding (financial assistance), staff support and fee waivers for use of facilities and equipment to community non-profit organizations.

Support from the non-profit grant request program is intended to enable organizations to maintain or expand the impact of their community-based services. These grants are supplementary in nature and are not intended to serve as an organization's primary source of support.

GRANT PROCESS

The District shall solicit grant applications from local non-profit organizations on a biennial basis. This two-year grant cycle enables the District to more effectively manage its budget and offers recipient organizations a greater certainty for planning future programs, services and events. The next grant cycle is July 1, 2027, through June 30, 2029.

Applications will be evaluated based on the degree to which proposed programs and services benefit and most effectively serve Cypress residents. Priority consideration shall be given to requests that supplement or enhance City and District services and that demonstrates broad community impact and appeal.

ELIGIBILITY

To be eligible to receive a grant, organizations must:

- Submit a fully completed non-profit grant application in accordance with all guidelines and by the specified date.
- Attain and maintain tax-exempt status as recognized by the Internal Revenue Service (IRS) under sections 501(c)(3),(4),(6), or (7) and/or be officially recognized as a tax-exempt organization under applicable California state law.
- Have sustained operations and actively provided programs, services, or events for a minimum of one year prior to the date of application.
- Provide a service, program, event, and/or volunteer resource that directly benefits the City, District, and/or the residents of Cypress.
- Have at least 55% of their membership and 55% of their executive board members living

in Cypress to be considered highest priority. National or regional organizations may satisfy this requirement if members maintain a business address within Cypress. Organizations headquartered outside the city may still be eligible to apply if they can demonstrate that their programs or services are delivered directly to Cypress residents within the city.

- Provide and maintain special event and/or general liability insurance coverage that names the City and the District as additionally insured. Insurance must meet or exceed the minimum requirements established by the City and District.

GUIDELINES

Grant funding and support must solely be utilized for public purposes and must comply with all applicable laws and statutes. All services, programs, or events must provide a clear and demonstrable benefit for Cypress residents. Grant funds and support may not be used for salaries, repayment of debt obligations, political purposes, or as passthrough funding to individuals or other organizations.

Grant funds and support must be used within the designated fiscal year and may not be carried forward from one fiscal year to another. Any unclaimed funds or support shall be returned to the Districts' General Fund.

Organizations receiving funding or support shall not require the involvement of a City Council Member, City Commissioner, or City staff on its Board of Directors or general membership.

APPLICATION PROCESS

All applicants must submit a complete non-profit grant request application by the specified date. Applications shall provide a detailed explanation of the requested funding and/or support. Incomplete/late applications will not be considered. Submitting an application is not a guarantee that the request will be approved.

The non-profit grant request application shall include the following:

- Name of organization
- Organization's mission statement or purpose
- Organization's membership and executive board residency rates
- Description of programs, services, or events
- Description of direct funding requests
- Description of staff support requests

- Description of fee waivers for use of facilities and equipment requests
- IRS letter of determination
- Organization's bylaws
- Executive board contact information
- Budget and account balance sheet
- Certificate of insurance

Organizations receiving a grant must enter into a written agreement that specifies the organization's responsibilities and use of the grant. The organization must also document all grant expenditures and provide a full accounting to substantiate that grant funding was spent appropriately. The District may request additional documentation to ensure the funds were used appropriately.

PROVISIONS OF SUPPORT

Organizations may request direct funding, staff support, and fee waivers for use of facilities and equipment. Organizations who have received support during the previous cycle, meet all the eligibility requirements, including the 55% residency for membership and executive board, and who are requesting similar support from previous years may be administratively approved by the City Manager or their designee. The City Council will consider support for all new organizations requesting support and existing organizations not meeting the 55% membership and executive board residency requirement, requesting substantial changes to previous support, or requesting direct funding. Support awarded through the grant process will be limited to the allocation approved for those purposes.

Organizations receiving direct funding must provide an invoice at the conclusion of the service, program, or event to receive payment. In the case of direct funding awarded for annual support of the organization's operations the District shall make payment in December and June. For all items purchased with direct funding of $1,000 or more, three quotes must be obtained and included with the invoice.

Organizations receiving a fee waiver for facility use are bound by the City/Districts' Facility Use Agreements and may:

- Request to use meeting rooms based on availability during weekdays (non-prime time hours) from 9:00 a.m. to 5:00 p.m.
- Request to use meeting rooms 15 times during weekdays (prime time hours) after 5:00

p.m. *(Senior Clubs exempted for Senior Center uses).*

- Request to use the Community Center Grand Ballroom/Senior Center Multi-Purpose Room on Friday, Saturday and Sunday twice based on availability. Use of these rooms counts towards the maximum of 15 room reservations.

The District reserves the right to immediately suspend grants in the unlikely event the City/District experience financial constraints or if an organization undergoes a significant operational, financial or other change.

REPORTING REQUIREMENTS

Organizations receiving a grant must submit an annual report (July 1 to June 30) by August 1 to document how the grant was used. The report shall include:

- Cover letter summarizing how the grant was used, with details on services, programs, or events provided.
- Metrics used to measure the organization's and grant's performance and impact.
- Photos of the grant-supported services, programs, or events.

Organizations receiving direct funding shall also include:

- An itemized accounting of how the funds were spent.
- Copies of invoices and/or receipts.
- Comparison of actual expenditures to the approved budget.
- Explanation of any variances greater than 10% of any line item.

If the grant is not used in accordance with the approved purpose, the organization shall be required to return the funding. Failure to provide proper documentation and required reporting will disqualify the organization from future grants. All records relating to the grant must be maintained by the organization for at least 3 years. The District reserves the right to conduct an audit and/or require additional documentation regarding direct funding.

Organizations receiving direct support shall make good faith efforts to procure goods and services from businesses in Cypress.

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

~~**ADOPTED BY CITY COUNCIL ON SEPTEMBER 8, 2025**~~

RESPONSIBLE DEPARTMENT: Cypress Recreation & Community Services

PURPOSE

~~Many of the City's non-profit organizations provide a volunteer resource that is critical to the support and ongoing success of various City programs and Recreation services.~~ To support local non-profit organizations that deliver services, programs, events, and volunteer resources that align with and enhance City of Cypress (City) and/or Cypress Recreation and Park District (District) programs and services. In support of this resource, the City of Cypress has created guidelines to establish a formal and fair method for considering direct funding (financial assistance), staff support, and fee waivers for use of facilities and equipment ~~and indirect support~~ to community non-profit organizations.

Support from the non-profit grant request program is intended to enable organizations to maintain or expand the impact of their community-based services. These grants are supplementary in nature and are not intended to serve as an organization's primary source of support.

GRANT PROCESS

The District shall solicit grant applications from local non-profit organizations on a biennial basis. This two-year grant cycle enables the District to more effectively manage its budget and offers recipient organizations a greater certainty for planning future programs, services and events. The next grant cycle is July 1, 2027, through June 30, 2029.

Applications will be evaluated based on the degree to which proposed programs and services benefit and most effectively serve Cypress residents. Priority consideration shall be given to requests that supplement or enhance City and District services and that demonstrates broad community impact and appeal.

ELIGIBILITY

~~The criteria that serves as the base for this policy regarding contributions to non-profit organizations shall be:~~

~~A. Utilization of this Grant Request Program, through the budget process, must be made when requesting direct funds or in-direct services of the City~~

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

~~B. Non-profit organizations must provide Special Event or General Liability Insurance coverage of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured.~~

~~C. Organization's Bylaws shall not call for the office of a Commissioner or City Council Member to be represented on the group's Board of Directors or general membership.~~

~~D. Organization's Bylaws shall not be in conflict with any state or federal statutes.~~

~~E. The non-profit organization must have at least 55% of their membership and 55% of their Executive Board members living in Cypress to be considered as highest priority. National organizations that focus on Cypress projects and services may use a member's Cypress business address in lieu of a residential address to meet the 55% threshold.~~

To be eligible to receive a grant, organizations must:

- Submit a fully completed non-profit grant application in accordance with all guidelines and by the specified date.
- Attain and maintain tax-exempt status as recognized by the Internal Revenue Service (IRS) under sections 501(c)(3),(4),(6), or (7) and/or be officially recognized as a tax-exempt organization under applicable California state law.
- Have sustained operations and actively provided programs, services, or events for a minimum of one year prior to the date of application.
- Provide a service, program, event, and/or volunteer resource that directly benefits the City, District, and/or the residents of Cypress.
- Have at least 55% of their membership and 55% of their executive board members living in Cypress to be considered highest priority. National or regional organizations may satisfy this requirement if members maintain a business address within Cypress. Organizations headquartered outside the city may still be eligible to apply if they can demonstrate that their programs or services are delivered directly to Cypress residents within the city.
- Provide and maintain special event and/or general liability insurance coverage that names the City and the District as additionally insured. Insurance must meet or exceed the minimum requirements established by the City and District.

GUIDELINES

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

Grant funding and support must solely be utilized for public purposes and must comply with all applicable laws and statutes. All services, programs, or events must provide a clear and demonstrable benefit for Cypress residents. Grant funds and support may not be used for salaries, repayment of debt obligations, political purposes, or as passthrough funding to individuals or other organizations.

Grant funds and support must be used within the designated fiscal year and may not be carried forward from one fiscal year to another. Any unclaimed funds or support shall be returned to the Districts' General Fund.

Organizations receiving funding or support shall not require the involvement of a City Council Member, City Commissioner, or City staff on its Board of Directors or general membership.

APPLICATION PROCESS

All applicants must submit a complete non-profit grant request application by the specified date. Applications shall provide a detailed explanation of the requested funding and/or support. Incomplete/late applications will not be considered. Submitting an application is not a guarantee that the request will be approved.

The non-profit grant request application shall include the following:

- Name of organization
- Organization's mission statement or purpose
- Organization's membership and executive board residency rates
- Description of programs, services, or events
- Description of direct funding requests
- Description of staff support requests
- Description of fee waivers for use of facilities and equipment requests
- IRS letter of determination
- Organization's bylaws
- Executive board contact information
- Budget and account balance sheet

- Certificate of insurance

Organizations receiving a grant must enter into a written agreement that specifies the organization's responsibilities and use of the grant. The organization must also document all grant expenditures and provide a full accounting to substantiate that grant funding was spent appropriately. The District may request additional documentation to ensure the funds were used appropriately.

~~**PROCEDURE**~~

~~**Grant Request Program**~~

~~Organizations will be required to meet all criteria and complete an application form by a stipulated due date. Incomplete applications and those received after the deadline date will not be considered for funding by City Council. Completed applications received by the due date will be reviewed by staff and recommendations will be made for approval to the City Council. The grant approvals will be effective July 1 to June 30 of each year to coincide with the City's Fiscal Year budget.~~

~~This policy provides non-profit organizations the opportunity to request direct funding and indirect (in-kind) services for specific programming needs. Indirect services may include services such as staff support, waiver of fees for use of meetings rooms, use of showmobile, and graphic design and printing of advertising material.~~

~~**Facility Rentals**~~

~~Non-profit organizations approved under this program may request utilization of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("non-prime time" hours) from 9:00 a.m. to 5:00 p.m. at little to no cost.~~

~~a) Non-profit organizations approved under this program may utilize up to fifteen (15) uses per group of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("prime time" hours) after 5:00 p.m. at little to no cost. *(Senior Clubs exempted for Senior Center uses).*~~

~~b) Of the above fifteen (15) facility uses, non-profit organizations are limited to no more than two (2) uses up to a maximum of six hours each per group of the Community Center Grand Ballroom and/or the Senior Center Multi-Purpose Room, anytime on Friday, Saturday and Sunday, at no cost, based on availability outlined in the District's Facility Use Policy. *(Senior Clubs exempted for Senior Center uses).*~~

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

~~**Biennial Program**~~
~~***The Grant Request Program will be for a two-year request for funds.*** The first biennial cycle of grants will cover the period of July 1, 2009, through June 30 of 2011, with subsequent two-year cycles following thereafter. A biennial cycle of grants allows organizations to better plan for future events while providing the City/District to better plan and allocate such funds. The grant process will coincide with the City's budgeting process for the coming fiscal year.~~

~~Applications will be reviewed and approved by the City Council and any financial support for the two-year cycle of awards will take effect after July 1 of each fiscal year.~~

~~While non-profit groups submit information for a projected two-year period, the City has the right to request updated information of a group at anytime.~~

~~In the case that a non-profit organization wishes to amend funding for the second year of the award cycle due to unforeseen circumstances, such requests may be considered by City Council on an emergency basis only.~~

~~**Provisions of Support**~~
~~Non-profit groups that have been approved for direct funding must provide an invoice to the City after the service or program has been rendered in order to receive payment. In the case of direct funding awarded in the amount of $1,000 and over given for annual support of the group's operations with no ties to a specific program, the City shall issue the financial support on a quarterly basis in the months of September, December, April, and June; and for direct funding awarded in the amount less than $1,000 under like circumstances, the City shall issue the financial support on a semi-annual basis in the months of December and June.~~

~~The City/District reserves the right to immediately suspend financial and in-kind support to non-profit organizations in the unlikely event the City/District incurs financial constraints, or if the City/District determines the non-profit organization has undergone a significant change in terms of operation, finances, direction and/or administration.~~

PROVISIONS OF SUPPORT
Organizations may request direct funding, staff support, and fee waivers for use of facilities and equipment. Organizations who have received support during the previous cycle, meet all the eligibility requirements, including the 55% residency for membership and executive board, and who are requesting similar support from previous years may be administratively approved by the City Manager or their designee. The City Council will consider support for

all new organizations requesting support and existing organizations not meeting the 55% membership and executive board residency requirement, requesting substantial changes to previous support, or requesting direct funding. Support awarded through the grant process will be limited to the allocation approved for those purposes.

Organizations receiving direct funding must provide an invoice at the conclusion of the service, program, or event to receive payment. In the case of direct funding awarded for annual support of the organization's operations the District shall make payment in December and June. For all items purchased with direct funding of $1,000 or more, three quotes must be obtained and included with the invoice.

Organizations receiving a fee waiver for facility use are bound by the City/Districts' Facility Use Agreements and may:

- Request to use meeting rooms based on availability during weekdays (non-prime time hours) from 9:00 a.m. to 5:00 p.m.
- Request to use meeting rooms 15 times during weekdays (prime time hours) after 5:00 p.m. *(Senior Clubs exempted for Senior Center uses).*
- Request to use the Community Center Grand Ballroom/Senior Center Multi-Purpose Room on Friday, Saturday and Sunday twice based on availability. Use of these rooms counts towards the maximum of 15 room reservations.

The District reserves the right to immediately suspend grants in the unlikely event the City/District experience financial constraints or if an organization undergoes a significant operational, financial or other change.

~~**Special Event Liability Insurance**~~
~~For each event held on City/District property, or as otherwise requested, the organization must provide Special Event or General Liability Insurance of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured. Failure to maintain appropriate insurance coverage will result in the suspension of financial and in-kind support.~~

~~**Director's and Officer's Insurance**~~

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

~~In addition to the Special Event or General Liability Insurance, although not required, the City recommends that the organization purchase Director's and Officer's Insurance to protect their officers and directors from personal or individual liability. Organizations obtain such coverage through outside insurance agencies, which can include utilization of the City's current broker, Alliant Services.~~

REPORTING REQUIREMENTS

Organizations receiving a grant must submit an annual report (July 1 to June 30) by August 1 to document how the grant was used. The report shall include:

- Cover letter summarizing how the grant was used, with details on services, programs, or events provided.
- Metrics used to measure the organization's and grant's performance and impact.
- Photos of the grant-supported services, programs, or events.

Organizations receiving direct funding shall also include:

- An itemized accounting of how the funds were spent.
- Copies of invoices or receipts.
- Comparison of actual expenditures to the approved budget.
- Explanation of any variances greater than 10% of any line item.

If the grant is not used in accordance with the approved purpose, the organization shall be required to return the funding. Failure to provide proper documentation and required reporting will disqualify the organization from future grants. All records relating to the grant must be maintained by the organization for at least 3 years. The District reserves the right to conduct an audit and/or require additional documentation regarding direct funding.

Organizations receiving direct support shall make good faith efforts to procure goods and services from businesses in Cypress.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 03/10/2026

SUBJECT: **Approve Short-Term Amended and Restated Agreements with Cypress School District for Community Park Sites at Damron and Vessels School Properties**

RECOMMENDATION

1. Approve an amended and restated joint use agreement with Cypress School District for a community park site at 5400 Myra Avenue, Cypress known as the former Damron School Site; and

2. Approve an amended and restated joint use agreement with Cypress School District for a community park site at 5900 Cathy Avenue, Cypress located next to Frank Vessels Elementary School.

DISCUSSION

The Cypress Recreation and Park District (CRPD) and Cypress School District (CSD) have had joint use agreements in place that allow for the use of a portion of school district properties for community park sites. These agreements provide additional park space and allow CRPD to utilize the space for recreational activities.

Since 1977, CRPD has utilized a portion of the former Damron school site and Frank Vessels Elementary School for community playgrounds. At each of these sites, CRPD has installed playground equipment, rubberized surfacing, and enhanced park amenities for public use. The joint use agreements were effective for 10 years, subject to a 180-day termination by either party, and expired on December 10, 2025.

At its February 12, 2026 meeting, the CSD Board of Trustees approved the attached short-term joint use agreements for portions of Damron and Frank Vessels Elementary School. The proposed agreements amend and restate the desire of both parties to provide a public park space for community use while making both agreements consistent with each other.

The two proposed agreements shall be effective until August 31, 2026, unless terminated by the CRPD or CSD with a 60-day written notice. Should CSD exercise its right to terminate the agreement, they shall reimburse CRPD for the improvements placed on the property, including the playground and other amenities, in an amount equal to the fair market value. Should CRPD exercise its right to terminate the agreement, all improvements made on the property shall become property of CSD. Should CSD decline such improvements, CRPD will remove the improvements within six months. In addition, custodial and maintenance services shall remain the same as in prior agreements with CSD providing these services for the Damron and Vessels properties however, CRPD will be responsible for any custodial or maintenance needs created by community use, beyond normal wear and tear.

The CSD Board of Trustees also approved an amended and restated short-term agreement for Rosen Acacia Park, located adjacent to CSD's prior Swain school site. CRPD has utilized this 1.191 acre site known as Rosen Acacia Park, since 1971. Over the years, CRPD has installed playground equipment, rubberized surfacing, and enhanced park amenities for use by the public. The original joint use agreement for Rosen Acacia Park does not identify a specific end date, but provides CSD with the option to end the lease with a 12-month notification. Staff is not recommending approval of the amended and restated agreement as the original agreement remains in effect.

BUDGET IMPACT

The recommended agreements do not increase the Recreation and Park District's custodial or maintenance responsibilities. Any future improvements contemplated for these sites will be incorporated into future budgets once longer-term agreements are secured.

LEGAL REVIEW

The City Attorney's office has reviewed and approved the Amended and Restated Joint Use Agreements.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Damron Park Amended and Restated Agreement

Vessels Park Amended and Restated Agreement

AMENDED AND RESTATED JOINT USE AGREEMENT
BY AND BETWEEN
CYPRESS SCHOOL DISTRICT
AND THE CYPRESS RECREATION AND PARK DISTRICT

THIS AGREEMENT is made and entered into this ___ day of _____ 2026 (the "Effective Date"), by and among CYPRESS SCHOOL DISTRICT, a public school District duly organized and operated under the laws of the State of California, hereinafter referred to as "DISTRICT", and CYPRESS RECREATION AND PARK DISTRICT, a subsidiary district of the City of Cypress in Orange County in the State of California, hereinafter referred to as "CITY", both of whom shall be collectively referred to as the "PARTIES."

RECITALS

WHEREAS, Chapter 10, Part 7 of Division I of Title I of the Education Code of the State of California, commencing with Section 10900 et seq. authorizes the CITY and the DISTRICT to contract with one another to establish, construct, improve, operate, and maintain community recreational facilities and programs;

WHEREAS, the PARTIES desire to promote and preserve the health and general welfare of the people of the CITY, and to cultivate the development of good citizenship by providing for a public park or other adequate program of community recreation and to conduct such a program of community recreation as will contribute to the attainment of general education and recreational objectives for the children and adults of said CITY;

WHEREAS, the PARTIES entered into an agreement dated December 11, 1995 ("Original Agreement"), whereby the DISTRICT made available to the CITY certain of Property located at 5400 Myra Avenue, Cypress, CA 90630 known as the former Damron School Site ("Property"), as further identified in the main body of this Agreement, for the purpose of providing a public park or other program of community recreation;

WHEREAS, Section 1 of the Original Agreement provided for an initial term but allowed either Party to extend the lease for additional ten (10) years and allowed either Party to terminate the Agreement upon notice in writing;

WHEREAS, the PARTIES now wish to amend and restate the Original Agreement through this new Agreement which shall constitute the new and complete agreement between the PARTIES with respect to the Property. Unless otherwise indicated herein, this Agreement fully and completely replaces the Original Agreement and, upon the Effective Date stated herein, the

Original Agreement shall be deemed terminated and shall have no legal effect.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, PARTIES agree as follows:

1. JOINT USE OF PROPERTY

a. DISTRICT shall make available to CITY certain DISTRICT school property ("Property"), detailed in Exhibit "A" attached hereto and incorporated herein by reference, for use as a public park or other community recreational activities.

b. CITY's use of DISTRICT's Property shall be in accordance with DISTRICT policies and procedures.

c. CITY's shall have the right to use the Property for public park purposes, subject to DISTRICT's changing needs to use the property in its own right, consistent with this Section.

d. With advanced notice to CITY, DISTRICT shall have the right to use the Property during normal school hours. For the purposes of this Agreement, the term "normal school hours" shall be from 8:00 a.m. to 3:15 p.m., Monday through Friday, for each day that school is in session, including lunch hour. It is understood and agreed that the starting and ending times for school hours may change from school year to school year, and that for each school year, the actual starting and ending times will be those hours that school classes start and end as determined for each school year by the DISTRICT.

e. DISTRICT shall be consulted and advised regarding all community recreational activities conducted by the CITY at the Property.

f. All fees and charges assessed for community recreational activities under this Agreement shall be used for furthering the recreational activities of the students and in performance of this Agreement.

2. TERM OF AGREEMENT/RENEWAL OPTION/OPTION TO TERMINATE

The term of this Agreement shall be August 31, 2026, unless terminated by CITY or DISTRICT, upon sixty (60) days prior written notice to the other party specifying the desired date of termination. The PARTIES may agree to extend this Agreement subject to terms and conditions agreeable to the PARTIES and set forth in a written amendment to this Agreement.

If DISTRICT desires to exercise its right to terminate this Agreement, DISTRICT shall reimburse CITY for the improvements placed on the Property by CITY, including but not limited to the playground and accessory structures, benches, landscaping, walkways, and signage (the

"Improvements") in an amount equal to the fair market value of said Improvements as of the date the cancellation is to be effective. In the event the PARTIES cannot agree upon the fair market value of the Improvements, such value will be determined by an independent appraiser appointed by and satisfactory to DISTRICT and CITY. The expense or such appraisal shall be borne equally by both PARTIES. In the event the PARTIES shall not agree upon said appraiser, the presiding judge of the Superior Court for the State or California, County of Orange, shall appoint the appraiser.

In the event CITY chooses to exercise its right to terminate this Agreement, all Improvements placed on the Property shall become the property of DISTRICT without the necessity of formal documentation of transfer. Should DISTRICT not want such Improvements, CITY shall remove said Improvements within six (6) months or less, from date of notice, and return the Property to its original condition insofar as possible. Upon any cancellation of this Agreement, CITY shall remove all Improvements belonging to CITY. CITY's liability insurance shall be written to cover any cancellation period until Improvements are removed or title is received by DISTRICT.

All Improvements constructed on the Property and all Improvements placed or installed thereon by CITY and owned by CITY shall remain the property of CITY. At the termination of this Agreement, CITY shall remove from the Property all Improvements belonging to CITY and shall return the Property to its original condition insofar as possible unless DISTRICT indicates its desire, within thirty (30) days after such termination, to assume title to such Improvements. In which case, title thereto shall vest in DISTRICT without the necessity of formal documentation of transfer.

3. PERSONNEL

All CITY personnel employed to conduct community recreational activities shall be under the supervision of CITY and shall be employed and paid by CITY. CITY shall select and provide only qualified personnel to conduct community recreational activities and events which take place at the Property after school hours, on weekends, and during holiday and vacation periods.

4. MAINTENANCE OF PROPERTY

a. Custodial and maintenance services for the Property utilized for a public park and community recreational activities shall be provided by DISTRICT. However, CITY shall be solely responsible for addressing any custodial or maintenance need made necessary by CITY's

use, such as any damage or additional trash removal caused by CITY's use beyond normal wear and tear and standard use.

b. CITY shall provide and pay for all expendable materials and supplies necessary for conducting community recreational activities on the Property.

c. The CITY shall be responsible to take appropriate action to abate any dangerous conditions during its usage of any of the Property.

d. Any maintenance procedure by DISTRICT or CITY which shall require the temporary closure of the Property for more than twenty-four (24) hours shall occur at times mutually agreed upon in writing between the PARTIES.

e. CITY shall provide for and install all utilities necessary for the proper functioning of the Property. CITY shall pay all costs for the operation, repair and maintenance of the utilities in proportion to its usage of the Property during the term of this Agreement and any extensions thereof.

5. CONTRACT ADMINISTRATOR

The CITY Contract Administrator for this Agreement shall be Jeff Draper, Director of Recreation and Community Services..

6. INDEMNIFICATION/INSURANCE

a. Indemnification by CITY. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by City under or in connection with any activities described in this Agreement. Neither DISTRICT nor any officer or employee of District shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of the CITY, its officers, employees or agents in connection with this Agreement. CITY shall fully indemnify, defend and hold DISTRICT harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omission on the part of the CITY, its officers, employees or agents in connection with this Agreement.

b. Indemnification by DISTRICT. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or

omitted to be done by DISTRICT under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4 DISTRICT shall fully defend, indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any activities described in this Agreement. Neither CITY nor any officer or employee of CITY shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of DISTRICT, its officers, employees or agents in connection with this Agreement. DISTRICT shall fully indemnify, defend and hold the CITY harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omissions on the part of the DISTRICT, its officers, employees or agents in connection with this Agreement.

c. CITY's Insurance Obligations. CITY shall furnish properly executed certificates of insurance to DISTRICT within thirty (30) days of DISTRICT's written request for such certificates, which certificates shall clearly evidence coverage for property damage in the amount of Two Million Dollars ($2,000,000) for any one accident, and bodily injury in the amount of not less than Two Million Dollars ($2,000,000) per person and Two Million Dollars ($2,000,000) per accident, in addition to any other coverage required by DISTRICT. CITY's insurance coverage shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to DISTRICT. Such insurance shall name DISTRICT, its officers, and employees as additional insured.

7. PROPERTY INSPECTION

a. The PARTIES will perform a bilateral inspection of the Property prior to the commencement of the term of the Agreement for the purpose of ascertaining that the Property is in good condition and that CITY has complied with its prior use obligations.

b. If the PARTIES determine that the Property is not in good condition due to CITY's prior use, such use to be deemed the presumptive cause of the any such condition absent other evidence, CITY will complete, at its sole cost and expense, any remedial action necessary to return the Property to good condition.

c. DISTRICT or its authorized agent shall have the right to enter the Property at reasonable times and upon twenty-four hours (24) advance written notice to CITY, except in the case of emergency, to inspect the property periodically to ensure that the Property is in good

condition.

8. GENERAL PROVISIONS

a. Notice. Every notice, demand, request, designation, consent, approval or other document or instrument delivered pursuant to this Agreement shall be in writing and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, sent by facsimile transmission with the original subsequently delivered by other means within three (3) working days of the facsimile transmission, or sent by registered or certified United States Mail (postage prepaid, return receipt requested), to the addresses set forth below or to such other addresses as the PARTIES may designate from time to time:

If to District: Cypress School District
5816 Corporate Avenue, Suite 100
Cypress, California 90630
Attn: Larry Ferchaw, Assistant Superintendent, Business Services

If to City: Cypress Recreation and Park District
5700 Orange Avenue
Cypress, CA 90630
Attn: Jeff Draper, Director of Recreation and Community Services

Written notice served by registered or certified mail shall be deemed delivered three (3) days after the date mailed. Other notices shall be effective upon delivery.

b. Covenants and Conditions. Each term and each provision of this Agreement performable by either party shall be deemed both a covenant and a condition.

c. Partial Invalidity. If any term or provision of this Agreement or any extension or application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any extension or application shall be valid and enforced to the fullest extent permitted by law.

d. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any action by the DISTRICT requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act of DISTRICT. DISTRICT's consent or approval of any action by the CITY requiring DISTRICT's consent or approval shall not be deemed to waive or render unnecessary DISTRICT's consent to or approval of any subsequent act of CITY. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same

or any other provision of this Agreement.

e. No Assignment. This Agreement and the duties and responsibilities of the PARTIES shall not be assigned by the PARTIES.

f. Entire Agreement. This Agreement represents the entire understanding of the PARTIES as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing by the PARTIES.

g. Headings. Headings at the beginning of each numbered article and section of this Agreement are solely for the convenience of the PARTIES and are not part of this Agreement. As they are intended for reference only, no legal significance of any kind shall be attached to such headings.

h. Governing Law. This Agreement shall be governed by the laws of the State of California and construed as if drafted by both CITY and DISTRICT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by and through their authorized officers on the day, month and year first above written.

CYPRESS SCHOOL DISTRICT

By _____
Signature

Anne Silavs
Print Name

Superintendent
Title

CYPRESS RECREATION AND PARK DISTRICT

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

APPROVED AS TO CONTENT

By _____
City Manager

INITIATED AND APPROVED

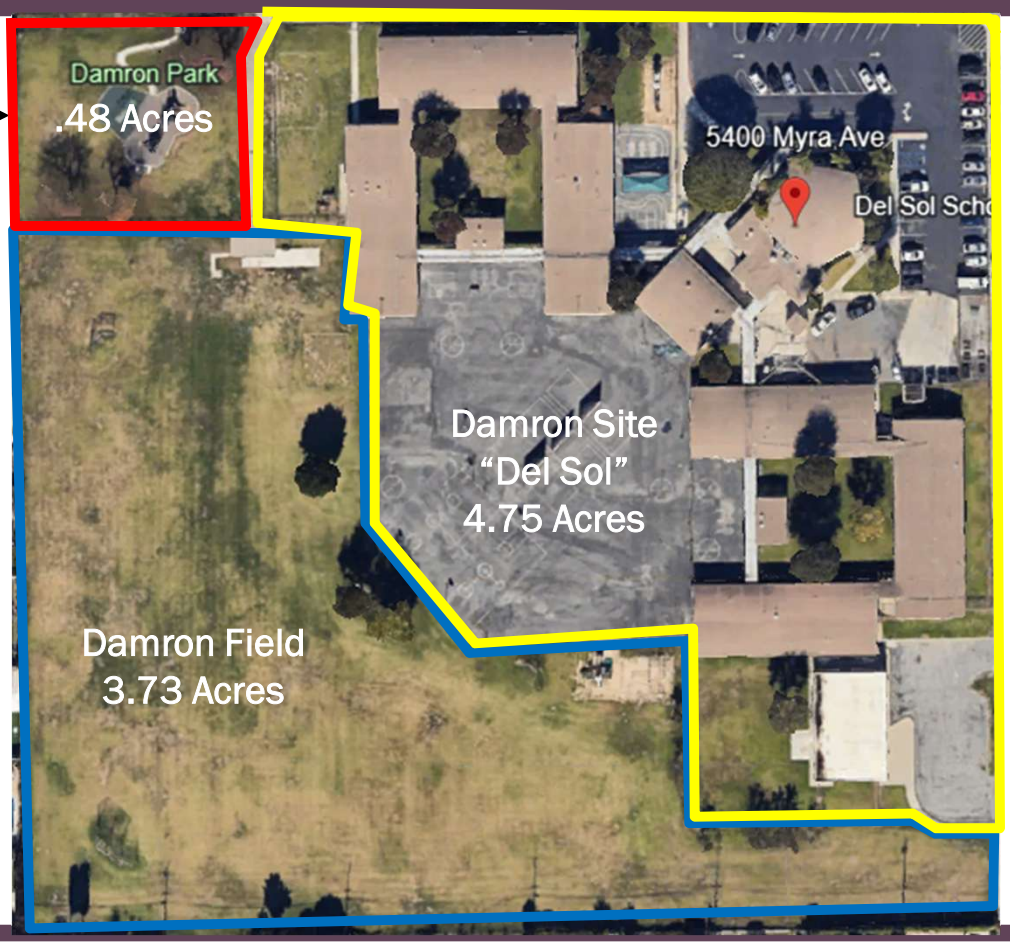
By _____
Director of Recreation and Community Services

EXHIBIT "A"

Description of Property used by City

DAMRON PARK

Portion used as community park →



AMENDED AND RESTATED JOINT USE AGREEMENT
BY AND BETWEEN
CYPRESS SCHOOL DISTRICT
AND THE CYPRESS RECREATION AND PARK DISTRICT

THIS AGREEMENT is made and entered into this ___ day of _____ 2026 (the "Effective Date"), by and among CYPRESS SCHOOL DISTRICT, a public school District duly organized and operated under the laws of the State of California, hereinafter referred to as "DISTRICT", and CYPRESS RECREATION AND PARK DISTRICT, a subsidiary district of the City of Cypress in Orange County in the State of California, hereinafter referred to as "CITY", both of whom shall be collectively referred to as the "PARTIES."

RECITALS

WHEREAS, Chapter 10, Part 7 of Division I of Title I of the Education Code of the State of California, commencing with Section 10900 et seq. authorizes the CITY and the DISTRICT to contract with one another to establish, construct, improve, operate, and maintain community recreational facilities and programs;

WHEREAS, the PARTIES desire to promote and preserve the health and general welfare of the people of the CITY, and to cultivate the development of good citizenship by providing for a public park or other adequate program of community recreation and to conduct such a program of community recreation as will contribute to the attainment of general education and recreational objectives for the children and adults of said CITY;

WHEREAS, the PARTIES entered into an agreement dated December 11, 1995 ("Original Agreement"), whereby the DISTRICT made available to the CITY certain of Property located at 5900 Cathy Avenue, Cypress CA, located next to the Frank Vessels Elementary School ("Property"), as further identified in the main body of this Agreement, for the purpose of providing a public park or other program of community recreation;

WHEREAS, Section 1 of the Original Agreement provided for an initial term but allowed either Party to extend the lease for additional ten (10) years and allowed either Party to terminate the Agreement upon notice in writing;

WHEREAS, the PARTIES now wish to amend and restate the Original Agreement through this new Agreement which shall constitute the new and complete agreement between the PARTIES with respect to the Property. Unless otherwise indicated herein, this Agreement fully and completely replaces the Original Agreement and, upon the Effective Date stated herein, the

Original Agreement shall be deemed terminated and shall have no legal effect.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, PARTIES agree as follows:

1. JOINT USE OF PROPERTY

a. DISTRICT shall make available to CITY certain DISTRICT school property ("Property"), detailed in Exhibit "A" attached hereto and incorporated herein by reference, for use as a public park or other community recreational activities.

b. CITY's use of DISTRICT's Property shall be in accordance with DISTRICT policies and procedures.

c. CITY's shall have the right to use the Property for public park purposes, subject to DISTRICT's changing needs to use the property in its own right, consistent with this Section.

d. With advanced notice to CITY, DISTRICT shall have the right to use the Property during normal school hours. For the purposes of this Agreement, the term "normal school hours" shall be from 8:00 a.m. to 3:15 p.m., Monday through Friday, for each day that school is in session, including lunch hour. It is understood and agreed that the starting and ending times for school hours may change from school year to school year, and that for each school year, the actual starting and ending times will be those hours that school classes start and end as determined for each school year by the DISTRICT.

e. DISTRICT shall be consulted and advised regarding all community recreational activities conducted by the CITY at the Property.

f. All fees and charges assessed for community recreational activities under this Agreement shall be used for furthering the recreational activities of the students and in performance of this Agreement.

2. TERM OF AGREEMENT/RENEWAL OPTION/OPTION TO TERMINATE

The term of this Agreement shall be August 31, 2026, unless terminated by CITY or DISTRICT, upon sixty (60) days prior written notice to the other party specifying the desired date of termination. The PARTIES may agree to extend this Agreement subject to terms and conditions agreeable to the PARTIES and set forth in a written amendment to this Agreement.

If DISTRICT desires to exercise its right to terminate this Agreement, DISTRICT shall reimburse CITY for the improvements placed on the Property by CITY, including but not limited to the playground and accessory structures, benches, landscaping, walkways, and signage (the

"Improvements") in an amount equal to the fair market value of said Improvements as of the date the cancellation is to be effective. In the event the PARTIES cannot agree upon the fair market value of the Improvements, such value will be determined by an independent appraiser appointed by and satisfactory to DISTRICT and CITY. The expense or such appraisal shall be borne equally by both PARTIES. In the event the PARTIES shall not agree upon said appraiser, the presiding judge of the Superior Court for the State or California, County of Orange, shall appoint the appraiser.

In the event CITY chooses to exercise its right to terminate this Agreement, all Improvements placed on the Property shall become the property of DISTRICT without the necessity of formal documentation of transfer. Should DISTRICT not want such Improvements, CITY shall remove said Improvements within six (6) months or less, from date of notice, and return the Property to its original condition insofar as possible. Upon any cancellation of this Agreement, CITY shall remove all Improvements belonging to CITY. CITY's liability insurance shall be written to cover any cancellation period until Improvements are removed or title is received by DISTRICT.

All Improvements constructed on the Property and all Improvements placed or installed thereon by CITY and owned by CITY shall remain the property of CITY. At the termination of this Agreement, CITY shall remove from the Property all Improvements belonging to CITY and shall return the Property to its original condition insofar as possible unless DISTRICT indicates its desire, within thirty (30) days after such termination, to assume title to such Improvements. In which case, title thereto shall vest in DISTRICT without the necessity of formal documentation of transfer.

3. PERSONNEL

All CITY personnel employed to conduct community recreational activities shall be under the supervision of CITY and shall be employed and paid by CITY. CITY shall select and provide only qualified personnel to conduct community recreational activities and events which take place at the Property after school hours, on weekends, and during holiday and vacation periods.

4. MAINTENANCE OF PROPERTY

a. Custodial and maintenance services for the Property utilized for a public park and community recreational activities shall be provided by DISTRICT. However, CITY shall be solely responsible for addressing any custodial or maintenance need made necessary by CITY's

use, such as any damage or additional trash removal caused by CITY's use beyond normal wear and tear and standard use.

b. CITY shall provide and pay for all expendable materials and supplies necessary for conducting community recreational activities on the Property.

c. The CITY shall be responsible to take appropriate action to abate any dangerous conditions during its usage of any of the Property.

d. Any maintenance procedure by DISTRICT or CITY which shall require the temporary closure of the Property for more than twenty-four (24) hours shall occur at times mutually agreed upon in writing between the PARTIES.

e. CITY shall provide for and install all utilities necessary for the proper functioning of the Property. CITY shall pay all costs for the operation, repair and maintenance of the utilities in proportion to its usage of the Property during the term of this Agreement and any extensions thereof.

5. CONTRACT ADMINISTRATOR

The CITY Contract Administrator for this Agreement shall be Jeff Draper, Director of Recreation and Community Services..

6. INDEMNIFICATION/INSURANCE

a. Indemnification by CITY. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by City under or in connection with any activities described in this Agreement. Neither DISTRICT nor any officer or employee of District shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of the CITY, its officers, employees or agents in connection with this Agreement. CITY shall fully indemnify, defend and hold DISTRICT harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omission on the part of the CITY, its officers, employees or agents in connection with this Agreement.

b. Indemnification by DISTRICT. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or

omitted to be done by DISTRICT under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4 DISTRICT shall fully defend, indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any activities described in this Agreement. Neither CITY nor any officer or employee of CITY shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of DISTRICT, its officers, employees or agents in connection with this Agreement. DISTRICT shall fully indemnify, defend and hold the CITY harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omissions on the part of the DISTRICT, its officers, employees or agents in connection with this Agreement.

c. CITY's Insurance Obligations. CITY shall furnish properly executed certificates of insurance to DISTRICT within thirty (30) days of DISTRICT's written request for such certificates, which certificates shall clearly evidence coverage for property damage in the amount of Two Million Dollars ($2,000,000) for any one accident, and bodily injury in the amount of not less than Two Million Dollars ($2,000,000) per person and Two Million Dollars ($2,000,000) per accident, in addition to any other coverage required by DISTRICT. CITY's insurance coverage shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to DISTRICT. Such insurance shall name DISTRICT, its officers, and employees as additional insured.

7. PROPERTY INSPECTION

a. The PARTIES will perform a bilateral inspection of the Property prior to the commencement of the term of the Agreement for the purpose of ascertaining that the Property is in good condition and that CITY has complied with its prior use obligations.

b. If the PARTIES determine that the Property is not in good condition due to CITY's prior use, such use to be deemed the presumptive cause of the any such condition absent other evidence, CITY will complete, at its sole cost and expense, any remedial action necessary to return the Property to good condition.

c. DISTRICT or its authorized agent shall have the right to enter the Property at reasonable times and upon twenty-four hours (24) advance written notice to CITY, except in the case of emergency, to inspect the property periodically to ensure that the Property is in good

condition.

8. GENERAL PROVISIONS

a. Notice. Every notice, demand, request, designation, consent, approval or other document or instrument delivered pursuant to this Agreement shall be in writing and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, sent by facsimile transmission with the original subsequently delivered by other means within three (3) working days of the facsimile transmission, or sent by registered or certified United States Mail (postage prepaid, return receipt requested), to the addresses set forth below or to such other addresses as the PARTIES may designate from time to time:

If to District: Cypress School District
5816 Corporate Avenue, Suite 100
Cypress, California 90630
Attn: Larry Ferchaw, Assistant Superintendent, Business Services

If to City: Cypress Recreation and Park District
5700 Orange Avenue
Cypress, CA 90630
Attn: Jeff Draper, Director of Recreation and Community Services

Written notice served by registered or certified mail shall be deemed delivered three (3) days after the date mailed. Other notices shall be effective upon delivery.

b. Covenants and Conditions. Each term and each provision of this Agreement performable by either party shall be deemed both a covenant and a condition.

c. Partial Invalidity. If any term or provision of this Agreement or any extension or application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any extension or application shall be valid and enforced to the fullest extent permitted by law.

d. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any action by the DISTRICT requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act of DISTRICT. DISTRICT's consent or approval of any action by the CITY requiring DISTRICT's consent or approval shall not be deemed to waive or render unnecessary DISTRICT's consent to or approval of any subsequent act of CITY. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same

or any other provision of this Agreement.

e. No Assignment. This Agreement and the duties and responsibilities of the PARTIES shall not be assigned by the PARTIES.

f. Entire Agreement. This Agreement represents the entire understanding of the PARTIES as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing by the PARTIES.

g. Headings. Headings at the beginning of each numbered article and section of this Agreement are solely for the convenience of the PARTIES and are not part of this Agreement. As they are intended for reference only, no legal significance of any kind shall be attached to such headings.

h. Governing Law. This Agreement shall be governed by the laws of the State of California and construed as if drafted by both CITY and DISTRICT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by and through their authorized officers on the day, month and year first above written.

CYPRESS SCHOOL DISTRICT

By _____
Signature

Anne Silavs
Print Name

Superintendent
Title

CYPRESS RECREATION AND PARK DISTRICT

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

APPROVED AS TO CONTENT

By _____
City Manager

INITIATED AND APPROVED

By _____
Director of Recreation and Community Services

EXHIBIT "A"

Description of Property used by City

VESSELS PARK



Portion used as community park

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Adopt the Strategic Plan and 2026 Objectives**

RECOMMENDATION

Adopt the Strategic Plan and 2026 objectives.

DISCUSSION

The City Council establishes major City goals and objectives through its strategic planning process and the Strategic Plan is the primary tool by which the City Council improves services and preserves Cypress' high quality of life. The City Council met on February 17 to review the Strategic Plan and develop objectives for 2026. The Mission, Vision and Three-Year Goals were confirmed by City Council at the strategic planning session. They are as follows:

Mission

The City of Cypress, guided by our core values, will utilize our resources in concert with community partners to provide an exceptional city to live, work, and play.

Vision

Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses.

Three - Year Goals

Maintain Infrastructure & Facilities
Maintain Financial Stability & Promote Economic Activity
Enhance & Maintain Public Safety
Enhance Recreation Facilities & Programs
Maintain High Quality & High Value Services For the Community

The 2026 objectives are listed on pages two–six in the attachment. These objectives are the foundation on which the City manages program objectives, implementation and

accountability, and they will also guide budget development for fiscal year 2026-27. City Council will receive monthly updates on the status of these objectives alongside a special meeting in six months to review and update the plan as needed.

It is important to note that additional topics were discussed at the strategic planning session that do not, in staff's view, rise to the level of a strategic plan objective. These discussions were noted by staff and will be incorporated into operations and/or included in the fiscal year 2026-27 budget.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Strategic Plan and 2026 Objectives

CITY OF CYPRESS
Strategic Roadmap
Three Year Goals: 2023-2026

Mission

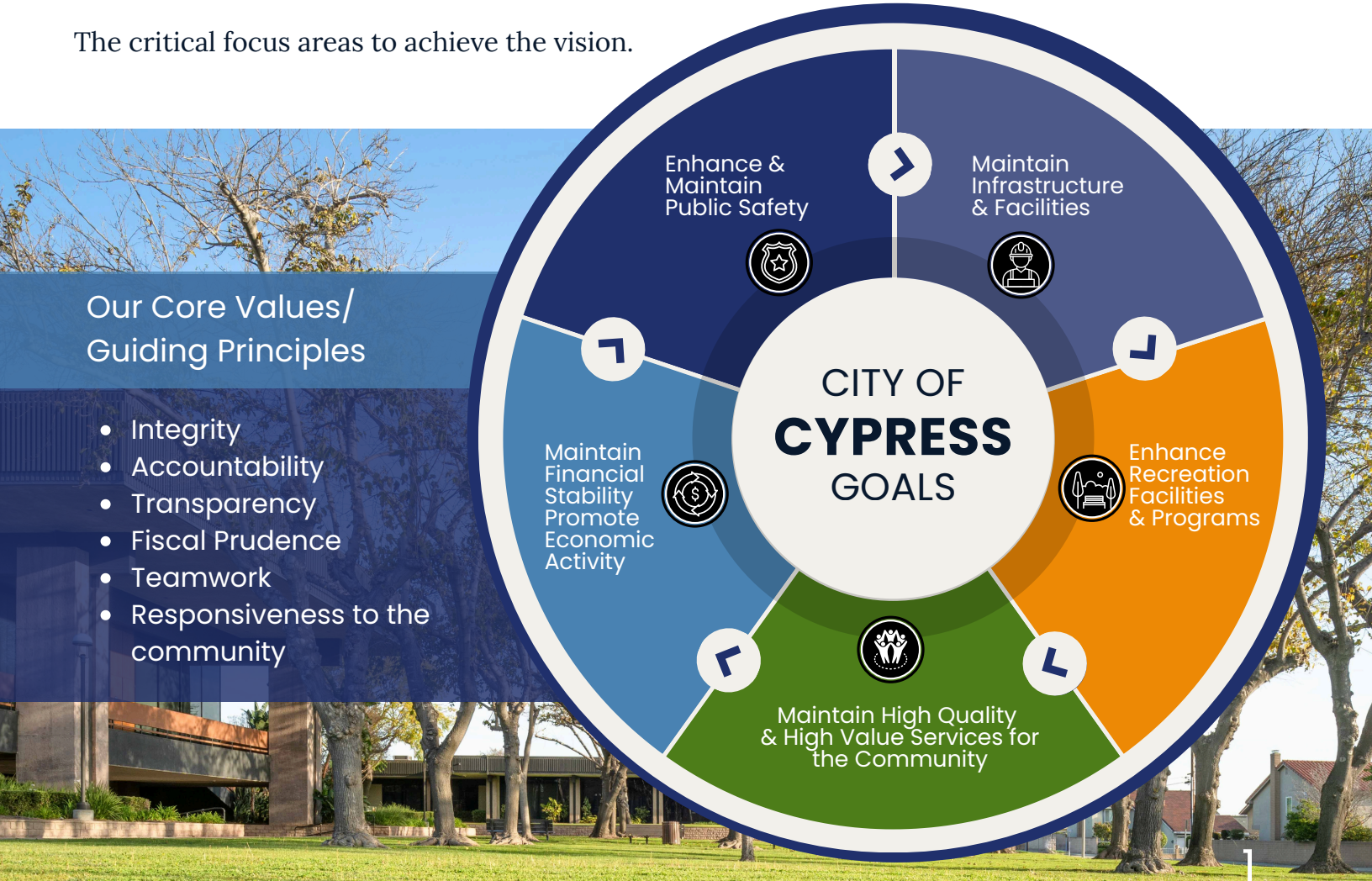
The City of Cypress, guided by our core values, will utilize our resources in concert with community partners to provide an exceptional city to live, work, and play.

Vision

Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses.

Three-Year Goals

The critical focus areas to achieve the vision.



Our Core Values/ Guiding Principles

- Integrity
- Accountability
- Transparency
- Fiscal Prudence
- Teamwork
- Responsiveness to the community

MAINTAIN INFRASTRUCTURE & FACILITIES

WHEN	WHAT	WHO	PROGRESS	STATUS	COMMENTS
By: April 30, 2026	Present the Waste Infrastructure System Enhancement (WISE) Agreement to replace the Waste Disposal Agreement (OC Waste & Recycling landfill tipping fees)	Public Works Director	0%	Future	
By: June 30, 2026	Present the findings of the third-party review of the solid waste franchise	Public Works Director	0%	Future	
By: June 30, 2026	Procure five vehicles as part of the City's Civilian Fleet Sustainability/ Electrification Pilot Program	Public Works Director	0%	Future	
By: July 31, 2026	Recommend an agreement for playground design services for Veterans and Maple Grove North Parks	Public Works Director	0%	Future	
By: September 30, 2026	Provide workshop presentation on Active Transportation Plan	Public Works Director	0%	Future	
By: December 31, 2026	Present an update to the Parkway Tree Policy and introduce new Park Tree Policy	Public Works Director	0%	Future	
By: December 31, 2026	Implement alternative deterrent and enforcement methods to address illegal dumping sites citywide	Public Works Director	0%	Future	

MAINTAIN FINANCIAL STABILITY & PROMOTE ECONOMIC ACTIVITY

WHEN	WHAT	WHO	PROGRESS	STATUS	COMMENTS
By: June 1, 2026	Conduct a City Council workshop(s) on City and Recreation District budget, reserves, and fund balance policies	Finance and Administrative Services Director	0%	Future	
By: September 15, 2026	Facilitate a development agreement, Environmental Impact Report, and Tentative Tract Map for the Los Alamitos Race Course property for the future development of the track consistent with the Cypress Town Center and Commons Specific Plan	Planning Director	0%	Future	
By: September 30, 2026	Recommend a consultant to update the City's purchasing policies and procedures	Finance and Administrative Services Director	0%	Future	
By: September 30, 2026	Initiate an RFP to assist the City with implementing an electronic timecard solution	Finance and Administrative Services Director	0%	Future	
By: December 15, 2026	Prepare amendments to the Safety and Conservation Elements of the General Plan, consistent with State law	Planning Director	0%	Future	
By: December 15, 2026	Prepare an economic development plan incorporating advanced location analytics and commercial real estate information platforms	Planning Director	0%	Future	

ENHANCE & MAINTAIN PUBLIC SAFETY

WHEN	WHAT	WHO	PROGRESS	STATUS	COMMENTS
By: February 23, 2026	Recommend an agreement for City-issued cellular phones for Police Department patrol personnel	Police Chief	0%	Future	
By: May 1, 2026	Provide a presentation regarding a stand-alone Police Department drone program to the City Council	Police Chief	0%	Future	
By: June 30, 2026	Research the feasibility of a regional Drone as First Responder (DFR) program and report findings to the City Manager	Police Chief	0%	Future	
By: December 31, 2026	Provide Emergency Operations Center training to City staff	Police Chief	0%	Future	

ENHANCE RECREATION FACILITIES & PROGRAMS

WHEN	WHAT	WHO	PROGRESS	STATUS	COMMENTS
By: April 1, 2026	Present options to celebrate the City's 70th anniversary of incorpotation	RCS Director	0%	Future	
By: May 15, 2026	Recommend an agreement for public engagement and to develop conceptual design options for the expansion of Baraldi Sycamore Park	RCS Director	0%	Future	
By: September 1, 2026	Develop and recommend playground design standards	RCS Director and RCS Commission	0%	Future	
By: September 15, 2026	Prepare a nexus study and recommend an ordinance updating the City's park impact fees as required by State law	Planning Director	0%	Future	
By: November 1, 2026	Research options for one-day City sponsored cultural festival to be held in Spring 2027	RCS Director	0%	Future	

MAINTAIN HIGH QUALITY & HIGH VALUE SERVICES FOR THE COMMUNITY

WHEN	WHAT	WHO	PROGRESS	STATUS	COMMENTS
By: February 23, 2026	Develop a media relations policy and present to City Council for review and adoption	City Manager	0%	Future	
By: March 31, 2026	Conduct a Citizen's Academy for residents and business owners	City Manager	0%	Future	
By: May 29, 2026	Recommend an agreement to provide animal care services	RCS Director	0%	Future	
By: June 1, 2026	Explore feasibility of offering passport services at City Hall	City Clerk	0%	Future	
By: June 30, 2026	Evaluate new alternatives and provide recommendations for the future of Council meeting broadcasts	Information and Technology	0%	Future	
By: June 30, 2026	Review options for a secure electronic signature (e-signature) platform	Information and Technology	0%	Future	
By: August 30, 2026	Conduct demos of software programs designed especially for public records requests and obtain cost estimates	City Clerk	0%	Future	
By: December 31, 2026	Prepare scope of services and RFB/RFP to be utilized for updating the City's records retention schedule.	City Clerk	0%	Future	

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Adopt the 2026 Federal and State Legislative Platform**

RECOMMENDATION

Adopt the 2026 Federal and State Legislative Platform.

DISCUSSION

The legislative platform is a tool to protect and promote the City's interests concerning priority policy initiatives, legislative, and regulatory matters that may impact Cypress. Annually updating such a platform allows for timely responses to legislative and regulatory issues important to the City and region. The platform is also a useful tool to monitor pending legislation and determine if action is warranted. Action may include letters from the Mayor consistent with the adopted platform, as well as conversations with legislators and their staff. Before taking any action or recommending a letter for the Mayor's signature, legislative proposals are evaluated with department input, legislative advocate analysis, legal input, and City Manager guidance. The legislative priorities articulate City Council policy direction and are presented in alignment with the League of California Cities.

Earlier this year, City Council directed staff to make the platform more concise while still allowing it to be a useful tool in timely responses to the City's priority policy interests. The policy guidelines on page one remain unchanged and include preserving local control, promoting fiscal stability and supporting funding opportunities. These continue to be the bedrock on which the city's policy positions are formulated. The legislative priorities have been updated to be more current and concise and/or summarized for ease of reading.

If new or complex policy proposals arise that warrant a position from the city, city staff will return to City Council for direction as appropriate.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

2026 Legislative Platform (Clean version)

2026 Legislative Platform (Track Changes)

CITY OF CYPRESS
2026 STATE AND FEDERAL LEGISLATIVE PLATFORM

The Legislative Platform is a tool to protect and promote the City's interests on priority issues, legislative and regulatory matters that may impact Cypress. The Legislative Platform defines the City Council's policy guidelines and legislative priorities to provide the foundation for advocacy efforts at the federal, state, and local levels. Maintaining a legislative platform allows for timely response to legislative and regulatory issues important to the City, including letters from the Mayor or City Manager to the Legislature and/or Congress consistent with the Platform. The Legislative Platform also summarizes the City Council's positions on priority issues without precluding the consideration of additional legislative and budget issues that arise during the year.

POLICY GUIDELINES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's charter powers, duties and the ability to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the City's revenue base and local control over local government budgeting, recognizing that economic cost is a factor in considering the merits and/or impacts of proposed legislation or regulation. Oppose measures that make cities more dependent on the County, State or Federal governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the County, State or Federal governments, without offsetting benefits.

III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal levels that allow the City to maximize local revenues, offset and leverage capital expenditures, and maintain City standards and goals.

LEGISLATIVE PRIORITIES

Community Services

- Support funding, measures, and legislation that provide for constructing, rehabilitating and maintaining public facilities, parks and open space.

Environmental Quality

- Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

- Support measures that expand markets for recyclable materials and maintain local authority and flexibility to regulate solid waste and recyclables.

- Support legislation that establishes funding opportunities that provide for compliance with environmental regulations.

Governance, Transparency and Labor Relations

- Monitor mandates in connection with proposed administrative or legislative action that would modify the governing responsibilities and authority of city councils.

- Support measures to achieve and maintain fair and proportionate representation on county-wide and regional boards.

- Oppose measures that reduce local control or create additional financial burden related to employee relations and collective bargaining issues that can be negotiated at the bargaining table.

- Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

Housing, Community and Economic Development

- Support legislation that strengthens local control and decision making on land use and zoning matters.

- Support reforms and improvements to housing element law to provide clear processes and flexibility to allow regional cooperation and establish realistic housing goals and performance standards.

- Support economic development initiatives that preserve and enhance a positive business climate, maintain and grows the business tax base or supports job creation, job retention and local business.

- Support legislation that provides funding, resources, and flexibility to provide affordable, transitional, supported, and emergency housing to prevent homelessness and assist individuals experiencing homelessness.

Public Safety

- Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services and disaster preparedness.

- Support legislation that strengthens community safety by addressing illegal drugs, preventing drunk driving, and ensuring responsible prisoner release policies that reduce recidivism and protect the public

Revenue and Taxation

- Oppose legislation that would increase the City's dependence on the State for financial stability and policy direction.

- Support the preservation and enhancement of the City's ability to generate and retain sales and use tax revenue, and local point-of-sale revenue allocations.

Transportation, Communications and Public Works

- Support and pursue funding that specifically benefits Cypress' transportation and public works projects.

- Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.

CITY OF CYPRESS
2026 STATE AND FEDERAL LEGISLATIVE PLATFORM

The Legislative Platform is a tool to protect and promote the City's interests on priority issues, legislative and regulatory matters that may impact Cypress. The Legislative Platform defines the City Council's policy guidelines and legislative priorities to provide the foundation for advocacy efforts at the federal, state, and local levels. Maintaining a legislative platform allows for timely response to legislative and regulatory issues important to the City, including letters from the Mayor or City Manager to the Legislature and/or Congress consistent with the Platform. The Legislative Platform also summarizes the City Council's positions on priority issues without precluding the consideration of additional legislative and budget issues that arise during the year.

POLICY GUIDELINES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's charter powers, duties and the ability to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the City's revenue base and local control over local government budgeting, recognizing that economic cost is a factor in considering the merits and/or impacts of proposed legislation or regulation. Oppose measures that make cities more dependent on the County, State or Federal governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the County, State or Federal governments, without offsetting benefits.

III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal levels that allow the City to maximize local revenues, offset and leverage capital expenditures, and maintain City standards and goals.

CITY OF CYPRESS
2026 STATE AND FEDERAL LEGISLATIVE PLATFORM

LEGISLATIVE PRIORITIES

Community Services

- Support funding, measures, and legislation that provide for constructing, rehabilitating and maintaining public facilities, parks and open space.

- ~~Oppose state legislation that might limit local government's ability to collect or allocate park in-lieu fees.~~ (catch all in point one)

- ~~Support legislation and grants that facilitate the provision of recreational activities for all segments of the population.~~ (catch all in point one)

Environmental Quality

- Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

- Support measures that expand markets for recyclable materials and maintain local authority and flexibility to regulate solid waste and recyclables.

- ~~Oppose waste and resource recovery measures imposing State-mandated costs when there is no guarantee of local cost recovery or offsetting benefit.~~ (reflected in point one)

- Support legislation that establishes funding opportunities that provide for compliance with environmental regulations.

Governance, Transparency and Labor Relations

- Monitor mandates in connection with proposed administrative or legislative action that would modify the governing responsibilities and authority of city councils.

- ~~Support legislation that modernizes requirements for publication of legal notices to allow for electronic posting.~~(this is dated)

- Support measures to achieve and maintain fair and proportionate representation on county-wide and regional boards.

- ~~Support measures to clarify the California Voting Rights Act or permit alternative voting systems (e.g. ranked choice or cumulative voting).~~

- Oppose measures that reduce local control or create additional financial burden related to employee relations and collective bargaining issues that can be negotiated at the bargaining table.

- Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

Housing, Community and Economic Development

- Support legislation that strengthens local control and decision making on land use and zoning matters.

- ~~Oppose legislation that erodes the ability of cities to condition and deny projects that inadequately mitigate impacts to the community.~~(reflected in point one)

- Support reforms and improvements to housing element law to provide clear processes and flexibility to allow regional cooperation and establish realistic housing goals and performance standards.

- Support economic development initiatives that preserve and enhance a positive business climate, ~~and~~ maintains and grows the business tax base or supports job creation, job retention and local business.

- ~~Support legislation that provides tangible and productive tools and investment to support job creation, job retention and local business.~~ (combined with previous)

- Support legislation that provides funding, resources, and flexibility to provide affordable, transitional, supported, and emergency housing to prevent homelessness and assist individuals experiencing homelessness.

Public Safety

- Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services and disaster preparedness.

- ~~Support legislation and seek funding to assist local law enforcement to reduce crimes related to illicit drugs, burglary, assault, and domestic violence.~~(reflected in point one)

- ~~Support measures that protect children and youth from tobacco, alcohol and drug use and related products, and that support related prevention and intervention programs.~~

- ~~Support legislation to deter drivers from operating motor vehicles while under the influence of alcohol and drugs.~~ (reflected in last bullet point)

- ~~Support measures that provide frontline funding for law enforcement services associated with the "early release" of prisoners resulting from State-mandated criminal justice realignment provisions.~~ (reflected in last bullet point)

- ~~Support increased funding for disaster preparedness, prevention, recovery and responses for all hazard threats.~~(reflected in point one)

- ~~Support legislation that strengthens cities' authority to regulate business that serve as fronts for illegal conduct such as human trafficking, prostitution, etc.~~ (reflected in last bullet point)

- Support legislation that strengthens community safety by addressing illegal drugs, preventing drunk driving, and ensuring responsible prisoner release policies that reduce recidivism and protect the public

Revenue and Taxation

- Oppose legislation that would increase the City's dependence on the State for financial stability and policy direction.

- Support the preservation and enhancement of the City's ability to generate and retain sales and use tax revenue, and local point-of-sale revenue allocations.

- ~~Oppose legislation to alter the manner by which transient occupancy taxes are calculated and collected.~~ (catch all in point one)

Transportation, Communications and Public Works

- Support and pursue funding that specifically benefits Cypress' transportation and public works projects.

- Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.

- ~~Support efforts to maintain cities ability to retain existing fees on telecommunications services for public, educational and governmental channels.~~

- ~~Oppose efforts to restrict cities' authority to zone and plan for the deployment of telecommunications infrastructure.~~

- ~~Support cities' ability to maintain and manage the public right-of-way and receive compensation for its use.~~

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Adoption of Media Relations Policy**

RECOMMENDATION

Approve the attached proposed media relations policy guiding how the City will initiate and respond to media concerning city operations and City Council policy deliberations/decisions.

SUMMARY

A draft media relations policy was first presented for the City Council's review on February 23, 2026. The item was discussed in some detail, with suggestions for refinement/improvement from both the Council and residents. Attached is a revised (redlined) copy of the policy that attempts to address the interests expressed February 23.

DISCUSSION

The City lacks a City Council-adopted policy guiding how we manage media relations and by what authority individuals are designated to speak on behalf of the organization. The broader purpose of the proposed policy is to express organizational commitment to transparency and open communication with the public. With the benefit of an explicit media relations policy, we can be agile and consistent when engaging with the media.

It is noted that adoption of a media relations policy is an objective of the strategic plan.

BUDGET IMPACT

There are no known financial implications of this policy.

LEGAL REVIEW

The City Attorney has reviewed this report.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

V2.0 Clean

V2 Redline

City Council Policy/Procedure

Media Relations

Reference: Minute Action of XXXXXXXX

Media Relations Policy

1. Purpose

The City of Cypress is committed to transparency and open communication with the public. This policy is intended to promote timely, accurate communications, while preserving the rights of elected officials to express their individual views. All media interactions must be coordinated to ensure that information is accurate, consistent, and aligned with the City's mission and strategic goals.

This policy shall apply to all media interactions at all times, except during a declared crisis or emergency, during which media relations shall be governed by the City's Emergency Operations Plan as noted in item 12.

2. Designated City Staff Spokespersons

The City Manager serves as the City's primary spokesperson and is responsible for coordinating all media relations on behalf of the City of Cypress, either directly or through a designated media relations representative.

All City employees shall promptly refer all media inquiries to the City Manager, and the City Manager shall determine whether the inquiry should be addressed directly or referred to an appropriate department director, public safety official, designated media relations representative or other subject-matter expert, as appropriate. The City Manager or y whenever practicable.

For purposes of this policy a "designated media relations representative" refers to a Public Information Officer (PIO) or communications contractor expressly authorized by the City Manager to act on the City's behalf in media relations matters.

Matters Related to Public Safety

For matters related to public safety, Orange County Fire Authority (OCFA) representative and the City's Police Chief may handle routine requests from the media that are within their area of expertise without prior notification of the City Manager.

To the extent practicable, OCFA's representative and the City's Police Chief shall notify the City Manager of significant events or issues that may be of interest to the community or media.

City Council Spokesperson Concerning City Council Policy

The Mayor is the official spokesperson for the City Council when communicating positions formally adopted by majority vote of the City Council. Councilmembers

Nothing in this policy restricts the right of individual Councilmembers to speak to the media in their personal capacity.

Council members are frequently contacted by the media for quotes and background information. The following tips for communication with the media are submitted for reference:

A. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues; City letterhead and staff support should not be utilized.
B. Assume you are always "on the record." Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. However, one bad experience could be catastrophic.
C. Choose words carefully and cautiously. Comments taken out of context can cause problems. Therefore, be cautious about use of humor, sarcasm, or word play.

4. Release of Information

News releases shall be prepared by the City Manager or the City Manager's designated media relations representative before they are released to the media. The City Manager will have final approval on all news releases except announcements regarding special events and routine activities.

The City Manager or the City Manager's designated media relations representative are responsible for maintaining media distribution lists and distributing news releases to local media outlets.

a) Exception – Public Safety

Police and OCFA responses to emergencies in the community may be reported directly to the media by a designated department spokesperson with the approval of the OCFA Fire Chief or Police Chief or their designee. Investigations and routine community relations activities may also be reported directly to the media by the designated Fire Authority or Police Department spokespersons. All news releases should also be copied to the City Manager.

5. Scope

This policy applies to all City employees, elected officials, contractors, volunteers, and board/commission members who may interact with the media on behalf of the City of Cypress.

6. Definitions

- **Media**: Includes print, broadcast, and digital outlets such as newspapers, television, radio, blogs, and social media platforms.
- **Spokesperson**: An individual authorized to speak to the media on behalf of the City.
- **Official Statement**: A message approved by the City Manager for public release.

7. Roles and Responsibilities

- **Mayor**: Serves as spokesperson for the City Council regarding formally adopted City Council policy.
- **Councilmembers:** mediants and official City Council positions. d to notify the City Manager of significant operational inquiries to promote coordination.
- **City Manager**: Serves as the primary spokesperson and manager of the City's social media posts on behalf of the City of Cypress or designates appropriate representatives.
- **Department Directors**: May speak on operational matters only with prior approval of the City Manager.
- **All Employees**: Must refer media inquiries to the City Manager.
- **Designated Media Relations Representative (PIO or contractor):** May speak to the media only with the prior approval of the City Manager.

8. Format

All authorized City representatives should use standard City of Cypress news release stationery and follow City news release format to distribute information to the media. News releases shall include the name, telephone number and designated spokesperson to contact for additional information.

9. City Council Notification

News releases concerning significant policy matters, litigation updates, public safety emergencies, or issues reasonably expected to generate substantial public or media attention shall be provided to the Mayor and Councilmembers prior to release whenever feasible..

10. Staff Notification of Media Inquiries

All media inquiries received by City staff shall be immediately communicated via e-mail to the City Manager. The e-mail should contain a brief synopsis of the information communicated, the name and phone number of the reporter, the name of the media outlet,

and when the story is expected to appear.

City staff should refer media inquiries to the City Manager without making substantive comments to the media. This is especially important in sensitive or controversial situations that could potentially generate negative media coverage.

If it is determined to be appropriate for the media to speak directly with City staff, the City Manager may authorize and direct the appropriate staff member to respond.

11. Release of Reports

Reports prepared by City staff for submission to the City Council shall not be shared with the media or the general public until the agenda packets have been delivered to the City Council.

12. Confidential Information

News Releases shall not contain information, which is confidential pursuant to provisions of State or Federal statutory or decisional law, or which has been received by the City pursuant to a representation of confidentiality. Documents or information exempt from disclosure pursuant to provisions of the California Public Records Act shall not be contained in any news release without City Attorney approval. No City representative will release public information contrary to the provisions of the California Public Records Act, the Brown Act, the California Penal Code, cases interpreting those statutes, or City of Cypress policy. Any questions related to Public Records Act requests should be directed to the City Clerk's Office and the City Attorney's Office.

13. Guidelines

A. Litigation, Personnel, Election Issues

Due to legal and privacy concerns, any request for information related to litigation, personnel or election issues must be handled by the appropriate department. This information includes private employee information, employee disciplinary actions, matters considered in closed sessions of City Council, certain law enforcement records, matters related to internal and external security, privileged communication records and work products of the City Attorney or special legal counsel, draft correspondence or documents, and records pertaining to litigation where the City is a party.

- Media inquiries regarding pending or ongoing litigation should be referred to the City Attorney's Office.
- Questions regarding personnel issues or matters should be referred to the Human Resources Department.
- Any inquiries regarding election or campaign issues should be referred to the City Clerk's Office.

In all cases, especially if there is any question as to which department should respond to the inquiry, the department should notify the City Manager about the inquiry.

B. Personal Points of View

City staff members and members of boards, committees and commissions have a right to their personal points of view and the freedom to express their opinions. Any staff member that identifies themselves as an employee of the City of Cypress must clearly indicate that said opinions do not represent those of the City but are the employee's personal opinions. In addition, media contact made as a private citizen may not be communicated or prepared on City time, stationery, equipment or in any way at City expense.

Nothing in this policy shall be interpreted to restrict lawful First Amendment activity.

C. General or Routine Media Requests (events, meetings, etc.)

Routine media requests may be handled by any employee if the information provided is of a factual, incidental or inconsequential nature such as confirming a meeting time or providing scheduling, location or other routine information about a City event or activity.

Any questions, opinions, or requests that extend beyond this limited scope shall be immediately referred to the City Manager.

D. City-initiated Media Contacts / Information Distribution

Proactive media contacts should be made by the City Manager (or the City Manager's media relations representative) or the Police and OCFA Public Information Officers. This includes issuing news releases and media advisories and making proactive, personal contact with news reporters or editors requesting coverage.

All staff, including the Designated Spokespersons must work through the City Manager or the Police and Fire Authority Public Information Officers when initiating media contact.

E. Errors in Reporting

Reporting errors should be brought to the attention of the City Manager. The City Manager will determine if the reporter should be contacted about the error.

F. Crisis or Emergency Issues

During a crisis or an emergency as defined in Cypress Municipal Code Section 8A-2, all media relations will follow the guidelines specified in the City's emergency operations plan.

City Council Policy/Procedure

Media Relations

Reference: Minute Action of XXXXXXXX

Media Relations Policy

1. Purpose

The City of Cypress is committed to transparency and open communication with the public. This policy is intended to promote timely, accurate communications, while preserving the rights of elected officials to express their individual views. All media interactions must be coordinated to ensure that information is accurate, consistent, and aligned with the City's mission and strategic goals.

This policy shall apply to all media interactions at all times, except during a declared crisis or emergency, during which media relations shall be governed by the City's Emergency Operations Plan as noted in item 1~~3~~2.

2. Designated City Staff Spokespersons

The City Manager serves as the City's primary spokesperson and is responsible for coordinating all media relations on behalf of the City of Cypress, either directly or through a designated media relations representative.

All City employees shall promptly refer all media inquiries to the City Manager, and the City Manager shall determine whether the inquiry should be addressed directly or referred to an appropriate department director, public safety official, designated media relations representative or other subject-matter expert, as appropriate. The City Manager or designee shall acknowledge media inquiries within one business day whenever practicable.

For purposes of this policy a "designated media relations representative" refers to a Public Information Officer (PIO) or communications contractor expressly authorized by the City Manager to act on the City's behalf in media relations matters.

Matters Related to Public Safety

For matters related to public safety, Orange County Fire Authority (OCFA) representative and the City's Police Chief may handle routine requests from the media that are within their area of expertise without prior notification of the City Manager.

To the extent practicable, OCFA's representative and the City's Police Chief shall notify the City Manager of significant events or issues that may be of interest to the community or media.

CITY COUNCIL SPOKESPERSON CONCERNING CITY COUNCIL POLICY

The Mayor is the official spokesperson for the City Council when communicating positions formally adopted by majority vote of the City Council. ~~on City policy. Because the Mayor is the designated representative of the Council to present and speak on the official City position, Councilmembers must be clear about whether comments represent the official City position or a personal viewpoint.~~Councilmembers must clearly distinguish between personal viewpoints and official City Council positions.

Nothing in this policy restricts the right of individual Councilmembers to speak to the media in their personal capacity.

Council members are frequently contacted by the media for quotes and background information. The following tips for communication with the media are submitted for reference:

A. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues; City letterhead and staff support should not be utilized.
B. Assume you are always "on the record." Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. However, one bad experience could be catastrophic.
C. Choose words carefully and cautiously. Comments taken out of context can cause problems. Therefore, be cautious about use of humor, sarcasm, or word play.

~~3. Potential Controversial Issues~~

~~Only the City Manager or the City Manager's designated media relations representative may address questions from the media on sensitive issues, including topics that may affect City policy and/or matters that may ultimately result in Council action.~~

~~4.~~3. Release of Information

News releases shall be prepared by the City Manager or the City Manager's designated media relations representative before they are released to the media. The City Manager will have final approval on all news releases except announcements regarding special events and routine activities.

The City Manager or the City Manager's designated media relations representative are responsible for maintaining media distribution lists and distributing news releases to local media outlets.

a) Exception – Public Safety

Police and OCFA responses to emergencies in the community may be reported directly to the media by a designated department spokesperson with the approval of the OCFA Fire Chief or Police Chief or their designee. Investigations and routine community relations activities may also be reported directly to the media by the designated Fire Authority or Police Department spokespersons. All news releases should also be copied to the City Manager.

~~5.~~4. Scope

This policy applies to all City employees, elected officials, contractors, ~~and~~ volunteers, and board/commission members who may interact with the media on behalf of the City of Cypress.

~~6.~~5. Definitions

- **Media**: Includes print, broadcast, and digital outlets such as newspapers, television, radio, blogs, and social media platforms.
- **Spokesperson**: An individual authorized to speak to the media on behalf of the City.
- **Official Statement**: A message approved by the City Manager for public release.

~~7.~~6. Roles and Responsibilities

- **Mayor**: Serves as ~~the official~~ spokesperson for the City Council regarding formally adopted ~~on~~ City Council policy.
- **Councilmembers:** may speak to the media in their individual capacity at any time. Councilmembers shall distinguish between personal viewpoints and official City Council positions. Councilmembers are encouraged to notify the City Manager of significant operational inquiries to promote coordination.
- **City Manager**: Serves as the primary spokesperson and manager of the City's social media posts on behalf of the City of Cypress or designates appropriate representatives.
- **Department Directors**: May speak on operational matters only with prior approval of the City Manager.
- **All Employees**: Must refer media inquiries to the City Manager.
- **Designated Media Relations Representative (PIO or contractor):** May speak to the media only with the prior approval of the City Manager.

~~8.~~7. Format

All authorized City representatives should use standard City of Cypress news release stationery and follow City news release format to distribute information to the media. News releases shall include the name, telephone number and designated spokesperson to contact for additional information.

~~9.~~8. City Council Notification

News releases concerning significant policy matters, litigation updates, public safety emergencies, or issues reasonably expected to generate substantial public or media attention shall be provided to the Mayor and Councilmembers prior to release whenever feasible.~~containing controversial or sensitive materials and/or matters relating to public safety shall be distributed to the Mayor and members of the City Council prior to release to the media if practical~~.

~~10.~~9. Staff Notification of Media Inquiries

All media inquiries received by City staff shall be immediately communicated via e-mail to the City Manager. The e-mail should contain a brief synopsis of the information communicated, the name and phone number of the reporter, the name of the media outlet, and when the story is expected to appear.

City staff should refer media inquiries to the City Manager without making substantive comments to the media. This is especially important in sensitive or controversial situations that could potentially generate negative media coverage.

If it is determined to be appropriate for the media to speak directly with City staff, the City Manager may authorize and direct the appropriate staff member to respond.

~~11.~~10. Release of Reports

Reports prepared by City staff for submission to the City Council shall not be shared with the media or the general public until the agenda packets have been delivered to the City Council.

~~12.~~11. Confidential Information

News Releases shall not contain information, which is confidential pursuant to provisions of State or Federal statutory or decisional law, or which has been received by the City pursuant to a representation of confidentiality. Documents or information exempt from disclosure pursuant to provisions of the California Public Records Act shall not be contained in any news release without City Attorney approval. No City representative will release public information contrary to the provisions of the California Public Records Act, the Brown Act, the California Penal Code, cases interpreting those statutes, or City of Cypress policy. Any questions related to Public Records Act requests should be directed to the City Clerk's Office and the City Attorney's Office.

~~13.~~12. Guidelines

A. Litigation, Personnel, Election Issues

Due to legal and privacy concerns, any request for information related to litigation, personnel or election issues must be handled by the appropriate department. This information includes private employee information, employee disciplinary actions, matters considered in closed sessions of City Council, certain law enforcement records,

matters related to internal and external security, privileged communication records and work products of the City Attorney or special legal counsel, draft correspondence or documents, and records pertaining to litigation where the City is a party.

- Media inquiries regarding pending or ongoing litigation should be referred to the City Attorney's Office.
- Questions regarding personnel issues or matters should be referred to the Human Resources Department.
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In all cases, especially if there is any question as to which department should respond to the inquiry, the department should notify the City Manager about the inquiry.

B. Personal Points of View

City staff members and members of boards, committees and commissions have a right to their personal points of view and the freedom to express their opinions. Any staff member that identifies themselves as an employee of the City of Cypress must clearly indicate that said opinions do not represent those of the City but are the employee's personal opinions. In addition, media contact made as a private citizen may not be communicated or prepared on City time, stationery, equipment or in any way at City expense.

Nothing in this policy shall be interpreted to restrict lawful First Amendment activity.

C. General or Routine Media Requests (events, meetings, etc.)

Routine media requests may be handled by any employee if the information provided is of a factual, incidental or inconsequential nature such as confirming a meeting time or providing scheduling, location or other routine information about a City event or activity.

Any questions, opinions, or requests that extend beyond this limited scope shall be immediately referred to the City Manager.

D. City-initiated Media Contacts / Information Distribution

Proactive media contacts should be made by the City Manager (or the City Manager's media relations representative) or the Police and OCFA Public Information Officers. This includes issuing news releases and media advisories and making proactive, personal contact with news reporters or editors requesting coverage.

All staff, including the Designated Spokespersons must work through the City Manager or the Police and Fire Authority Public Information Officers when initiating media contact.

E. Errors in Reporting

Reporting errors should be brought to the attention of the City Manager. The City

Manager will determine if the reporter should be contacted about the error.

F. Crisis or Emergency Issues

During a crisis or an emergency as defined in Cypress Municipal Code Section 8A-2, all media relations will follow the guidelines specified in the City's emergency operations plan.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Discussion of Mayor Pro Tem Chang's Proposal to Consider Adopting a Resolution Announcing Its Commitment to End Child Marriage**

RECOMMENDATION

Discuss Mayor Pro Tem Chang's suggestion to ask staff to prepare a resolution announcing the City of Cypress' commitment to end child marriage by calling for a state “18 NO EXCEPTIONS” law.

DISCUSSION

During the February 23, 2026, City Council meeting, Mayor Pro Tem Chang requested, seconded by Council Member Peat, that this matter be presented to the City Council for consideration. A draft resolution calling for support of ending child marriage in California is attached to this staff report.

The attached draft resolution for City Council consideration states that child marriage is a marriage or informal union where one or both parties are under the age of 18. The proposed Resolution formally expresses the city of Cypress commitment to protecting all minors by ending child marriage and supporting an “End Child Marriage Under 18 No Exceptions” law. The American Medical Association has called for an end to child marriage. The California Coalition to End Child Marriage, convened by Global Hope 365, brings awareness to current laws in California that allow for the abuse of minors. The Coalition, including its partners, advocate for adopting legislation that restricts marriage to a contract between two consenting adults at a minimum age of 18. These laws are called "No Child Marriage, No Exceptions" laws. Mayor Pro Tem Chang recommends that the City Council consider adopting a resolution in support of ending child marriage in California. As of the date of writing this report, eight Orange County cities have adopted some form of a "No Child Marriage Under 18, No Exception" resolution, including Irvine, Anaheim, Newport Beach, Yorba Linda, Fullerton, Mission Viejo, Costa Mesa, and Tustin.

Staff has prepared a draft resolution to facilitate your discussion about whether to ask staff

to prepare a final draft for your adoption at an upcoming meeting.

BUDGET IMPACT

There is no budget impact associated with adoption of the proposed resolution.

LEGAL REVIEW

This report has been reviewed by the City Attorney.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Sample Reso.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS (1) ANNOUNCING ITS COMMITMENT TO END CHILD MARRIAGE BY CALLING FOR AN "18 NO EXCEPTIONS" LAW

WHEREAS, each year minors are coerced and forced into marriages in cities across the United States.

WHEREAS, marriage license records from a sample of state health departments across the country reveal that, between 2000 and 2018, well more than 300,000 minors were married in the United States, mostly young girls married to adult men.

WHEREAS, Child Marriage, a formal marriage or informal union where one or both parties are under the age of 18, is defined as a human rights abuse by the Department of State, UNICEF and Human Rights Watch.

WHEREAS, the American Medical Association has called for an end to Child Marriage stating "Child marriage is associated with higher rates of sexually transmitted infections, early pregnancies, divorce, and intimate partner violence than women married at age 21."

WHEREAS, the detrimental effects of Child Marriage are many, including but not limited to, an adverse effect on the child's health, education, and employment opportunities as proven by UN Women and the World Bank.

WHEREAS, minors in unwanted or abusive marriages suffer social isolation from their support networks like school, friends, and family, which contributes to their poor mental health.

WHEREAS, young women and girls ages 16-19 face intimate partner violence victimization rates almost three times the national average.

WHEREAS, minors who marry early are more likely to "discontinue their formal educations prematurely, earn low wages, and live in poverty." Girls who marry early are fifty percent more likely to drop out of high school and four times less likely to graduate from college.

WHEREAS, a minor's understanding of their legal rights and access to practical resources to avoid or abandon an unwanted or abusive marriage are far more limited than adult men and women may have.

WHEREAS, in the state of California, there is no minimum age to marry and no restrictions on the age differences between the two parties (e.g., between adult men and minor girls).

WHEREAS, in the state of California, limited reporting on Child Marriage statistics from the majority of counties has hampered the state's ability to track the prevalence of Child Marriage.

WHEREAS, Child Marriage in the United States is not confined to any religious or cultural group. American children of all backgrounds are at risk in California cities because the law permits marriage before the age of majority.

WHEREAS, the overwhelming evidence of adverse effects on the minor's well-being and the remaining risk of abusive relationships with older men calls for an "End Child Marriage Under 18 No Exceptions" law.

WHEREAS, the states of Delaware, New Jersey, Minnesota, Pennsylvania, Rhode Island, New York, Massachusetts, Vermont, Connecticut, Michigan, Washington, Virginia, and New Hampshire already passed laws ending Child Marriage for all minors, without exception.

WHEREAS, the City of Cypress has determined that it is a moral imperative and undeniably in the best public interest of the City to protect all minors from Child Marriage.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cypress as follows:

1. The above recitals are hereby adopted by the City Council of the City of Cypress.

2. The City Council hereby calls on the California State Legislature to introduce and pass legislation to "End Child Marriage Under 18, No Exceptions".

3. The City Council hereby calls on other California municipalities to pass resolutions showing their commitment to end Child Marriage.

4. The City Council hereby calls on the Orange County Registrar/Recorder/Clerk to proactively comply with Section 102356 of the California Health and Safety Code by sending aggregated data on all Child Marriages registered in the county each year to the State Registrar before January 31st of the following year; should there be no Child Marriages registered in the county, the City Council calls on the County Registrar/Recorder/Clerk to proactively confirm this with the State Registrar. The City Council also calls on the County Registrar/Recorder/Clerk to make statistics on Child Marriage available to the public upon request, including the total number of

Child Marriages in the county, as well as the ages and genders of the parties to those marriages.

THE FOREGOING RESOLUTION IS approved and adopted by the City Council of the City of Cypress, _____ day of _____, 2026, by the following roll call vote:

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Sean Joyce, Interim City Manager

DATE: 03/10/2026

SUBJECT: **Discussion of Mental Health Resources Available to Cypress Residents Proposed by Council Member Strong Carnahan**

RECOMMENDATION

Discussion of Mental Health Resources available to Cypress Residents proposed by Council member Strong Carnahan

DISCUSSION

During the February 23, 2026, City Council meeting, Council member Strong Carnahan motioned, seconded by Mayor Pro Tem Chang, that mental health resources available to residents be agendized for discussion by the City Council.

BUDGET IMPACT

There is no budget impact at this time.

LEGAL REVIEW

No legal review is required.

APPROVED BY: Sean Joyce, Interim City Manager
