CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, May 19, 2026	**6:00 PM**	**City Council Chambers** **77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Closed Captioning is available via the Zoom option in English and Spanish.

Los subtítulos están disponibles a través de la opción Zoom en inglés y español.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at youtube.com/costamesatv.

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration
§ 2-61: Conduct while addressing the council.
https://ecode360.com/42609578

Title 2: Administration
§ 2-64: Disorderliness by members of the audience.
https://ecode360.com/42609598

As a courtesy, the public may participate via the Zoom option.

Zoom Webinar:
Please click the link below to join the webinar:
https://us06web.zoom.us/j/86432263074?pwd=NQXxOCop7ha7TpdKo597DOVbPGSGWa.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 864 3226 3074/ Password: 814293
• If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
• Select “Join Audio via Computer.”
• The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
• During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone:
Call: 1 669 900 6833 Enter Webinar ID: 864 3226 3074/ Password: 814293
During the Public Comment Period, press *9 to "raise your hand" and to be added to the queue to speak and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Items submitted for the overhead screen should be 1 page and provided to the City Clerk no later than 15 minutes prior to the start of the meeting.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at https://costamesa.legistar.com/Calendar.aspx. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

MAY 19, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Year-End Athletics Recognitions

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA
Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS
Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Pettis
2. Council Member Buley
3. Council Member Gameros
4. Council Member Marr
5. Council Member Reynolds
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. **PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS** **26-262**

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. **READING FOLDER** **26-269**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Marry Frenchak.

3. ADOPTION OF WARRANT RESOLUTION **26-264**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2754.

Attachments: 1. Summary Check Registration 5-1-2026
2. Summary Check Registration 5-7-2026

4. MINUTES **26-297**

RECOMMENDATION:

City Council approve the Minutes of the Special Study Session Meetings on March 31, 2026 and April 28, 2026, and the Regular Meeting of April 21, 2026.

Attachments: 1. 03-31-2026 Draft Minutes
2. 04-28-2026 Draft Minutes
3. 04-21-2026 Draft Minutes

5. FACILITY USE AGREEMENT WITH THE AMERICAN RED CROSS **26-267**

RECOMMENDATION:

Staff recommends City Council:

1. Approve the Facility Use Agreement with the American National Red Cross for use of City facilities during disaster-related activities at no cost (Attachment 1).

2. Approve the Pet Addendum to the Facility Use Agreement with the American National Red Cross to allow clients' pets in designated areas.

3. Authorize the City Manager, or designee, to execute both the Facility Use Agreement and Pet Addendum on behalf of the City to ensure ongoing cooperation and coordination of emergency disaster shelter and resources.

Attachments: 1. Facility Use Agreement 2026
2. CM Shelter Locations 2026

6. **PROFESSIONAL SERVICES AGREEMENT FOR BULKY ITEM COLLECTION SERVICES AT DESIGNATED MULTI-FAMILY PROPERTIES** **26-271**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) for the collection and disposal of abandoned bulky items in the City's rights-of-way to Ware Disposal Company, Inc., in an annual amount of $104,832 for an initial term of two (2) years, with an additional three (3) one-year renewal options.

2. Authorize the City Manager to execute the PSA and any future amendments to the agreement.

Attachments: 1. Bid Results
2. PSA

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

PUBLIC HEARINGS: NONE.

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

OLD BUSINESS: NONE.

NEW BUSINESS:

1. AGREEMENT FOR UNLEADED FUEL SERVICES WITH MERRIMAC PETROLEUM, INC. 26-256

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Agreement with Merrimac Petroleum, Inc., 3738 Bayer Ave., Suite 204, Long Beach, CA 90808, for the purchase and delivery of unleaded fuel in an annual amount of $700,000, based upon pricing provided through a Cooperative Agreement with the County of Orange, Contract RCA-017-26010049, for a term of five (5) years commencing on July 1, 2026 to June 30, 2031, unless otherwise terminated by the County of Orange.

2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

Attachments: 1. Co-Op Agreement with County of Orange
2. Merrimac Petroleum Unleaded Fuel Agreement

2. AWARD A MAINTENANCE SERVICES AGREEMENT FOR JANITORIAL SERVICES TO CCS FACILITY SERVICES 26-275

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) to CCS Facility Services, Inc., 3001 Red Hill Ave 220, Costa Mesa, CA 92628, for two (2) years with three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,972.68.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

3. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

Attachments: 1. MSA

3. PROFESSIONAL SERVICES AGREEMENT TO PROVIDE SHELTER OPERATIONS AT THE COSTA MESA BRIDGE SHELTER **26-286**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Volunteers of America Los Angeles to provide Shelter Operations at the Costa Mesa Bridge Shelter for a period of three (3) years, with the option for two (2) additional one (1) year periods upon mutual written agreement of both parties, in an amount not to exceed $2,066,864.

2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements, including any potential increase to the annual compensation that is based on an increase to Volunteers of America Los Angeles employee salaries. This increase shall not exceed 5%.

Attachments: 1. CMO-PSA VOALA Shelter Operator Services

4. UPDATE ON SB 707 AND ADOPT THE COUNCIL POLICY FOR DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS **26-277**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the informational update report on Senate Bill (SB) 707.

2. Adopt the Council Policy for Disruption of Telephonic or Internet Service During City Council Meetings.

Attachments: 1. Council Policy 000-15 - Disruption of Technology During City Council Meetings

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-262 **Meeting Date:** 5/19/2026

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-269 **Meeting Date:** 5/19/2026

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Marry Frenchak.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-264 **Meeting Date:** 5/19/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: **FINANCE DEPARTMENT**

PRESENTED BY: **MARK KHOU, BUDGET & PURCHASING MANAGER**

CONTACT INFORMATION: **MARK KHOU, BUDGET & PURCHASING MANAGER AT (714) 754-5241**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2754.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 26-08 “A” Off Cycle for $2,070.43, No. 26-09 On Cycle for $4,090,890.01 and 26-10 On Cycle for $4,083,321.88, and City operating expenses for $2,296,584.05.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0258177	4/30/2026	V	Antonio Macias	0000021817	03/31/26	(1,014.00)
		Line Description:	payable name is not readable on the check.			
0258212	4/30/2026	V	Larry Arruda	0000001080	03/31/26	(957.87)
		Line Description:	Returned by bank because payable name is not readable.			
					TOTAL	**($1,971.87)**

19,668.65
44,041.37
1,596,019.71
(1,881.96)
(1,014.00)
(957.87)

$ 1,655,875.90

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0258342	4/30/2026	V	Tony Torres	0000031778	03/27/26	(1,881.96)

Line Description: Incorrect vendor name.

TOTAL **($1,881.96)**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
022079	04/30/26	P	Alan F Kent	0000006393		2,174.79
		Line Description:	1% Supplemental Pay May 26			
022080	04/30/26	P	Beckee Cost	0000016309		946.08
		Line Description:	1% Supplemental Pay May 26			
022081	04/30/26	P	Chris Morris	0000007439		2,500.00
		Line Description:	Monthly LTD Payment May 26			
022082	04/30/26	P	Danny Hogue	0000006802		1,137.03
		Line Description:	1% Supplemental Pay May 26			
022083	04/30/26	P	Darlene Bell	0000005602		580.54
		Line Description:	1% Supplemental Pay May 26			
022084	04/30/26	P	David A Dye	0000002065		260.90
		Line Description:	1% Supplemental Pay May 26			
022085	04/30/26	P	Edward Dryzmala	0000006686		1,377.28
		Line Description:	1% Supplemental Pay May 26			
022086	04/30/26	P	Gale Tuso	0000017460		233.08
		Line Description:	1% Supplemental Pay May 26			
022087	04/30/26	P	Harlan Pauley	0000003569		232.12
		Line Description:	1% Supplemental Pay May 26			
022088	04/30/26	P	James M Miller	0000007440		2,500.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Monthly LTD Payment May 26			
022089	04/30/26	P	Kathleen Zuorski	0000025225		504.52
		Line Description:	1% Supplemental Pay May 26			
022090	04/30/26	P	Linda Boylan	0000023340		57.98
		Line Description:	1% Supplemental Pay May 26			
022091	04/30/26	P	Matthew J Collett	0000001720		856.58
		Line Description:	1% Supplemental Pay May 26			
022092	04/30/26	P	Paul A Cappuccilli	0000007705		1,214.50
		Line Description:	1% Supplemental Pay May 26			
022093	04/30/26	P	Phil Dickens	0000005801		511.76
		Line Description:	1% Supplemental Pay May 26			
022094	04/30/26	P	Richard J Johnson	0000005620		1,255.66
		Line Description:	1% Supplemental Pay May 26			
022095	04/30/26	P	Thomas J Lazar	0000002925		1,703.25
		Line Description:	1% Supplemental Pay May 26			
022096	04/30/26	P	William H Bechtel	0000001224		1,622.58
		Line Description:	1% Supplemental Pay May 26			
					TOTAL	**$19,668.65**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022097	05/01/26	P	Anthony Vitello	0000021279	625.00
		Line Description:	2026 CA Trng Offier Symposium		
022098	05/01/26	P	Delcie Hynes	0000030712	387.00
		Line Description:	CESA Conf		
022099	05/01/26	P	Enterprise Rent A Car	0000002131	1,362.53
		Line Description:	Undercover Car Rental		
022100	05/01/26	P	Eric Montgomery	0000016606	250.00
		Line Description:	Paramedic License Recert		
022101	05/01/26	P	Heath McMahon	0000028659	80.00
		Line Description:	Basic Motocycle Course		
022102	05/01/26	P	James A Brown	0000024426	40.00
		Line Description:	Management Seminar A		
022103	05/01/26	P	Jennifer Ruffalo	0000021381	391.97
		Line Description:	CentralSquare Conf		
022104	05/01/26	P	Jones Mayer	0000014653	33,094.67
		Line Description:	#141208-Vargas #141210-Fierro #141211-Warren #141212-Cronan #141203-Wilson #141200-Oshiro #141199-OKeefe #141193-Harvey		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	#141191-Becker #141198-Mood #141196-Leik #141207-Banegas #141189-440 Fair Dr/1179 NP #141209-RDK Group Holdings #141192-Farrell Harrison #141206-DAlessio 1983 #141201-Percival #141213-Waterman #141190-Alexander #141194-Hernandez #141195-Jahanbin 2 #141197-Litigation #141202-Veramancini #141204-1022 Bengonia #141205-Loya Casualty			
022105	05/01/26	P	Joseph Carboni	0000024422		259.80
		Line Description:	Basic Motorcycle Course			
022106	05/01/26	P	Michelle Bradbury	0000014380		500.00
		Line Description:	Clothing Allowance 25-26			
022107	05/01/26	P	Olivia Rogers	0000025187		1,461.57
		Line Description:	CentralSquare Conf			
022108	05/01/26	P	Philip Storey	0000020904		250.00
		Line Description:	Paramedic License Recert			
022109	05/01/26	P	Steve Savage	0000010532		5,338.83
		Line Description:	Adv Disability Apr 2026			
					TOTAL	**$44,041.37**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258724	05/01/26	P	AHFC Region 1B	0000031801	30,593.60
		Line Description:	2026 Honda Accord - #737		
0258725	05/01/26	P	All City Management Services Inc	0000009480	18,644.73
		Line Description:	Schl Crsng Guard 3/15-3/28/26		
0258726	05/01/26	P	Benefit Coordinators Corp	0000029594	44,912.10
		Line Description:	VSP Ins Prem-Apr 2026 Delta Dental Ins Prem-Apr 26		
0258727	05/01/26	P	CI Services Inc	0000022211	242,266.47
		Line Description:	Retention Proj #25-05/#210025 NHCC Roof Replcmnt #25-05		
0258728	05/01/26	P	CityGreen Consulting, LLC	0000030471	23,768.75
		Line Description:	SB1383 Implementation Record Consulting Svc 3/1-3/15/26		
0258729	05/01/26	P	Community Catalyst	0000030590	15,200.00
		Line Description:	On-Call Consulting Svc-Feb 26		
0258730	05/01/26	P	Dudek	0000011416	167,060.62
		Line Description:	CAAP Prog-Feb 2026 Housing Element Rezoning-Feb26 CAAP Prog-Jan 2026		
0258731	05/01/26	P	Elegant Construction Inc.	0000031633	155,197.70
		Line Description:	Retetnion Proj #25-07 Ketchum-Libolt Pk Proj #700139		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258732	05/01/26	P	Executive Facilities Services Inc	0000029510	53,830.77
		Line Description:	Janitorial Services - FS1-6 Janitorial Services - NHCC Janitorial Services - DRC Janitorial Services - BCC Janitorial Services - PD Janitorial Services - Bridge S Janitorial Services - Fairview Janitorial Services - All Othe Janitorial Services - Senior C Janitorial Services - Police S Janitorial Services - PD Wareh Janitorial Services - City Hal Janitorial Services - Corp Yar Janitorial Services - PD Commu		
0258733	05/01/26	P	Hoag Executive Health	0000030617	22,435.00
		Line Description:	Wellness Exam & Svc-Mar 2026 Wellness Exam & Svc-Feb 26		
0258734	05/01/26	P	Maxine Oshiro	0000031855	110,000.00
		Line Description:	Injury Stlmnet-8/25/21		
0258735	05/01/26	P	Newport Mesa Unified School District	0000003339	29,005.25
		Line Description:	Developer Fee-Mar 2026		
0258736	05/01/26	P	Onward Engineering	0000003212	38,556.36
		Line Description:	Fairview Rd AT Improv adam-Fai		
0258737	05/01/26	P	Pinnacle Petroleum, Inc	0000029315	30,896.55
		Line Description:	PO Unleaded Fuel		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258738	05/01/26	P	Place Works Inc	0000023119		251,296.92
		Line Description:	Consulting Services Consulting services			
0258739	05/01/26	P	Superior Pavement Markings Inc	0000003955		24,445.97
		Line Description:	Arterial Striping			
0258740	05/01/26	P	West Coast Arborists Inc	0000004498		31,794.00
		Line Description:	Tree Maint 3/16-3/31/26			
0258741	05/01/26	P	A Treasured Heart for Seniors	0000031838		204.00
		Line Description:	Refund Overpayment HDL-49304			
0258742	05/01/26	P	ACSA Region 17	0000030758		850.00
		Line Description:	Refund Rec Dep 2009424.002 Refund Rec Dep 2009448.002			
0258743	05/01/26	P	ARC	0000022726		146.43
		Line Description:	2025 CMPD Annual Report			
0258744	05/01/26	P	AT & T	0000001107		1,468.04
		Line Description:	Lions Park Senior Center Elevator Sr Ctr Fire Alarm Balearic Center Fax Local Usage Fire Sta#1 Fire Alarm System 2310 Placentia Irrigation			
0258745	05/01/26	P	Alcoholics Anonymous District 18	0000031841		500.00
		Line Description:	Refund Rec Dep 2009498.002			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258746	05/01/26	P	All American Asphalt	0000000971	2,725.87
		Line Description:	Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt		
0258747	05/01/26	P	Amtech Elevator Services	0000013616	5,011.20
		Line Description:	MV Library Elevator Apr-Jun 26 CH Elevator Svc-Apr 2026 CH Elevator Svc-Mar 2026		
0258748	05/01/26	P	Antonio Macias	0000021817	1,014.00
		Line Description:	Qtrly Retiree Medical Payment Qtrly Retiree Medical Payment		
0258749	05/01/26	P	Ban Vu	0000031821	616.25
		Line Description:	Ambulance Fee Refund		
0258750	05/01/26	P	Belshire Environmental Services Inc	0000020442	680.00
		Line Description:	Repair & Maint-FS #6		
0258751	05/01/26	P	Bode Technology	0000018930	2,365.81
		Line Description:	Swabs for Patrol & CSI to coll		
0258752	05/01/26	P	Brian Mcnamara	0000031850	950.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Rec Dep 2009430.002			
0258753	05/01/26	P	Bryan Devora	0000031856		220.00
		Line Description:	Prop Damage Stlmnt-2/23/26			
0258754	05/01/26	P	CHUBB	0000031158		5,228.04
		Line Description:	Long Term Care Ins-Apr 2026			
0258755	05/01/26	P	CSG Consultants Inc	0000001887		8,158.23
		Line Description:	Plan Check \-Mar 2026			
0258756	05/01/26	P	CSUF Extension & International Programs	0000018564		5,250.00
		Line Description:	Leadership Development Program			
0258757	05/01/26	P	Charles Keough	0000031843		100.00
		Line Description:	Refund Rec Dep 2009501.002			
0258758	05/01/26	P	Chick-Fil-A Inc.	0000031839		4.00
		Line Description:	Refund Permit RGEN-26-0734			
0258759	05/01/26	P	Christen Sanchez	0000031848		250.00
		Line Description:	Refund Rec Dep 2009426.002			
0258760	05/01/26	P	Connell Chevrolet	0000001763		13,112.54
		Line Description:	Cooling System-#771 Prevent Maint Svc Prevebt Maint Svc Engine Repair-#775			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258761	05/01/26	P	Continental Interpreting Services Inc	0000024355	350.00
		Line Description:	Interpreting Svc-3/31/26		
0258762	05/01/26	P	Costa Mesa Lock & Key	0000001817	279.16
		Line Description:	Duplicate Keys Locksmith Services		
0258763	05/01/26	P	County of Orange	0000003486	4,408.32
		Line Description:	AFIS Fees March 26 Teletype Service for Mar 26		
0258764	05/01/26	P	County of Orange	0000003473	109.40
		Line Description:	Refuse Disposal-Mar 2026		
0258765	05/01/26	P	Daniels Tire Service	0000001922	3,314.11
		Line Description:	Warehouse Stock Warehouse Stock		
0258766	05/01/26	P	Data Ticket Inc	0000010929	8,989.83
		Line Description:	Prkng Citation Process-Feb 26		
0258767	05/01/26	P	Dispensing Technology Corporation	0000002008	2,593.26
		Line Description:	Cold Patch Asphalt		
0258768	05/01/26	P	Displays 2 Go	0000031701	1,851.29
		Line Description:	Display Case w/LED lights		
0258769	05/01/26	P	EPD Solutions	0000024516	381.25
		Line Description:	396 E 21st St Thru 3/29/26		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258770	05/01/26	P	Edward Warren	0000019845	100.00
		Line Description:	Refund Rec Dep 2009499.002		
0258771	05/01/26	P	Endemic Environmental Services Inc	0000021277	14,416.53
		Line Description:	FVP Maint 3/16-3/31/26		
0258772	05/01/26	P	Estela Moreno	0000031844	12.50
		Line Description:	Refund Rec Dep 2009503.002		
0258773	05/01/26	P	FARO Technologies Inc	0000029659	9,633.00
		Line Description:	Laser Scanner Software & Maint		
0258774	05/01/26	P	Flex Technology Group LLC	0000031768	5.16
		Line Description:	Copier Maint 3/20-4/19/26		
0258775	05/01/26	P	Francisco Hernandez	0000031837	111.50
		Line Description:	Refund Citation CM060034102		
0258776	05/01/26	P	Fuel Pros Inc	0000026476	4,760.55
		Line Description:	DO Inspection-CY Spill Bucket Testing DO Inspection-FS #6 DO Inspection FS#2 Spill Bucket Test Spill Bucket Testing		
0258777	05/01/26	P	Galls LLC	0000002297	10,186.14
		Line Description:	Uniforms Uniform-Chaawla		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Uniform-Garcia Uniform-Baker Uniform-Lemus Duty Gear Uniform-Peralta Uniform-Katz Safety Vest-Haney Uniform-Milella Uniform-Escobar Corona Credit Uniform-Peralta Duty Gear			
0258778	05/01/26	P	General Data Company	0000023334		698.03
		Line Description:	Printer Repair			
0258779	05/01/26	P	Grafix Systems	0000031016		683.56
		Line Description:	Graphics-#706			
0258780	05/01/26	P	Grainger	0000002393		184.33
		Line Description:	Electrical Contactor Supplies for Telecomm Warehouse Stock			
0258781	05/01/26	P	Hank Lloyd	0000021350		2,635.00
		Line Description:	Tennis Cntr 12/16/25-1/8/26			
0258782	05/01/26	P	Hanks Electrical Supplies	0000002445		3,410.29
		Line Description:	EV Chargers			
0258783	05/01/26	P	Harbor Pointe Air Conditioning & Control	0000030908		7,027.60
		Line Description:	DDL Service Call Mesa Verde Libraary Svc Call			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	DDL Service Call		
0258784	05/01/26	P	Heroes Landing Apartments	0000031854	1,745.00
		Line Description:	Rental Assistance-J Wolfe Deposit-j Wolfe		
0258785	05/01/26	P	Hirsch Pipe & Supply Company Inc	0000026475	39.59
		Line Description:	Plumbing Supplies		
0258786	05/01/26	P	Hoag Memorial Hospital Presbyterian	0000002546	68.03
		Line Description:	EMS Supplies		
0258787	05/01/26	P	Integrated Impressions	0000003403	6,316.13
		Line Description:	ICSC Promo Items		
0258788	05/01/26	P	Interstate Batteries of California Coast	0000002700	1,074.11
		Line Description:	Vehicle & Equipment Batteries		
0258789	05/01/26	P	Irwin Rosenfeld	0000031827	650.00
		Line Description:	rental Assistance-B Bushnell		
0258790	05/01/26	P	JFK Transportation Co., Inc.	0000030141	1,236.00
		Line Description:	Transporation Svc Trasportation		
0258791	05/01/26	P	Jason Yao	0000031836	340.08
		Line Description:	Ambulance Fee Overpayment		
0258792	05/01/26	P	Javabec7 LLC Series 4	0000031670	1,000.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Permit EENC-25-0454			
0258793	05/01/26	P	Johnson Controls Fire Protection LP	0000026089		12,412.46
		Line Description:	DDL Fire Alarm Jan-Dec 2026 PD Fire Alarm Jan-Dec 2026 PD Helicopter Pad Fire Alarm-PD Warehouse Fire Alarm-Lions Pk Cafe			
0258794	05/01/26	P	Karina Reyes	0000031842		250.00
		Line Description:	Refund Rec Dep 2009500.002			
0258795	05/01/26	P	Kelly Spicers Stores	0000029500		829.46
		Line Description:	Tabbed Paper			
0258796	05/01/26	P	Knorr Systems Inc	0000005036		620.64
		Line Description:	DRC Pool Chemical			
0258797	05/01/26	P	LN Curtis & Sons	0000002983		3,301.30
		Line Description:	SALES TAX (7.75%) Fire Apparel PPE FOR OUTFITTING CADETS Fire Apparel			
0258798	05/01/26	P	Larry Arruda	0000001080		957.87
		Line Description:	Qtrly Retiree Medical Payment Qtrly Retiree Medical Payment			
0258799	05/01/26	P	Lisa Munsterman	0000031835		448.63
		Line Description:	Ambulance Fee Overpayment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258800	05/01/26	P	Lucy Hernandez	0000031845	12.50
		Line Description:	Refund Rec Dep 2009505.002		
0258801	05/01/26	P	MV Cheng & Associates Inc	0000026583	11,886.25
		Line Description:	Finance Dir-Mar 2026		
0258802	05/01/26	P	Maintex Inc	0000014836	1,868.32
		Line Description:	Janitorial Trash Liners - Ware		
0258803	05/01/26	P	Maureen Lloyd	0000031828	1,549.50
		Line Description:	Tennis Cntr 12/16/25-1/17/26		
0258804	05/01/26	P	Merrimac Energy Group	0000021566	4,445.57
		Line Description:	FS #5 Diesel Fuel		
0258805	05/01/26	P	Mesa Art & Framing	0000002944	8,943.25
		Line Description:	PROFESSIONAL SERVICE AGREEEMEN		
0258806	05/01/26	P	Michael Baker International Inc	0000024229	750.00
		Line Description:	Refund Rec Dep 2009428.002		
0258807	05/01/26	P	Michael West	0000031833	77.46
		Line Description:	Refund Rabies Vaccination		
0258808	05/01/26	P	Mike Holland Construction Inc	0000027230	14,028.96
		Line Description:	Refund Permit BPCG-25-0033 Refund Permit BPCG-25-0034		
0258809	05/01/26	P	Mobile Home Improvement	0000015213	4,700.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Rehab grant			
0258810	05/01/26	P	Myles Construction	0000012466		516.50
		Line Description:	Refund Permit PLUR-26-0001			
0258811	05/01/26	P	National Safety Compliance Inc	0000020714		109.50
		Line Description:	DOT Random Drug Testing			
0258812	05/01/26	P	Nordean Law	0000031834		550.00
		Line Description:	Refund Civil Dep Subpoena			
0258813	05/01/26	P	O Neil Storage	0000018395		137.63
		Line Description:	Doc Storage			
0258814	05/01/26	P	Orange County Probation Department	0000003491		4,715.33
		Line Description:	OT Prob Qt3 1/1/26-3/31/26			
0258815	05/01/26	P	Patrick Keye	0000031765		2,045.00
		Line Description:	Tennis Cntr 12/16/25-1/15/26			
0258816	05/01/26	P	Photo Q Booth	0000031776		599.00
		Line Description:	3 Hours Photo Booth Services f			
0258817	05/01/26	P	Priority Landscape Services LLC	0000026592		7,936.00
		Line Description:	Citywide Young Tree Care FVP Landscape Maint Mar 26			
0258818	05/01/26	P	Quynhanh T Nguyen	0000017850		116.50
		Line Description:	Ambulance Fee Refund			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258819	05/01/26	P	Raymundo Perez Roofing Inc	0000031823		230.00
		Line Description:	Refun Pemrit BROF-25-0322			
0258820	05/01/26	P	Red Wing Business Advantage Account	0000003772		203.85
		Line Description:	Safety Shoes-Christian Hipolit			
0258821	05/01/26	P	Refugio Del Carmen Jacobo	0000031846		2,165.00
		Line Description:	Refund Rec Dep 2009423.002 Refund Rec Dep 2009422.002			
0258822	05/01/26	P	Renewell Fleet Services LLC	0000031060		334.43
		Line Description:	Stock-Bolt, Clamp Washer			
0258823	05/01/26	P	Rooza Nikaiyn	0000027208		12.50
		Line Description:	Refund Rec Dep 2009504.002			
0258824	05/01/26	P	SASE Company LLC	0000031665		9,589.75
		Line Description:	Sidewalk Grinder - Replace Uni			
0258825	05/01/26	P	Sachi Gera	0000031851		185.00
		Line Description:	Refund Rec Dep 2009449.002			
0258826	05/01/26	P	Santa Ana College	0000003752		2,944.00
		Line Description:	POST Training POST Training			
0258827	05/01/26	P	Shaw HR Consulting Inc	0000021706		14,312.50
		Line Description:	Reasonable Accommodation			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Reasonable Accommodations Reasonable Accommodations Reasonable Accommodation Reasonable Accommodations Reasoable Accommodations Reasonable Accommodation Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Reasonable Accommodations Professional Services Agreemen Reasonable Accomodations Reasonable Accommodations			
0258828	05/01/26	P	Shayanne Perez	0000031847		250.00
		Line Description:	Refund Rec Dep 2009425.002			
0258829	05/01/26	P	Sims Orange Welding Supply Inc	0000004030		98.96
		Line Description:	Shop-Welding Supplies			
0258830	05/01/26	P	SiteOne Landscape Supply LLC	0000024133		1,815.21
		Line Description:	Soil Conditioner Sports Fields			
0258831	05/01/26	P	So Cal Sandbags Inc	0000024349		959.88
		Line Description:	Purchase of Screened dirt			
0258832	05/01/26	P	Soroptimist International	0000031244		500.00
		Line Description:	Refund Rec Dep 2009427.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258833	05/01/26	P	Southern California Edison Company	0000004088		2,786.14
		Line Description:	2783 Bristol 3/19-4/19/26 1040 Paularino 3/19-4/19/26 2917-3171 RedHill 3/12-4/20/26 3120 Manistee 3/25-4/23/26 867 Prospect 3/25-4/23/26 735 Baker 3/24-4/22/26 555 1/2 Paularino 3/25-4/23/26 2704 Harbor 3/24-4/22/26 1570 Adams 3/24-4/22/26 1071 Bristol 3/20-4/20/26			
0258834	05/01/26	P	Southern California Gas Company	0000004092		4,900.16
		Line Description:	Historical 3/23-4/21/26 Comm 3/24-4/22/26 BCC 3/26-4/24/26 FS#1 3/26-4/24/26 2310 Placentia 3/24-4/22/26 2300 Placentia 2 3/24-4/22/26 PD 3/24-4/22/26 FS#4 3/24-4/22/26 FS#3 3/23-4/21/26 FS#5 3/24-4/22/26 FS#2 3/25-4/23/26 NHCC 3/23-4/21/26 Pool 3/23-4/21/26 Sr Ctr 3/23-4/21/26 DRC 3/23-4/21/26 567 W 18th 3/23-4/21/26			
0258835	05/01/26	P	Southern California Shredding Inc	0000025605		245.00
		Line Description:	On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258836	05/01/26	P	State of California Dept of Justice	0000001534	441.00
		Line Description:	Livescan Background		
0258837	05/01/26	P	Super Seer Corporation	0000031630	1,388.80
		Line Description:	Modular Helmet - Size Large		
0258838	05/01/26	P	Superior Fence & Rail of Riverside & OC	0000031797	7,590.75
		Line Description:	Superior Fence-PD Fence @Airwa		
0258839	05/01/26	P	The Counseling Team International	0000026352	145.00
		Line Description:	Counseling & Crisis Interventi		
0258840	05/01/26	P	The Solis Group	0000030649	1,278.50
		Line Description:	Adams Ave Bicycle Facillity Pr Citywide Prkway Maint		
0258841	05/01/26	P	Third Wave Corporation	0000025874	4,345.00
		Line Description:	ITSP CONSULTING		
0258842	05/01/26	P	Thomas J Broxtermann PhD	0000031054	300.00
		Line Description:	POST Trng-PTSD		
0258843	05/01/26	P	Tony Torres	0000031778	1,881.96
		Line Description:	Refund Permit BPCC-25-0376 Refund Permit BPCC-25-0376		
0258844	05/01/26	P	Townsend Public Affairs Inc	0000021510	6,825.00
		Line Description:	April Consulting/Grant writing		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258845	05/01/26	P	Trang Nguyen	0000028723	12.50
		Line Description:	Refund Rec Dep 2009502.002		
0258846	05/01/26	P	Turnout Maintenance Company LLC	0000020182	1,768.50
		Line Description:	Cleaned Fire Apparel Cleaned Fire Apparel		
0258847	05/01/26	P	US Postmaster	0000004377	12,000.00
		Line Description:	Prepaid Bulk Mail		
0258848	05/01/26	P	Verizon Wireless	0000008717	2,917.33
		Line Description:	WIRELESS PHONE 3/18-4/17/26 WIRELESS PHONE 3/18-4/17/26 WIRELESS PHONE 3/18-4/17/26 FIRE IPADS 3/18-4/17/26		
0258849	05/01/26	P	Vital Link Orange County	0000014396	850.00
		Line Description:	Refund Rec Dep 2009431.002		
0258850	05/01/26	P	Waxie Sanitary Supply	0000004480	672.08
		Line Description:	JANITORIAL AND SANITARY SUPPLI JANITORIAL AND SANITARY SUPPLI JANITORIAL AND SANITARY SUPPLI		
0258851	05/01/26	P	Zumar Industries Inc	0000004622	894.33
		Line Description:	Price Agreement		

TOTAL $1,596,019.71

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0257974	5/5/2026	V	Trang Nguyen	0000029103	03/06/26	(10,000.00)
		Line Description:	05/05/26-Vendor did not receive payment			
0258250	5/6/2026	V	Circuit Transit Inc	0000031174	03/27/26	(106,696.66)
		Line Description:	05/06- Vendor did not receive payment			
0258699	5/6/2026	V	Sakioka Farms	0000006181	04/24/26	(10,577.92)
		Line Description:	Payable name should be Sakioka Company.			
					TOTAL	**($127,274.58)**

53,244.57
673,171.01
4,044.50
37,522.65
0.00
(10,000.00)
(106,696.66)
(10,577.92)

$ 640,708.15

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258946	05/08/26	O	Galls LLC *Line Description:* Overflow	0000002297	0.00
0258947	05/08/26	O	Galls LLC *Line Description:* Overflow	0000002297	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258852	05/05/26	P	Hilton Costa Mesa	0000013124	18,815.85
		Line Description:	ACHIEVEMENT AWARD LUNCHEON		
0258853	05/05/26	P	AT & T	0000001107	139.10
		Line Description:	Internet-Fleet Svs		
0258854	05/05/26	P	AT & T	0000001107	167.14
		Line Description:	911 Cama Trunk 4/14-5/13/26		
0258855	05/05/26	P	Adam Silva	0000011959	175.00
		Line Description:	2025 Service Award		
0258856	05/05/26	P	Amber Johnson	0000021610	100.00
		Line Description:	2025 Service Award		
0258857	05/05/26	P	Ann Barrett	0000024521	75.00
		Line Description:	2025 Service Award		
0258858	05/05/26	P	Antonio Dodero	0000029534	50.00
		Line Description:	2025 Service Award		
0258859	05/05/26	P	Arash Rahimian	0000025730	50.00
		Line Description:	2025 Service Award		
0258860	05/05/26	P	Barbara Carpenter	0000000976	75.00
		Line Description:	2025 Service Award		
0258861	05/05/26	P	Brian Brown	0000020215	100.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2025 Service Award			
0258862	05/05/26	P	Bryan Wadkins	0000005802		200.00
		Line Description:	2025 Service Award			
0258863	05/05/26	P	Candyce McMorris	0000026552		50.00
		Line Description:	2025 Service Award			
0258864	05/05/26	P	Christopher Greeley	0000026152		50.00
		Line Description:	2025 Service Award			
0258865	05/05/26	P	Corey Brean	0000024845		50.00
		Line Description:	2025 Service Award			
0258866	05/05/26	P	Cristina Oquendo	0000024425		100.00
		Line Description:	2025 Service Award			
0258867	05/05/26	P	Danial Bangle	0000017521		100.00
		Line Description:	2025 Service Award			
0258868	05/05/26	P	David Casarez	0000004716		200.00
		Line Description:	2025 Service Award			
0258869	05/05/26	P	David DeFluiter	0000029214		175.00
		Line Description:	2025 Service Award			
0258870	05/05/26	P	Edwin Everett	0000005981		200.00
		Line Description:	2025 Service Award			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258871	05/05/26	P	Enrique Gomez	0000019792	100.00
		Line Description:	2025 Service Award		
0258872	05/05/26	P	Irma Garcia	0000024433	175.00
		Line Description:	2025 Service Award		
0258873	05/05/26	P	Jaime Santibanez	0000015126	100.00
		Line Description:	2025 Service Award		
0258874	05/05/26	P	James A Brown	0000024426	100.00
		Line Description:	2025 Service Award		
0258875	05/05/26	P	Jason Santos	0000026332	50.00
		Line Description:	2025 Service Award		
0258876	05/05/26	P	Jerad Korte	0000025077	50.00
		Line Description:	2025 Service Award		
0258877	05/05/26	P	Julian Trevino	0000006835	200.00
		Line Description:	2025 Service Award		
0258878	05/05/26	P	Julie Colgan	0000025564	50.00
		Line Description:	2025 Service Award		
0258879	05/05/26	P	Julio Sandoval	0000031857	50.00
		Line Description:	2025 Service Award		
0258880	05/05/26	P	Justin Horner	0000017579	100.00
		Line Description:	2025 Service Award		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258881	05/05/26	P	Karen Tafoya	0000030526	50.00
		Line Description:	2025 Service Award		
0258882	05/05/26	P	Kelly Dalton	0000024593	50.00
		Line Description:	2025 Service Award		
0258883	05/05/26	P	Kevin Christianson	0000029560	50.00
		Line Description:	2025 Service Award		
0258884	05/05/26	P	Kha Bao	0000019740	100.00
		Line Description:	2025 Service Award		
0258885	05/05/26	P	Lloyd Swanson	0000009558	175.00
		Line Description:	2025 Service Award		
0258886	05/05/26	P	Lora Ross	0000024431	100.00
		Line Description:	2025 Service Award		
0258887	05/05/26	P	Luis Gomez	0000004237	50.00
		Line Description:	2025 Service Award		
0258888	05/05/26	P	Matthew Grimmond	0000005711	200.00
		Line Description:	2025 Service Award		
0258889	05/05/26	P	Matthew Richie	0000026628	50.00
		Line Description:	2025 Service Award		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258890	05/05/26	P	Michael Tucker	0000010902	175.00
		Line Description:	2025 Service Award		
0258891	05/05/26	P	Mohcine Chirar	0000021517	100.00
		Line Description:	2025 Service Award		
0258892	05/05/26	P	Olivia Rogers	0000025187	50.00
		Line Description:	2025 Service Award		
0258893	05/05/26	P	Patricia Lara	0000018529	100.00
		Line Description:	2025 Service Award		
0258894	05/05/26	P	Petty Cash Fund Narc Program	0000001833	10,000.00
		Line Description:	Replenish SIU Expense Fund		
0258895	05/05/26	P	Raja Sethuraman	0000005084	175.00
		Line Description:	2025 Service Award		
0258896	05/05/26	P	Steve Savage	0000010532	175.00
		Line Description:	2025 Service Award		
0258897	05/05/26	P	The Home Depot	0000002560	9,597.48
		Line Description:	Equip Maint Warehouse Tools Response/Control General Supplies Graffiti Abat Auto Parts/Supplies Equip Main General Supplies Street Maint Plumbing Supplies Bldg Maint General Supplies Bldg Maint Hardware Supplies Bldg Maint Hardware Supplies Park Maint		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Maint Equipment Street Maint			
0258898	05/05/26	P	Trang Nguyen	0000029103		10,000.00
		Line Description:	Refund Permit EENC-23-0300 Refund Permit EENC-23-0300			
0258899	05/05/26	P	Troy Hinrichs	0000024428		100.00
		Line Description:	2025 Service Award			
0258900	05/05/26	P	Tung Vo	0000031858		50.00
		Line Description:	2025 Service Award			
0258901	05/05/26	P	Tyrus Ranck	0000026650		50.00
		Line Description:	2025 Service Award			
					TOTAL	**$53,244.57**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258902	05/08/26	P	1592 Redlands Partners LLC	0000031615	16,000.00
		Line Description:	Rerfund Permit EENC-25-0507		
0258903	05/08/26	P	Circuit Transit Inc	0000031174	106,696.66
		Line Description:	Transit Operation-Jan 2026 Transit Operations-Feb 2026 Transit Operation-Jan 2026 Transit Operations-Feb 2026		
0258904	05/08/26	P	Endemic Environmental Services Inc	0000021277	40,174.27
		Line Description:	Mesa Restoration 3/16-3/31/26		
0258905	05/08/26	P	Metro Builders & Engineering Ltd	0000006443	184,288.13
		Line Description:	City PRoj 24-12 Tewinkle Park Retention City Proj 24-12/231		
0258906	05/08/26	P	Orange County Treasurer Tax Collector	0000003489	31,048.66
		Line Description:	Parking Citation Mar 2026		
0258907	05/08/26	P	Pinnacle Petroleum, Inc	0000029315	31,896.45
		Line Description:	CY Unleaded Fuel Tanks 3 and 4		
0258908	05/08/26	P	WSP USA Environment & Infrastructure Inc	0000029873	22,432.00
		Line Description:	Professional Services Agreemen		
0258909	05/08/26	P	3SI Security Systems Inc	0000025001	3,240.00
		Line Description:	36 Month ESO Tracking Services		
0258910	05/08/26	P	ARC	0000022726	122.20

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Shalimar Pak Plans			
0258911	05/08/26	P	ASCE OC Branch	0000001089		100.00
		Line Description:	Refund Rec Dep 2009562.002			
0258912	05/08/26	P	AT & T	0000001107		978.71
		Line Description:	Red Phone Fire Sta#3 Red Phone Fire Sta#5 PRI Circuit Inbound Trunk Fire Emergency Line Jack Hamett Sports Complex WSS Alarm DRC Fire Alarm Lions Park Baseball Field Red Phone Fire Sta#2 Red Phone Fire Sta#1 Red Phone Fire Sta#4 Red Phone Fire Sta#6 NHCC Fire Alarm			
0258913	05/08/26	P	AT & T	0000001107		312.16
		Line Description:	Internet-Skate Park Camera Internet-Tennis Ctr 4/28-5/27/ Phone-Tennis Ctr 4/28-5/27/26			
0258914	05/08/26	P	Adlerhorst International	0000000906		450.00
		Line Description:	Patrol Re-Cert-McMorris			
0258915	05/08/26	P	Arms Unlimited Inc	0000027035		5,428.45
		Line Description:	Replace/Repair Rifles			
0258916	05/08/26	P	Bee Busters Inc	0000007572		2,035.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement			
0258917	05/08/26	P	Big Al's Motors Sales & Services	0000029329		1,965.50
		Line Description:	Motor Repair			
0258918	05/08/26	P	Blue Shield of California	0000028683		2,684.65
		Line Description:	Refund Ambulance Fee Refund Ambulance Fee Refund Ambulance Fee			
0258919	05/08/26	P	Bramford Street Design	0000031253		560.00
		Line Description:	PD Branding & Artwork Redesign			
0258920	05/08/26	P	Bucknam Infrastructure Group Inc	0000021371		1,872.76
		Line Description:	2026 PMP Report			
0258921	05/08/26	P	CAPF	0000004755		2,212.50
		Line Description:	Firefighter LTD-May 2026			
0258922	05/08/26	P	CLEA	0000004754		4,224.00
		Line Description:	Police Officer LTD-May 2026			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258923	05/08/26	P	Carl Warren & Company	0000001578	4,192.50
		Line Description:	Claims Admin Fee-Apr 2026		
0258924	05/08/26	P	Central Orange County Emergency	0000001629	1,135.00
		Line Description:	Credit Veterinary Svc Veterinary Svc-Nov 2025 Credit Veterinary Svc Veterinary Svc Veterinary Svc Veterinary Svc Credit Veterinary Svc Veterinary Svc Credit Veterinary Svc Veterinary Svc Veterinary Svc Veterinary Svc Veterinary Svc		
0258925	05/08/26	P	City of Huntington Beach	0000002599	900.00
		Line Description:	Booking Fee-Mar 2026		
0258926	05/08/26	P	Connell Chevrolet	0000001763	136.27
		Line Description:	Oil Change-#716		
0258927	05/08/26	P	Continental Interpreting Services Inc	0000024355	700.00
		Line Description:	Interpreting Svc-4/7/26		
0258928	05/08/26	P	Costa Mesa Lock & Key	0000001817	275.80
		Line Description:	Combination Locks EOC Top Actuator Assembly		
0258929	05/08/26	P	CostaMesa High School Basketball Booster	0000023959	500.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Rec Dep 2009429.002			
0258930	05/08/26	P	Cristando House Inc	0000001872		1,680.00
		Line Description:	Civilian Police Leadership			
0258931	05/08/26	P	Daniels Tire Service	0000001922		5,354.11
		Line Description:	Warehouse Stock Warehouse Stock Warehouse Stock Warehouse Stock			
0258932	05/08/26	P	Denise Tinh Liang	0000031869		200.00
		Line Description:	Refund Rec Dep 2009570.002 Refund Rec Dep 2009571.002			
0258933	05/08/26	P	Douglas Carter	0000031861		1,921.00
		Line Description:	Tennis 12/5/25-1/21/26			
0258934	05/08/26	P	Douglas Hicks Law	0000031862		69.18
		Line Description:	Refun Subpoena 001-00386547			
0258935	05/08/26	P	Eduardo Reyes	0000031762		7,125.00
		Line Description:	Tennis Cntr 12/16/25-1/22/26			
0258936	05/08/26	P	Employment Development Department	0000001543		5,640.00
		Line Description:	Umemployment 1/1-03/31/26			
0258937	05/08/26	P	Enid Robles	0000031872		100.00
		Line Description:	Refun Rec Dep 2009574.002			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258938	05/08/26	P	Erica Dicioccio	0000031870	100.00
		Line Description:	Refund Rec Dep 2009572.002		
0258939	05/08/26	P	Erica Li	0000031864	100.00
		Line Description:	Refund Rec Dep 2009561.002		
0258940	05/08/26	P	Erikka Scharnell	0000020306	510.00
		Line Description:	Tennis Cntr 12/17/25-1/21/26		
0258941	05/08/26	P	Facility Solutions Group Inc	0000021481	7,107.00
		Line Description:	Lighting control LIGHTING CONTROL TROUBLESHOOTI		
0258942	05/08/26	P	Fair Housing Foundation	0000019956	4,759.70
		Line Description:	Fair Housing 3rd Qtr Grant		
0258943	05/08/26	P	Families Forward Inc	0000024105	8,068.29
		Line Description:	Afordable Housing 3rd Qtr Gran		
0258944	05/08/26	P	Ferguson Enterprises Inc #1350	0000007785	728.82
		Line Description:	Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0258945	05/08/26	P	Galls LLC	0000002297	12,945.61
		Line Description:	Credit Uniform-Wilson Uniform-Wilson Uniform-Banks Credit Uniform-Banks Credit Uniform-Ott		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
Uniform-Ott
Uniform-Smith.
Credit Uniform-Smith
Uniform-Sieder
Uniform-Nguyen
Uniform-Greeley
Uniform-Pacheco
Uniform-Sanchez
Credit Uniform-Stocking
Uniform-Stocking
Credit Uniform-Tripp
Uniform-Tripp
Credit Uniform-Morales
Uniform-Morales
Credit Uniform-Sanchez
Uniform-Sanchez
Credit Uniform-Hernandez
Uniform-Hernandez
Credit Uniform-Casarez
Uniform-Casarez
Credit Uniform-Nabong
Uniform-Nabong
Credit Uniform-Truong
Uniform-Truong
Credit Uniform-Solano
Safety Vest-Solano
Uniform-Perez
Credit Uniform-Sanchez
Credit Uniform-Diaz
Uniform-Schall
Uniform-Chavez
Uniform-Munoz
Uniform-South
Uniform-Barnes
Uniform-Barajas
Uniform-Lazaro
Uniform-Anderson
Uniform-Fay

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Uniform-Leonardo Uniform-Munoz Uniform-Munoz Uniform-Muck Uniform-Hernandez Uniform-Bowman Uniform-Diaz Uniform-Code Enf			
0258948	05/08/26	P	Gensler	0000031100		2,313.07
		Line Description:	CM Facility Master Plan3/28/26			
0258949	05/08/26	P	Glenn Lukos & Associates Inc	0000011626		2,458.50
		Line Description:	FVP Vernal Pools 2/14-3/27/26			
0258950	05/08/26	P	Grainger	0000002393		21.36
		Line Description:	Hardware			
0258951	05/08/26	P	Hanks Electrical Supplies	0000002445		886.70
		Line Description:	Electrical Supplies Electrical Supplies			
0258952	05/08/26	P	Hirsch Pipe & Supply Company Inc	0000026475		188.16
		Line Description:	Plumbing Supplies			
0258953	05/08/26	P	Human Options Inc	0000002593		13,075.73
		Line Description:	2nd Step Transition Housing			
0258954	05/08/26	P	J R Grease Trap Corp	0000031011		985.00
		Line Description:	CMBS Kitchen Grease Cleaning			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258955	05/08/26	P	John Gutierrez	0000031871	750.00
		Line Description:	Refund Rec Dep 20095873.002		
0258956	05/08/26	P	John Stephens	0000002112	346.02
		Line Description:	Business Mtng 2024 ICSC Meal Exp Reimb		
0258957	05/08/26	P	Joshua Barnhill	0000031867	30.00
		Line Description:	Refund Citation CM070040229		
0258958	05/08/26	P	Kimball Midwest	0000006819	485.21
		Line Description:	Supplies		
0258959	05/08/26	P	Kimley Horn & Associates Inc	0000005251	1,949.93
		Line Description:	Signal Modern Thru 3/31/26		
0258960	05/08/26	P	Knorr Systems Inc	0000005036	620.64
		Line Description:	DRC Pool Chemical		
0258961	05/08/26	P	Langlois Fancy Frozen Foods	0000030651	292.31
		Line Description:	Jail Food Services April 26		
0258962	05/08/26	P	Laura O'Leary	0000020628	323.00
		Line Description:	Tennis Cntr 1/8-1/22/26		
0258963	05/08/26	P	Lilia Delgado	0000031860	731.00
		Line Description:	Tennis 12/16/25-1/15/26		
0258964	05/08/26	P	Long Beach BMW	0000015745	1,653.22

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Shop Supply			
0258965	05/08/26	P	Lyons Security Service Inc	0000027168		378.00
		Line Description:	SECURITY SERVICES FOR CITY COU			
0258966	05/08/26	P	Mike Raahauges Shooting Enterprises	0000006853		115.99
		Line Description:	Range Fees for SWAT for Apr 26			
0258967	05/08/26	P	Myra Alvergue	0000031865		100.00
		Line Description:	Refund Rec Dep 2009563.002			
0258968	05/08/26	P	Natalie Bruso	0000031866		800.00
		Line Description:	Refund Rec Dep 2009569.002			
0258969	05/08/26	P	Nathaniel Gorham	0000031764		2,200.00
		Line Description:	Tennis Cntr 12/20/25-1/20/26			
0258970	05/08/26	P	National Data & Surveying Services	0000021249		280.00
		Line Description:	Volume & Speed Traffic Counts PROFESSIONAL SERVICES AGREEMEN			
0258971	05/08/26	P	Nex Tech Systems Inc	0000020700		6,331.81
		Line Description:	Visual Speed Feedbak Sign			
0258972	05/08/26	P	Office Depot	0000003394		6,918.19
		Line Description:	Office Supplies Office Supplies-Police Records Office Supplies-Finance Operat Office Supplies-CEO Comms Mark Office Supplies- Senior Center			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Office Supplies- Police Invest Office Supplies-Police Invest Office Supplies- Fire& Rescue Office Supplies- City Manager Office Supplies-Police-Admin Office Supplies- Police CSI Office Supplies- City Clerk Office Supplies- Planning Office Supplies-Supplies			
0258973	05/08/26	P	Orange County Dept of Education	0000000442		100.00
		Line Description:	Refund Rec Dep 2009567.002			
0258974	05/08/26	P	Peak Power Solutions Inc	0000031849		450.00
		Line Description:	Refund Permit BIPV-26-0021			
0258975	05/08/26	P	Peter Wassif	0000031863		162.50
		Line Description:	Refund Rec Dep 2009568.002			
0258976	05/08/26	P	Post Alarm Systems Inc	0000026907		82.44
		Line Description:	Fire Alarm System Monitoring			
0258977	05/08/26	P	Quynhanh T Nguyen	0000017850		116.50
		Line Description:	Refund Citation CM010034002			
0258978	05/08/26	P	Red Wing Business Advantage Account	0000003772		196.64
		Line Description:	6" Aluminum Toe			
0258979	05/08/26	P	Resource Environmental, Inc.	0000031667		6,450.00
		Line Description:	778 Shalimar Demoltn Retention			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258980	05/08/26	P	Ryan Taylor	0000031720		700.40
		Line Description:	Tennis 12/20/25-1/16/26			
0258981	05/08/26	P	Sakioka Company LLC	0000006181		10,577.92
		Line Description:	Refund Permit PMAP-25-0001 Refund Permit PMAP-25-0001			
0258982	05/08/26	P	Save Our Youth	0000003929		5,000.00
		Line Description:	Annual Gala Sponsorship			
0258983	05/08/26	P	Save Our Youth	0000003929		1,000.00
		Line Description:	1st Annual Soccer Tournament			
0258984	05/08/26	P	Silva Hugo Francia	0000031868		8.00
		Line Description:	Refund Citation CM020031151			
0258985	05/08/26	P	SiteOne Landscape Supply LLC	0000024133		602.03
		Line Description:	Backflow Repairs			
0258986	05/08/26	P	Southern California Edison Company	0000004088		7,164.95
		Line Description:	360 W Wilson 3/31-4/29/26 Sr Ctr 3/31-4/29/26 348 E 17th 3/27-4/27/26 Davis Field 3/31-4/29/26 1952 Newport 3/30-4/28/26 NHCC 3/31-4/29/26 2948 Bristol 3/18-4/16/26 2301 Harbor 3/26-4/26/26 3349 Sakioka 3/27-4/27/26 3351 Sakioka 3/27-4/27/26			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258987	05/08/26	P	Southern California Gas Company	0000004092	277.06
		Line Description:	717 James 3/23-4/21/26 721 James 3/23-4/21/26 FS#6 3/30-4/28/26		
0258988	05/08/26	P	State of California Dept of Justice	0000001534	1,076.00
		Line Description:	Finger Print App Fee-Mar26 Livescan/Fingerprinting Servic		
0258989	05/08/26	P	Strike The Pose Photo Booth	0000031805	350.00
		Line Description:	Photo Booth Service		
0258990	05/08/26	P	Tammy Arrington	0000026720	750.00
		Line Description:	Refund Rec Dep 2009566.002		
0258991	05/08/26	P	The Briefing Room LLC	0000031240	7,197.58
		Line Description:	Subscription 4/29/26-4/28/27		
0258992	05/08/26	P	The Counseling Team International	0000026352	2,575.00
		Line Description:	Pre-Employment Psych Eval Counseling Services Feb 2026 Counseling Service Mar 26		
0258993	05/08/26	P	The Orange County Hispanic Chamber of	0000031173	2,800.00
		Line Description:	2026 Estrella Awards Sponsorsh		
0258994	05/08/26	P	Thomas Banks	0000021751	1,047.00
		Line Description:	Replacement Check #0244720		
0258995	05/08/26	P	Thomas J Broxtermann PhD	0000031054	300.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	POST-Dealing with Depression Maint Ethics-M Andersen			
0258996	05/08/26	P	Tillmann Forensic Investigation LLC	0000025643		417.00
		Line Description:	Latent Fingerprint ID System E			
0258997	05/08/26	P	Trellis	0000025584		4,503.48
		Line Description:	CDBG Public Srv Grant			
0258998	05/08/26	P	Turnout Maintenance Company LLC	0000020182		3,512.61
		Line Description:	Cleanded Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel			
0258999	05/08/26	P	Tustin Awards	0000013465		5,082.03
		Line Description:	Custom Plaques for Recognition			
0259000	05/08/26	P	USI Inc	0000005890		259.89
		Line Description:	LAMINATING MATERIALS			
0259001	05/08/26	P	United Healthcare	0000028700		172.62
		Line Description:	Refund Ambulance Fee			
0259002	05/08/26	P	Verizon Wireless	0000008717		6,749.99
		Line Description:	Price Agreement WIRELESS PHONE Mar 18- Apr 17, 26 Cell			
0259003	05/08/26	P	Walters Wholesale Electric Co	0000011706		4,548.54
		Line Description:	DDL- Wattstopper Light Control			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259004	05/08/26	P	Ware Disposal Inc	0000000255	9,893.38
		Line Description:	City Facilities Trash- Apr 26		
0259005	05/08/26	P	Water One Industries, Inc	0000031042	324.00
		Line Description:	DDL-Water Quarterly Treatment		
0259006	05/08/26	P	Waterline Technologies Inc	0000014520	765.17
		Line Description:	DRC-Pool Treatment		
0259007	05/08/26	P	Waxie Sanitary Supply	0000004480	6,808.26
		Line Description:	For Warehouse Floor Stock JANITORIAL AND SANITARY SUPPLI		
0259008	05/08/26	P	Youssef Timour	0000031763	8,500.00
		Line Description:	Tennis Cntr 12/16/25-12/15/26		
0259009	05/08/26	P	Zumar Industries Inc	0000004622	5,445.80
		Line Description:	EGP Sheeting, Posts, Anchors Pre Masking Tape		
				TOTAL	**$673,171.01**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259010	05/08/26	P	Pamela Lilly	0000025324	750.00
		Line Description:	Payroll Deduction 26-10		
0259011	05/08/26	P	State of California	0000001546	2,076.53
		Line Description:	Payroll Deduction 26-10		
0259012	05/08/26	P	State of California	0000001546	371.27
		Line Description:	Payroll Deduction 26-10		
0259013	05/08/26	P	State of California	0000001546	846.70
		Line Description:	Payroll Deduction 26-10		
				TOTAL	**$4,044.50**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022110	05/08/26	P	Andrew Banner	0000031716	250.00
		Line Description:	Achievement Award Jan 2026		
022111	05/08/26	P	Angely Vallarta	0000029193	400.00
		Line Description:	Planning Comm Mtng-Apr 2026		
022112	05/08/26	P	Arlis Reynolds	0000023997	1,590.79
		Line Description:	CalBike Summit Lodging Flight for CalBike Summit		
022113	05/08/26	P	Arnold Antonio	0000029593	301.00
		Line Description:	Tyler Connect Conf		
022114	05/08/26	P	Bryce Beck	0000030898	18.27
		Line Description:	Patrol Search Warrant		
022115	05/08/26	P	Costa Mesa Employees Association	0000006284	4,578.01
		Line Description:	Payroll Deduction 26-10		
022116	05/08/26	P	Costa Mesa Executive Club	0000006286	330.00
		Line Description:	Payroll Deduction 26-10		
022117	05/08/26	P	Costa Mesa Firefighters Association	0000001812	8,423.50
		Line Description:	Payroll Deduction 26-10		
022118	05/08/26	P	Costa Mesa Police Association	0000001819	7,860.00
		Line Description:	Payroll Deduction 26-10		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022119	05/08/26	P	Costa Mesa Police Management Assn	0000005082	315.00
		Line Description:	Payroll Deduction 26-10		
022120	05/08/26	P	Daniel Inloes	0000023442	109.44
		Line Description:	Tyler Connect Conf		
022121	05/08/26	P	David Martinez	0000014476	400.00
		Line Description:	Planning Comm Mtng-Apr 2026		
022122	05/08/26	P	Ivis Torres	0000030381	1,250.00
		Line Description:	College Tution Reimb Fall 2025		
022123	05/08/26	P	Jason Pyle	0000013001	1,249.67
		Line Description:	National Character & Leadershi		
022124	05/08/26	P	Jeffrey Guzman	0000030817	900.00
		Line Description:	Rope RescueAwareness & Op		
022125	05/08/26	P	Jeffrey Harlan	0000020142	400.00
		Line Description:	Planning Comm Mtng-Apr 2026		
022126	05/08/26	P	Jennifer Santijareonnon	0000031277	1,474.97
		Line Description:	Tyler Connect Con		
022127	05/08/26	P	Jonathan Zich	0000026312	400.00
		Line Description:	Planning Comm Mtng-Apr 2026		
022128	05/08/26	P	Jonathon Jennings	0000029946	389.32
		Line Description:	Tyler Connect Conf		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
022129	05/08/26	P	Jose Rojas	0000029411		400.00
		Line Description:	Planning Comm Mtng-Apr 2026			
022130	05/08/26	P	Karen Klepack	0000030322		400.00
		Line Description:	Planning Comm Mtng-Apr 2026			
022131	05/08/26	P	Luke Senger	0000030525		506.00
		Line Description:	CFPI 2026 Conf			
022132	05/08/26	P	Nader Noorani	0000026895		77.58
		Line Description:	Tyler Conference Exp Reimb			
022133	05/08/26	P	Nikki Johnson	0000029591		301.00
		Line Description:	Tyler Connect Conf			
022134	05/08/26	P	Peter Diminich	0000030543		184.38
		Line Description:	CMTA Conf			
022135	05/08/26	P	Philip Garrett	0000029814		48.43
		Line Description:	Patrol Search Warrant			
022136	05/08/26	P	Robert L Dickson Jr	0000003671		400.00
		Line Description:	Planning Comm Mtng-Apr 2026			
022137	05/08/26	P	Robert Rondinella	0000029998		450.00
		Line Description:	Company Officer 2D			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
022138	05/08/26	P	SHI International Corp	0000016007		4,115.29
	Line Description:		COMPUTER EQUIPMENT			
					TOTAL	**$37,522.65**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-297 **Meeting Date:** 5/19/2026

TITLE:

MINUTES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK'S DIVISION

RECOMMENDATION:

City Council approve the Minutes of the Special Study Session Meetings on March 31, 2026 and April 28, 2026, and the Regular Meeting of April 21, 2026.

SPECIAL CITY COUNCIL STUDY SESSION
MARCH 31, 2026 - MINUTES

CALL TO ORDER – The Special Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Pettis, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

SPECIAL STUDY SESSION ITEM:

1. FISCAL YEAR 2026-27 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND FIVE-YEAR (2026-27 TO 2030-31) CIP STUDY SESSION

Presentation by Mr. Sethuraman, Public Works Director.

Ms. Brown, Chair and Ms. Wright, Vice Chair of the Parks and Community Services Commission presented Capital Improvement Project recommendations.

Public Comments:

Speaker, spoke on creating moonparkfunding.com and the need to invest in Moon Park, spoke on the need for a direct line of site between the two playgrounds at the park, and that there is no barrier separating it from the bike trail.

Sonia Triana, Costa Mesa, spoke in support of improvements at Moon Park and on better maintenance at the park.

David Martinez, spoke in support of projects for street safety, citywide neighborhood improvement programs, traffic calming measures, implementing the daylighting law, and on speed zone reductions.

DRAFT

Ralph Taboada, Costa Mesa, spoke in support of the Parks and Community Services Commission presentation and encouraged all committees to provide similar presentations. Expressed a preference for a five-year amortization period for the CAN rather than ten years. Also emphasized the need for a long-term strategic plan and questioned whether the current sustainability plan is meeting Council goals. Additionally, spoke about improving bike lanes and crosswalks to make them more accessible.

Carla Stagman spoke in support of prioritizing Moon Park improvements.

Speaker, spoke in support of prioritizing Moon Park improvements.

Mat Garcia, Costa Mesa, spoke on the amount of funding for Fairview Park projects, and requested more details in the staff reports.

ACTION:
City Council provided the following feedback on the FY 2026-27 Proposed Capital Improvement Program (CIP) Budget and the Five-Year (FY 2026-27 to FY 2030-31) CIP including:

- Funding for additional parks and upgrading facilities at all parks.
- A potential art project at Moon Park.
- Options for sharing expenses with other public entities for projects.
- Options for additional community gardens.
- A long-term plan to maintain City facilities.
- A dedicated park improvement fund.
- Accounting of staff time in the CIP.
- The costs of the local road safety plan.
- Private/public partnerships i.e. Skate Park.
- Revisit the CAN ordinance and payments.
- Solar projects.
- School sites for more space for free play.
- The Open Space Master Plan

ADJOURNMENT – Mayor Stephens adjourned the Study Session at 7:55 p.m.

DRAFT

Minutes adopted on this 19th day of May, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

SPECIAL CITY COUNCIL STUDY SESSION
April 28, 2026 - MINUTES

CALL TO ORDER – The Special Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Pettis, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

SPECIAL STUDY SESSION ITEM:

1. **FISCAL YEAR 2025-26 MID-YEAR BUDGET UPDATE**

   Presentation by Kingsley Okereke, Financial Consultant and Mark Khou, Budget and Purchasing Manager.

   Public Comments:

   Ralph Taboada, Costa Mesa, thanked staff for their work on the report, spoke on costing out current vacancies, spoke on overtime overruns, spoke on pensions, and spoke on the bond for fire station number 2.

   ACTION:
   City Council received and filed the Fiscal Year 2025-26 Mid-Year Update, including updated projections for General Fund revenues and expenditures for the fiscal year ending June 30, 2026 and provided the following observations and feedback:

   - Revisit cannabis sales tax.
   - Revisit the ambulance contract.
   - Define non-essential expenses.
   - Explore Transient Occupancy Tax and Business licenses Tax at a study session.
   - Changes to the budget should be implemented and evaluated during midyear review.
   - Updates to the City Council on the budget should be provided early and frequently.
   - A long-term plan is needed to maintain the facilities.
   - Revisit the reserve amount.
   - Evaluate the Police Department overtime budget.
   - Review budget policies on spending and transparency.

ADJOURNMENT – Mayor Stephens adjourned the Study Session at 7:34 p.m.

Minutes adopted on this 19th day of May, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

REGULAR CITY COUNCIL AND HOUSING AUTHORITY
APRIL 21, 2026 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:01 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros (arrived at 4:05 p.m.), Council Member Marr, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Reynolds.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Pursuant to California Government Code Section 54956.9 (d)(1)
   National Opioids Settlements: Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (Remnant Defendants)
   United States District Courts, Northern District of Ohio, MDL No. 2804
   Rubris Reference Number: CL-1763034

2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: RDK Group Holdings, LLC v. City of Costa Mesa,
   Orange County Superior Court Case No. 30 2025 0149581 CU WM WJC

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE**
   Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

4. **CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE**
   Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.

City Council recessed at 4:03 p.m. for Closed Session.

Council Member Gameros recused himself from Closed Session at 4:40 p.m. based on a conflict.

Closed Session adjourned at 5:00 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the Mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – Ms. Hall Barlow reported that one action was taken on closed session item number 1, the City Council approved joining the following six (6) settlements in the National Opioid Litigation: Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. The motion was made by Mayor Pro Tem Chavez and seconded by Mayor Stephens, on a 6-0 vote authorizing the City Attorney's Office to join the settlement, and authorizing the City Manager to approve further settlements with additional defendants as they may come.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens
MOTION: Authorize the City Attorney's Office to join the settlement on Closed Session item no. 1 regarding the following six (6) cases: Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc., and authorized the City Manager to approve further settlements with additional defendants as they may come.
The motion carried by the following roll call vote:
Ayes: Council Member Buley Council Member Gameros, Council Member Marr, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: Council Member Reynolds.
Abstain: None.
Motion carried: 6-0

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on overgrowth at Fairview Park and mitigating fire risks, illegal activity at Fairview Park, spoke on e-bike safety measures and the need for more trails and less e-bikes.

Speaker, requested to amend or cancel the Flock contract, and spoke on data sharing and misuse of the system.

Rachel Godwin, Costa Mesa, requested to cancel the Flock contract and requested a network audit.

Speaker, requested to cancel the Flock contract.

Speaker, spoke on the legacy City Council would like to leave, encouraged decision making to serve the community, thanked the City Council for removing a tree that was about to fall, and thanked the City Council for their committee nominations.

Speaker, spoke in favor of a Trap Neuter Return Ordinance.

Fisher Derderian, spoke on the need for a special fund for the Arts Commission for public art, and recommended $60,000 for partnering with Bright Youth.

Speaker, requested to cancel the Flock contract, and spoke on the dangers regarding tracking women.

Speaker, spoke on immigration.

Cynthia McDonald, Costa Mesa, expressed dismay that the City Council did not adopt an Ethics policy.

Eric Jimenez, spoke in favor of a partnership / collaboration with Bright Youth for more art in the City, requested more information on the Shalimar Park expansion project and if it would remove healthy mature trees, and spoke in support of canceling the Flock contract.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Marr spoke on attending the Police Department employee recognition breakfast, spoke on the Flock contract and exploring other vendors, spoke on the Arts budget and cannabis funding and requested to discuss it further during the mid-year budget discussion, and spoke on supporting or bringing back an amended Ethics Policy.

Council Member Reynolds spoke in support of revisiting the Flock contract and revisiting an amended Ethics policy, spoke on addressing the fire risks at Fairview Park, spoke on an upcoming Arts Commission presentation, spoke on attending a meeting in Sacramento with Mr. Martin, Transportation Services Manager regarding safety on Newport Blvd., thanked Mr. Robbins, Neighborhood Improvement Manager, for presenting to the Children's Leadership Retreat with Grace Fellowship Church, thanked staff for the Cruise the Loop event and Earth Day event, thanked Mr. Arios and team for their work on a cell tower project, and thanked Ms. Munoz for her service to the City Council.

Council Member Pettis spoke on engaging with the public and that he will be holding a Once-a-Month Eastside Exchange, spoke on funding for Arts in the City, spoke on the Country's Anniversary and supports art that commemorates the milestone, spoke on an amended Ethics Policy, and thanked Ms. Munoz for her service to the City Council.

Council Member Buley thanked Ms. Munoz for her service to the City Council, welcomed feedback from the community on the Fairview Developmental Center Specific Plan, spoke on the benefits of the Flock system and also researching alternative providers, thanked staff for helping a constituent with an overgrown tree, praised the Cruise the Loop event, and requested more information on the Arts Commission budget.

Council Member Gameros congratulated Officer Osborne for receiving the Officer of the Year Award, welcomed probationary Fire Fighters to Costa Mesa, spoke on providing feedback on the Fairview Developmental Center Specific Plan, thanked the Police Department for assisting an individual wielding a knife.

Mayor Pro Tem Chavez thanked Congressman Min for his donation to the Police Department and to the Parks and Community Services Department and for supporting Costa Mesa, spoke on attending the Finance and Pension Advisory Committee meetings and spoke on a potential Business License Tax ballot measure, spoke on the Flock system and requested updated information, spoke on the Shalimar Park trees being removed and new trees replanted, and spoke on the Arts Commission recommendations on the budget.

Mayor Stephens spoke about Fairview Park and noted the Fire Department is evaluating fire risks, spoke on attending the employee recognition event for the Police Department, spoke on the Cruise the Loop event, Farmers Market at Mesa Verde Center, and Earth Day event and planting 250 trees in honor of the Country's 250th anniversary, spoke on the benefits of the Flock system, thanked Congressman Min for his donation for a real time crime center, and thanked Ms. Munoz for her service to the City Council.

REPORT – CITY MANAGER – Ms. Gallardo-Daly spoke on the City funds that were donated to Enough For All and the Somewhere Cares Soup Kitchen, spoke on the $250,000 allocated to the legal defense fund, and recognized Victoria Castillo for the April City Manager Leadership Award.

REPORT – CITY ATTORNEY – Ms. Hall Barlow spoke on amendments to the Ethics Policy and that the City Council will need to provide specific direction.

CONSENT CALENDAR

MOVED/SECOND: Mayor Stephens/Council Member Marr
MOTION: Approve the Consent Calendar.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

1. PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

ACTION:
City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:
City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Kafshi Bennett, Kerry Brennan, Nicholas Wood-Perales, Christopher Riley, Josefina Rodriguez.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:
City Council approved Warrant Resolution No. 2752.

4. MINUTES

ACTION:
City Council approved the Minutes of the Regular Meeting on March 17, 2026.

5. ACCEPTANCE OF THE CITY HALL BASEMENT I.T. OFFICES AND TRAINING ROOM REMODEL PROJECT, CITY PROJECT NO. 24-11

ACTION:
1. City Council accepted the work performed by American Construction Company, LLC, dba ACC, 1130 North Kraemer Boulevard, No. 1, Anaheim, California 92806, for the City Hall Basement Information Technology (I.T.) Offices and Training Room Remodel Project, City Project No. 24-11, and authorized the City Clerk to file the Notice of Completion.

2. Authorized the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. The retention has been released per Public Contract Code section 7107(c).

6. APPROPRIATION OF FUNDS FOR THE REHABILITATION OF RENTAL UNITS AT THE JAMES/18TH STREET APARTMENTS

ACTION:
City Council appropriated and transferred $200,000 from the Housing Trust Fund (Fund 226) to the Costa Mesa Housing Authority James/18th Street Property Fund (Fund 223) to rehabilitate four (4) rental housing units at the James/18th Street apartments.

7. TWO YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COST RECOVERY SERVICES RFP 18-03

ACTION:

1. City Council approved Amendment Number Three to extend the term of the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa for two (2) additional years to July 31, 2028, and to increase the per call cost by $1.00 from $23.00 to $24.00.

2. Authorized the City Manager and the City Clerk to execute the Amendment Number Three to Professional Services Agreement and future amendments to the agreement within the City Council's authorized limits.

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

PUBLIC HEARINGS:
(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation.
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
City Council continued the public hearing item to the June 16, 2026, meeting, pursuant to the applicant's request.

2. INTRODUCTION AND FIRST READING OF THE CITY OF COSTA MESA, CALIFORNIA ADDING CHAPTER IV, TRAP-NEUTER-RETURN, TO TITLE 3 OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH A TRAP-NEUTER-RETURN PROGRAM FOR COMMUNITY CATS

Presentation by Lt. Selinski.

Public Comments:

Cara Stewart spoke in support of the ordinance.

Speaker, spoke in support of the ordinance.

Angela Minjares spoke in support of the ordinance.

Speaker, spoke in support of the ordinance.

Speaker, spoke in support of the ordinance.

Dianne Edmundson spoke in support of the ordinance.

Debra Lee spoke in support of the ordinance.

Becca Walls spoke in support of the ordinance.

Speaker, spoke in support of the ordinance.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
City Council introduced for first reading Ordinance No. 2026-06 adding Title 3 Animal Regulations of the Costa Mesa Municipal Code 3-171 to establish and regulate a Trap-Neuter-Return (TNR) program for community cats within the City of Costa Mesa.

DRAFT

OLD BUSINESS:

1. ADOPTION OF ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO PUBLIC WORKS - DRAINAGE

Presentation by Mr. Yang, City Engineer.

Discussion ensued on the appeal process and streamlining procedures.

City Council recessed to a break at 7:43 p.m.

City Council reconvened at 7:51 p.m.

Ms. Hall Barlow, City Attorney, noted an error in the proposed ordinance and requested the item be continued to the May 5th City Council meeting for time to review and make the appropriate edits.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Continue the item to the May 5, 2026, meeting, pursuant to City Attorney Hall Barlow's request.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
City Council continued the item to the May 5, 2026, meeting, pursuant to City Attorney Hall Barlow's request.

NEW BUSINESS:

1. AMENDMENT NUMBER THREE TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR AMBULANCE SERVICES

Presentation by Fire Chief Pyle.

Public Comments: None.

Discussion ensued on reviewing the contract, administrative costs, history of performance measures, and future expected costs.

MOVED/SECOND: Mayor Stephens/Council Member Pettis
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
1. City Council approved Amendment Number Three to the Professional Services Agreement with Falck Mobile Health Corp (Previously known as Care Ambulance) to extend the term for the continuation of emergency ambulance operator and support services for two additional years from August 1, 2026 through July 31, 2028 for an amount not to exceed (NTE) $5,020,000, with all other terms and conditions to remain the same as outlined in Amendment Number Two.

2. Authorized a ten percent (10%) contingency in the amount of $502,000 for unforeseen costs.

3. Authorized the City Manager and the City Clerk to execute Amendment Number Three to the Professional Services Agreement and future amendments to the agreement within City Council authorized limits.

2. AWARD OF THE 2025-26 CITYWIDE ALLEY REHABILITATION PROJECT, CITY PROJECT NO. 25-17

Presentation by Mr. Wieske, Assistant City Engineer.

Public Comments:

Ralph Taboada, Costa Mesa, spoke on a complete assessment for all Capital Improvement Projects.

MOVED/SECOND: Council Member Gameros/Mayor Stephens
MOTION: Approve staff recommendation.

Council Member Reynolds spoke on voting no on the item as she supports incorporating green alleys into the design, and creating opportunities for permeability and water capture.

DRAFT

MOVED/SECOND: Council Member Gameros/Mayor Stephens
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: Council Member Reynolds.
Absent: None.
Abstain: None.
Motion carried: 6-1

ACTION:

1. City Council made a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.

2. Adopted plans, specifications, and working details for the 2025-26 Citywide Alley Rehabilitation Project, City Project No. 25-17.

3. Rejected the apparent low bid submitted by Diamond Construction & Design, 638 Camino De Los Mares, #H130-513, San Clemente, California 92673, as non-responsive.

4. Awarded a Public Works Agreement (PWA) for construction to the second lowest bidder to Kalban, Inc., 26450 Ruether Avenue #201, Santa Clarita, California 91350 in the amount of $1,131,951 and authorized an additional ten percent (10%) contingency in the amount of $113,195 as needed for any unforeseen costs related to this project.

5. Authorized the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 8:20 p.m.

DRAFT

Minutes adopted on this 19th day of May, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

File #: 26-267 **Meeting Date:** 5/19/2026

TITLE:

FACILITY USE AGREEMENT WITH THE AMERICAN RED CROSS

DEPARTMENT: **OFFICE OF EMERGENCY MANAGEMENT**

PRESENTED BY: **DELCIE HYNES, EMERGENCY SERVICES MGR.**

CONTACT INFORMATION: **DELCIE HYNES, EMERGENCY SERVICES MGR. 714-754-5189**

RECOMMENDATION:

Staff recommends City Council:

1. Approve the Facility Use Agreement with the American National Red Cross for use of City facilities during disaster-related activities at no cost (Attachment 1).

2. Approve the Pet Addendum to the Facility Use Agreement with the American National Red Cross to allow clients' pets in designated areas.

3. Authorize the City Manager, or designee, to execute both the Facility Use Agreement and Pet Addendum on behalf of the City to ensure ongoing cooperation and coordination of emergency disaster shelter and resources.

BACKGROUND:

In 1998, the City entered into a contract (1998 Contract) with the Orange County Chapter of the American Red Cross (Red Cross) to provide care and shelter in the event of a man-made or natural disaster impacting Costa Mesa residents and to support shelter preparedness efforts. Since that time, the Red Cross has provided free training to City staff, conducted facility site surveys, and been a key partner in planning and preparing for mass care and shelter operations in the community.

The existing contract allows the Red Cross to request access to City facilities (Balearic Community Center, Downtown Recreation Center, Costa Mesa Senior Center, and Norma Hertzog Community Center) for disaster-related activities such as shelter, service centers, storage, or parking. The City retains discretion over facility use.

The Red Cross no longer uses the contract format and has replaced it with a Facility Use Agreement. Like the prior 1998 Contract, the proposed Facility Use Agreement (Agreement) with the Red Cross establishes a framework for the Red Cross to request temporary use of the named City facilities (Attachment 2). Additionally, the Agreement continues to ensure that facility use is at the City's discretion and only activated upon Red Cross request during a disaster.

Further, the Pet Addendum was added to ensure compliance with California Senate Assembly Bill 781 (AB 781), which requires municipalities to designate a shelter location where household pets can be “accommodated” during a disaster.

ANALYSIS:

The Agreement term begins upon signing and ends 30 days after written notice by either party. The Red Cross has confirmed to staff that this Agreement will replace and supersede the provisions of the 1998 Contract.

The Agreement outlines responsibilities, including joint facility inspections before and after use to document conditions, and requires the Red Cross to exercise reasonable care and obtain written approval for any modifications. The Red Cross will designate a manager to oversee operations, while the City will appoint a Facility Coordinator to ensure coordination.

No fee will be charged for facility use during disaster operations, but the Red Cross will reimburse the City for damages (beyond reasonable wear and tear) and reasonable costs for custodial, food service, or utilities (water, gas, electricity, waste disposal) incurred due to its activities. For federally declared disasters, the City may seek reimbursement through the Federal Emergency Management Agency’s (FEMA) Public Assistance Category B program.

In accordance with AB 781, the Pet Addendum allows clients’ household pets, including service and assistance animals, in designated areas, with the Red Cross being responsible for pet welfare compliance through an Animal Welfare Organization. The City maintains the authority to determine which facility may accommodate pets and where pets may be allowed.

The Red Cross has entered into similar agreements with local jurisdiction partners, as well as the Newport-Mesa Unified School District, to ensure the timely offering of disaster services at facilities owned by other entities that may also support City residents.

Should the City Council authorize the City Manager or designee to execute the Agreement with the Red Cross, the Red Cross will be able to establish and offer shelter or other support at one of the named City facilities in a timely manner. If the City Council elects not to authorize execution of the Agreement in advance, it will delay shelter support to the community. The Red Cross will still respond when requested and available; however, a Facility Use Agreement will still be required prior to establishing services at the indicated location. Waiting until a disaster occurs will delay the provision of services to residents in need.

This Agreement strengthens the City’s emergency response capabilities by formalizing a partnership with the Red Cross, aligning with the City’s commitment to public safety and effective disaster management.

ALTERNATIVES:

The City Council could choose not to participate in the Agreement with the Red Cross, in which case the Red Cross would not be able to open a Red Cross Shelter at a City facility. In the event the City opens a shelter without the Red Cross, the City will assume all financial and legal responsibility. During a disaster or other emergency in which the City requires shelter assistance from the Red

Cross, they would require the Agreement be signed at that time which may delay shelter opening and establishment of services.

FISCAL REVIEW:

There is no fiscal impact to the City by entering into this Agreement with the Red Cross.

LEGAL REVIEW:

The City attorney's office has reviewed this report and the Agreement and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

Participating in the Facility Use Agreement with the Red Cross supports City Council's Goal to Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends City Council:

1. Approve the Facility Use Agreement with the American National Red Cross for use of City facilities during disaster-related activities at no cost.

2. Approve the Pet Addendum to the Facility Use Agreement with the American National Red Cross to allow clients' pets in designated areas.

3. Authorize the City Manager, or designee, to execute both the Facility Use Agreement and Pet Addendum on behalf of the City to ensure ongoing cooperation and coordination of emergency disaster shelter and resources.

American Red Cross

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Costa Mesa
Address	77 Fair Drive Costa Mesa, CA 92626
24-Hour Point of Contact Name and Title Work Phone Cell	Delcie Hynes Emergency Services Manager [redacted]
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	American Red Cross of Orange County
Chapter Address	600 Parkcenter Drive Santa Ana, California 92705
24-Hour Point of Contact Name and Title Work Phone Cell	Monica Ruzich Disaster Program Manager [redacted] (714) 481-5329 (office)
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility: See attached facility list.

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials _____

   b. The Red Cross will pay $___ per: _____ for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

City of Costa Mesa	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	By (Signature)
Cecilia Gallardo-Daly	
Name (Printed)	Name (Printed)
City Manager	
Title	Title
Date	Date

PET ADDENDUM TO FACILITY USE AGREEMENT

This Pet Addendum to Facility Use Agreement ("Addendum") is hereby annexed to and made a part of the Facility Use Agreement ("Agreement") having an effective date of _____, 20___, and entered into between City of Costa Mesa ("Owner") and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate under the laws of the United State (36 U.S.C. §§ 300101-300111 (2007) ("Red Cross"). Owner and Red Cross are each sometimes referred to herein as a "Party" and collectively, as "Parties", as the context requires. Capitalized terms used, but not defined herein have the meanings set forth in the "Agreement".

Owner hereby grants permission to the Red Cross to permit its clients while occupying a portion of the Premises ("Client") to keep only those pet(s) described below upon the terms and conditions in this Addendum. All pets are subject to the following general policies:

1. Clients' household pets, including assistance/therapy animals (each as defined by applicable law) are permitted to be kept on and in the area of the Facility designated on Exhibit A of this Addendum ("Pet Area"), or other areas (designated by Owner) in the building.

2. Clients' service and/or guide animals (as defined by applicable law) are permitted to be kept in the same area of the Facility as the Client.

3. At all times when a client's pet is outside the Pet Area, the pet must be secured by either a leash, or in a carrier or other container and restrained in such a way so as not to cause any damage to people or the Facility. Except for service and/or guide animals, no pet is permitted in any part of the Facility, other than the Pet Area, or other areas designated and approved by Owner.

4. Owner's personnel shall avoid physical contact with any pet and shall enter the Pet Area only accompanied by the Red Cross Representative (identified in the Agreement) or Animal Welfare Organization (AWO) providing care and/or support of the pet.

5. Red Cross agrees that it, acting through the AWO, shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the pets in compliance with all applicable laws and regulations, including but not limited to all state law and local ordinances regarding pet ownership and liability.

6. The Parties may execute and deliver this Addendum in counterparts.

7. Except as otherwise set forth in this Addendum, the terms of the Agreement remain in effect.

8. The term of this Addendum shall be coterminous with the term of the Agreement.

The Parties have executed and delivered this Addendum as of the Effective Date.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officers, have executed this Contract, which shall come into force as of the latest date of the signatures below.

OWNER	RED CROSS
Name: _____	The American National Red Cross
By: _____ Signature	By: _____ Signature
Print Name: Cecilia Gallardo-Daly	Print Name: Debbie Leahy
Title: City Manager	Title: Regional Disaster Officer

Exhibit A

Diagram of Pet Area (include location of pet waste disposal bins/areas)

As facility design and layouts may change over time, site diagrams will be determined at the time of use, if needed.

Red Cross Shelter Location
Costa Mesa Facility List

Facility Name	Address	Evacuation Capacity (20 sq ft per person)	Overnight Shelter Capactiy (40 sq ft per person)	Facility Owner
Norma Hertzog Community Center	1845 Park Ave. Costa Mesa, CA 92627	246	123	City of Costa Mesa
Downtown Recreation Center	1860 Anaheim Ave. Costa Mesa, CA 92627	330	165	City of Costa Mesa
Costa Mesa Senior Center	695 W. 19th St. Costa Mesa, CA 92627	131	75	City of Costa Mesa
Baleric Community Center	1975 Balearic Dr. Costa Mesa, CA 92626	144	72	City of Costa Mesa

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-271 **Meeting Date:** 5/19/2026

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR BULKY ITEM COLLECTION SERVICES AT DESIGNATED MULTI-FAMILY PROPERTIES

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754-5029

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) for the collection and disposal of abandoned bulky items in the City's rights-of-way to Ware Disposal Company, Inc., in an annual amount of $104,832 for an initial term of two (2) years, with an additional three (3) one-year renewal options.

2. Authorize the City Manager to execute the PSA and any future amendments to the agreement.

BACKGROUND:

High volumes of bulky items are illegally discarded and abandoned daily within and adjacent to the City's rights-of-way, contributing to health and safety concerns. In 2025, the monthly average of 12.41 tons of material, including but not limited to mattresses, appliances, electronic waste, and furniture, was abandoned in the public right-of-way. These conditions create significant liability for the City and have a negative impact on the surrounding neighborhood properties.

Since 2021, the City has contracted the services of Ware Disposal, a private waste hauler, to assist with the pickup and disposal of illegally discarded items, particularly in areas with a high concentration of multi-family properties. This current agreement with Ware Disposal will expire on June 30, 2026.

ANALYSIS:

On February 11, 2026, the City released a Request for Proposal (RFP) on PlanetBids for bulky item collection services in City Council districts 2, 4, and 5, which have historically been the areas most impacted by illegal dumping. The proposed PSA also includes an option to expand services to other areas.

Three (3) proposals were received to provide these services, and a summary of the bid results is included as Attachment 1. Proposals were screened for compliance with the City's RFP and evaluated based on the method of approach, qualifications, experience, staffing, and cost proposal. The evaluation committee, consisting of three members, evaluated the proposals individually and determined Ware Disposal, Inc. as the highest rated bidder.

As the current service provider, Ware Disposal, Inc. possesses a strong understanding of the City's service needs and owns and operates its own transfer and processing facility, Madison Materials in Santa Ana.

Therefore, staff recommends award of a PSA (Attachment 2) to Ware Disposal, Inc. for an initial two (2) year term with three (3) optional one-year renewal periods in a not to exceed amount of $104,832 annually. The initial term of this agreement will begin July 1, 2026, and end June 30, 2028.

ALTERNATIVES:

The City may consider re-issuing the RFP for Bulky Item Collection Services. However, this process is unlikely to obtain cost below that of Ware Disposal, Inc. Staff does not recommend this option.

FISCAL REVIEW:

Funding for the agreement is included in the proposed Fiscal Year 2026-27 Operating Budget in the General Fund (Fund 101), contingent upon City Council's approval and adoption of the next fiscal year budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PSA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goal:

- Maintain and enhance the City's infrastructure, facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

1. Award a PSA for the collection and disposal of abandoned bulky items in the City's rights-of-way to Ware Disposal Company, Inc., in an annual amount of $104,832 for an initial term of two (2) years, with an additional three (3) optional one-year renewal options.
2. Authorize the City Manager to execute the PSA and any future amendments to the agreement.

	Eval Committee Member #1	Eval Committee Member #2	Eval Committee Member #3	TOTAL	RFP FACILITATOR	TOTALS
20			**PROJECT APPROACH & METHODOLOGY**			
OC Luggers Inc	2	4	3	**9**		**180**
Robert's Waste & Recycling	3	4	4	**11**		**220**
Ware Disposal	4	4	4	**12**		**240**
40			**QUALIFICATIONS & EXPERIENCE OF THE FIRM**			
OC Luggers Inc	2	3	3	**8**		**320**
Robert's Waste & Recycling	2	4	4	**10**		**400**
Ware Disposal	5	5	4	**14**		**560**
30			**KEY PERSONNEL**			
OC Luggers Inc	2	3	3	**8**		**240**
Robert's Waste & Recycling	4	4	3	**11**		**330**
Ware Disposal	5	4	4	**13**		**390**
10			**COST**			
OC Luggers Inc					**4**	**40**
Robert's Waste & Recycling					**5**	**50**
Ware Disposal					**5**	**50**

PROPOSERS	SCORES	RANK
OC Luggers Inc	780	
Robert's Waste & Recycling	1000	
Ware Disposal	1240	

Notes: Based on the scores, WARE received the highest points.

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH WARE DISPOSAL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide abandoned bulky item collection services at designated properties in the City, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals (RFP No. 26-15), attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," (Option A) attached hereto and made a part of this Agreement. Contractor's annual compensation during the initial two-year term of this Agreement shall not exceed One Hundred Four Thousand Eight Hundred Thirty-One Dollars and Sixteen Cents ($104,831.16).

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such

Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1]-year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury

with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The 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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

WARE Disposal, Inc.
PO Box 1318
Santa Ana, CA 92702
Tel: (714) 664-0677
Attn: Brad Timmons

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5303
Attn: Kevin Gaxiola

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its

employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/Contractor's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq*.) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from

a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other Contractors for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Kevin Gaxiola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS (RFP No. 26-15)

REQUEST FOR PROPOSAL

FOR

BULKY ITEM COLLECTION SERVICES

RFP NO. 26-15

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on

February 11, 2026

REQUEST FOR PROPOSAL
FOR
BULKY ITEM COLLECTION SERVICE

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified public entity or private firm, to provide solid waste collection services. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Services Agreement, **Appendix C** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 2 years with 3 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $186.8 million and a total budget of $224 million for Fiscal Year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has an area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the Cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a "full-service city" providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

   If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of,

or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	**February 11, 2026**
Deadline for Written Questions	**February 19, 2026, at 11:00 a.m.**
Responses to Questions Posted	**February 26, 2026**
Proposals are Due	**March 5, 2026, by 2:00 p.m.**

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

   a. Proposing Contractors are expected to provide all vehicles, equipment, support services required to carry-out waste collection service in the manner and frequency required by the City. Proposing Contractors must be able to clearly demonstrate past performance for similar municipal, institutional, or commercial clients. At minimum Contractor must provide one (1) municipal or county reference for similar projects within the past five (5) years.
   b. Customer service and communication with City staff are a high priority in the City's selection criteria. Successful proposers will be able to demonstrate adequate staffing in this area, demonstrate focus to environmental sustainability and detail methodologies used to coordinate scheduling and response to City questions and concerns.
   c. Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste in both the State of California and the County of Orange. As a City services contract, this agreement and the services thereto are exempt from franchise fee requirements.
   d. The Contractor shall assign a project manager. This individual will serve as the main point of contact and someone who can be reached during normal working hours, or emergencies, and must be authorized to make decisions on matters pertaining to this contract to the City.
   e. The Proposer must disclose any pending or past claims, labor law violations, formal notices to cure, etc. within the last five (5) years. Failure to identify these may be grounds for rejection of proposal.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter,

Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

2. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

3. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

- **Personnel:** Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of everyone. Include a resume for each designated individual.

- **Financial Capacity:** The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.

- **Cost Proposal:** Proposers are required to use **Appendix B, Cost Proposal** and shall submit in a separate file. Pricing instructions shall be clearly defined to ensure that proposed costs can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms **Appendix D** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions

5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

- **Forms to Accompany Proposal: Appendix D** forms shall be attached at the end of the Proposal except for the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 5, 2026**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 19, 2026, at 11:00 A.M**. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on Planetbids.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit to the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion,

reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

    - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

    - **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project of Approach & Methodology ------- 20%**
2. **Qualifications & Experience of Firm ------- 40%**
3. **Personnel ---- 30%**
4. **Cost Proposal ----- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. **Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of April 6th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

   In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

   Following the conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for the award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

   Recommendation for the award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

   If prior to the contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP.
   - Submitting that Proposal to the City.
   - Negotiating with the City any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such a recommendation made to the City Council.

   If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix E**.

12. **Conditions to Agreement:** The selected Proposer will execute a Maintenance Services Agreement for Services with the City describing the Scope of Workl to be performed, the

schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix D**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK
FOR
BULKY ITEM COLLECTION SERVICES

Costa Mesa encompasses 16 square miles and has a population of about 112,000. Since its incorporation in 1953, Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with a robust local economy that generates tax revenues of about $100 million annually. A general law city, Costa Mesa has a council-manager form of government and staff of approximately 450 full-time employees.

The City has about 24,000 multi-family properties within its jurisdiction. Of that total, 10,000 are properties containing 4 units or less and Costa Mesa Sanitary District's hauler is responsible for serving these properties. The remainder of the multi-family properties are managed by the City and will be covered by the scope of services of this RFP.

The City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service to multi-family properties with 5 units or more. The City supports this service by collecting bulky goods and other items left in in the public Right-of-Way adjacent to multi-family properties. The extent of this service has grown beyond what City support should reasonably address.

The City is now requesting proposals from qualified solid waste management companies for the collection of abandoned bulky items in areas around commercial and multi-family properties **within City Council Districts 2, 4 and 5** (see Debris Retrieval Map) on a twice per week (Mondays and Fridays) **OR** a three times per week (Mondays, Wednesdays, and Fridays) schedule.

Scope of Work

Proposing Contractors are required 6 hours per-day service collecting abandoned items found in designated areas of City Council Districts 2, 4 and 5 (**Exhibit 1, Debris Retrieval Map**) and respond to City-generated work orders to collect abandoned items at other locations in the City. The contractor shall be on-site for six-hour duration on normal service days. The City prefers flat rate monthly pricing with no limits on weight or quantity. In some cases, City staff may request service to be added or reduced; thus, an hourly rate must be provided. The pricing provided assuming no limits on weight or quantity of material/items that are to be collected and disposed of.

- **Option A - Mondays and Fridays – 12 hours/week**
- **Option B - Mondays, Wednesdays, and Fridays – 18 hours/week**

Items to Collect

The requested abandoned bulky item collection service will remove the following:

- Appliances (large appliances including, but not limited to washers, dryers, refrigerators, water heaters and stoves). Electronic Items (TV's, lamps, and other large electronic items)

- Furniture (couches, sofa beds, futons, love seats, chairs, tables, etc.)
- Mattresses, Foundations, and Box Springs
- Carpet and Padding
- Long Loose Items (including lumber, window blinds, pipe, etc.)
- Miscellaneous (any other non-hazardous material whose size precludes convenient placement in that property's trash bin).

This program is not required to collect smaller items that have overflowed from a property's trash bin or litter around the enclosure area. That is the responsibility of the property owner and/or their contracted trash hauler. This program is not to collect any large items that have been placed in the designated trash bin for that property.

The contractor will be expected to photograph all items collected and reasonably assign a property address to those collections.

Billing and Reporting
The City is currently invoiced monthly for City Facility Solid Waste Services provided the preceding month. The City prefers a similar arrangement for this contract. Please provide a description of your billing procedures and the payment terms you require as part of your proposal.

In order to avoid unauthorized changes and ensure billing accuracy the City of Costa Mesa requires the following procedures:

1. Contractor must bill only the agreed upon flat monthly rate proposed, or alternate pricing system proposed and approved by the City.
2. The City prefers flat rate monthly pricing with no limits on weight or quantity. In addition, an hourly rate is required to be provided in the event additional services are requested by the City. The hourly rate provided should also include no limi
3. Contractor shall provide photographs of items collected, GPS proof of routing location route for each day, along with an approximate service address, as a justification of billings.
4. Contractor must provide the City with a designated contact person collection issues and for delivery of work-orders, and a designated individual to respond to any questions or concerns with billing.
5. Contractor must provide monthly reports that detail the number and type of bulky items collected in the preceding month. The Contractor must also provide a summary (in tons) of the amount of bulky item material disposed and diverted.
6. Contract shall attach weight tickets for all bulky items collected to monthly invoices.

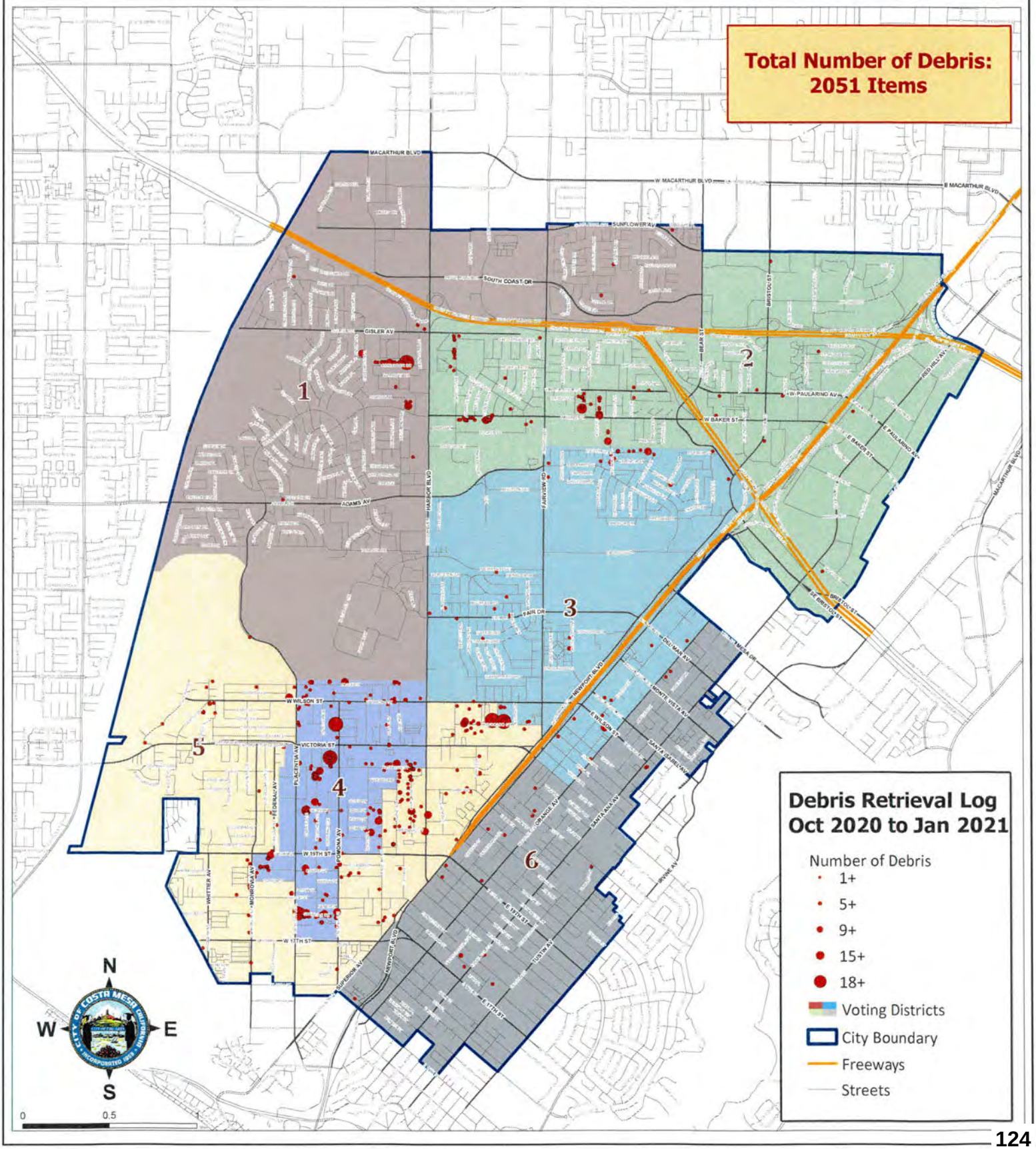
EXHIBIT 1

DEBRIS RETRIEVAL MAP

Costa Mesa
Information Technology Department

Debris Retrieval Map

with Voting Districts
October 2020 - January 2021



APPENDIX B

COST PROPOSAL
FOR
BULKY ITEM COLLECTION SERVICES

Provide hourly rates, along with a monthly service total, and annual total assuming service will be provided in as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Option A - Mondays and Fridays – Total 12 hours per week

Hourly Cost	$
Monthly Cost (assuming service outlined in the scope of work)	$
Total Annual Cost	$

Option B - Mondays, Wednesdays, and Fridays – Total of 18 hours per week

Hourly Cost	$
Monthly Cost (assuming service outlined in the scope of work)	$
Total Annual Cost	$

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

APPENDIX D

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

EXHIBIT B

CONTRACTOR'S PROPOSAL

REQUEST FOR PROPOSAL
for
ABANDONED BULKY ITEM COLLECTION SERVICE AT DESIGNATED MULTI-FAMILY PROPERTIES

City of Costa Mesa
Public Services Department
77 Fair Drive, 4th Floor
Costa Mesa, California 92626 6520

Presented by:

Ware Disposal, Inc.
PO Box 1318
Santa Ana, California 92702 1318
Jay Ware, General Manager
Telephone: 877 714 9273
Facsimile: 714 664 0696
e-mail: jay@waredisposal.com
www.waredisposal.com

March 4, 2026

WARE
DISPOSAL, INC.

March 4, 2026

City of Costa Mesa
Public Services Department
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

SUBJECT: Request for Proposal for Abandoned Bulky Item Collection Service at Designated Multi-Family Properties| Letter of Transmittal

To whom it may concern:

Please accept the proposal of Ware Disposal, Inc., (hereinafter referred to as Ware Disposal) to provide Abandoned Bulky Item Collection Service at Designated Multi-Family Properties for the City of Costa Mesa. Ware Disposal has read the RFP dated February 11, 2026 and herein provides its response. This response includes six (6) separate sections as identified in the table of contents (the previous page).

To summarize, our response includes information about our proposed *scope of work*, including the *methodology* to complete the scope in as efficient, effective, and superior manner as humanly possible; our *qualifications* honed over 50 years of service in Orange County; and our *personnel* who rank among the best in the business.

Salient proposal benefits include: 1) we're already a non-franchise hauler for the City and we have provided bulky item collection under this agreement for the past 5 years 2) we have faithfully serviced all City facilities for a number of years, 3) our collection fleet is fully converted to near low emission fuel, 4) our office and processing facility is less than 10 miles away from the community, 5) we've been an integral partner with the City in its biannual Neighbors for Neighbors clean up events each calendar year for the past decade, and 6) our pricing should make us the lowest responsible bid.

As requested, the individual authorized to make representations and to be our key contact is provided below, along with his title, mailing address, e-mail address, and fax and telephone numbers:

Jay Ware, General Manager
P.O. Box 1318 Santa Ana, California 92702
Tel. 877.714.9273 | Facsimile No.: 714.664.0696 | Email Address: jay@waredisposal.com

Finally, the terms and pricing of our proposal are firm for a period of 180 days.

In closing, we are confident we meet and exceed all the requirements detailed in the RFP. We look forward to providing exemplary collection and diversion services to the City for years to come. We invite you to visit us on any Internet-connected device at http://www.waredisposal.com/.

Environmentally yours,

Jay B Ware
Senior Vice President
enclosures

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4. Personnel 3-1

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6. Proposer Pricing Form 5-1

7. Bid Alternates 6-1

2. SCOPE OF WORK SUMMARY

Ware Disposal is pleased to submit its proposal to provide bulky item collection service at designated multi-family properties in the City of Costa Mesa. As a long-time service provider for many accounts in the City, as a faithful partner and contractor for clean-up events, and with years of service to City facilities, Ware Disposal stands ready to assist the City to reduce its costs while solving the abandoned bulky item issue facing the community.

The City has 23,839 multi-family units within its jurisdiction. Of that total, 9,970 are part of small duplex, triplexes and quadplexes containing 4 units or less and for which the Costa Mesa Sanitary District's hauler is responsible for servicing. The remainder of the multi-family units or about 14,000 are 5+ complexes on properties in areas managed by the City. These are the properties to be covered by the scope of services of the RFP.

We understand the City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service these multi-family properties but without the expected dividends. The servicing has apparently grown beyond what City feels its support should reasonably address. For the past several years, City staff has tried requiring periodic bulky item collection (twice per year) through the non-exclusive franchise. And, while the events are successful in their own way, they have provided no measurable reduction in the level of abandoned bulky items the City must collect.

As a result, Ware Disposal understands the City wishes to contract with a qualified service provider to do the following:

Collect abandoned bulky items in areas around commercial multi-family properties within City Council Districts 4 and 5 on a thrice-per-week schedule (i.e., Mondays, Wednesdays and Fridays), but excluding properties with 4 units or less within these two City Council Districts as they are served under the Costa Mesa Sanitary District franchise.

The winning contractor(s) are required to provide six (6) hours per-day service on the aforementioned Mondays, Wednesdays and Fridays (18 hours a week). Additionally, the winning bidder(s) will also respond to City-generated work orders covering other CDBG target areas outside District 4 and 5 in order to minimize the need for City crews to provide this service.

Finally, the winning bidder(s) will use a hierarchy for the processing of collected items that maximizes recycling and reuse to minimize use of local landfills; and they will provide monthly reports on number and type of items collected, along with the final disposition of this material (in tons).

The Section 3 specifies our scope of work, our methodology, and anticipated outcomes as enumerated in the summary above.

3. WORK PLAN

Ware Disposal provides the following per the requirements of the RFP dated February 11, 2026:

3-1) An implementation plan that describes in detail (i) the methods, including controls, by which Ware Disposal manages the quality of work of the type sought by this RFP; (ii) Ware Disposal's safety program; and (iii) Ware Disposal's management or implementation strategies or techniques that it intends to employ in carrying out the Scope of Work to maximize cost effectiveness.

Ware Disposal proposes to provide its expert services for the overall collection of abandoned bulky items in areas around commercial multi-family properties within City Council Districts 4 and 5 on a thrice-per-week schedule (Mondays, Wednesdays and Fridays). Ware Disposal will provide at least six (6) hours per-day service on Mondays, Wednesdays and Fridays every week (18 hours a week). Ware Disposal will also respond to City-generated work orders covering other CDBG target areas outside District 4 and 5; in effect, to minimize the need for City crews to provide this service.

The specific work consists of three (3) distinct collection tasks, one (1) processing task, and one (1) reporting task which we list below in our implementation plan.

Here's a short video clip of Ware Disposal Inc. in action:

https://youtu.be/K_8HTh3VVD8

Implementation

Task 1 Ware Disposal will collect bulky items in alleyways and streets adjacent to multi-family properties currently receiving bin service by a non-exclusive franchised hauler, and located within City Council Districts 4 and 5. Ware Disposal will create a route system to assure that every area is patrolled daily or on the assigned days each week.

Task 2 Ware Disposal will collect any bulky items left adjacent to or blocking trash bin enclosures at these same properties. This task activity will be conducted at the same time as Task 1 collection.

Task 3 Ware Disposal will collect any abandoned bulky items located in the rest of the City's commercial franchise area in all CDBG Target Areas in the City via City-generated work orders. Upon receipt of City-generated work orders, Ware Disposal will dispatch a vehicle to collect the abandoned bulky items at the earliest opportune time.

Task 4 After collection, Ware Disposal will use a hierarchy for the processing of collected items that maximizes recycling and reuse to minimize use of local landfills. All abandoned items will be delivered to Ware Disposal's own MRF, Madison Materials. The item(s) will be catalogued and their appropriate management determined by our expert processing staff. If items can be safely

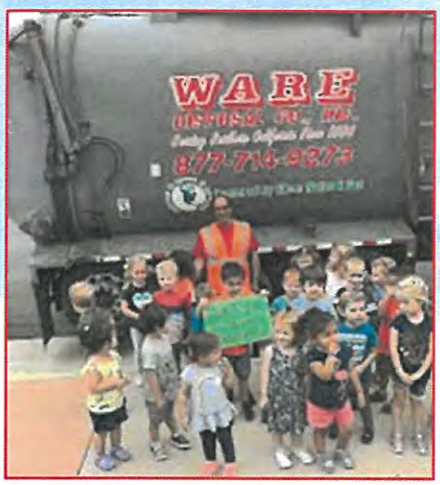
processed in our line, they will be. If not, we will contract with a specialty company for their safe disposition. At all times, Ware Disposal adheres to the following hierarchy:

- Reuse materials as they are (where energy efficiency is not compromised)
- Disassemble materials for reuse or recycling
- Recycle
- Disposal (landfill)

Task 5 Ware Disposal will provide monthly reports on number and type of items collected, along with the final disposition of this material (in tons).

Safety Program

Insofar as ***safety*** is concerned, Ware Disposal has over 250 vehicles on the road every day. We must constantly strive for the protection of our customers, their communities in which they are located, the environment and our employees. We actively pursue policies that will produce the safest working environment possible. Our safety program is perhaps the most important aspect of our entire operations, since even one accident is intolerable. All Ware Disposal employees receive safety training appropriate for their positions within the company and participate in regular refresher courses when needed. We have safety committees comprising employees and management to examine all aspects of our operation to recommend ways we can increase the safety of our work venues, etc. As a demonstration of our commitment to safety, Ware Disposal Inc. has passed our last three CHP BIT inspections.









Cost Effectiveness

Ware Disposal is concerned about cost since it greatly impacts our triple bottom line - people, planet and prosperity. As stated in the RFP, the City is likewise concerned about cost:

> The City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service to multi-family properties with 5 units or more. The City supports this service by collecting bulky goods and other items left in in the public Right-of-Way adjacent to multi-family properties. The extent of this service has grown beyond what City support should reasonably address. For the past several years, City staff has tried requiring periodic bulky item collection (twice per year) through the non-exclusive franchise. This has provided no measurable reduction in the level of abandoned bulky items the City must collect.

A competitive bidding process will result in the lowest responsible bid. And Ware Disposal believes its bid is both fair and equitable. Plus, Ware Disposal currently services many apartment premises and has a conveniently located MRF, Madison Materials, just 10 miles away (and just a few minutes' drive during non-peak traffic times). This will allow Ware Disposal to maintain it low prices and provide superior service with its minuteman philosophy: we stand ready to serve at a moment's notice! We'll be able to serve nearly all City requests the same day. And we will provide

the community the level of commitment that we've demonstrated to all our customers be they private or public sector.

There are additional reasons that Ware Disposal is able to provide the City with efficient, effective and low-cost service:

- Our trucks are located and maintained in Orange County
- Our MRF is fitted with the latest state-of-the-art technology (we spent over $2 million in upgrades just a couple of years ago)
- Our phone system is always answered by a live operator
- Our people are simply the best and will do everything humanly possible to satisfy our most stringent customer demands promptly

Our business was established on prompt customer service, and it has maintained this local neighborly manner as one of the longest service family businesses in Southern California. We may have grown to nearly $50 million per year, but our attitude is always *every customer counts*!

Ware Disposal states its availability to commence work within thirty (30) days of award of the City of Costa Mesa's contract.

3-2) An explanation of the efforts that Ware Disposal would undertake to maintain effective communication with the City.

Ware Disposal is the current city facility services contractor and is more than familiar with the City of Costa Mesa's invoicing and communications procedures as it maintains close and frequent communications with City staff and its consultants.

Ware Disposal has also participated as an integral partner with the City of Costa Mesa in its biannual Neighbors for Neighbors clean up events in April and September each calendar year. Ware Disposal has participated in the event for the past decade.

4. PERSONNEL

Our key personnel are mostly stationed at Ware Disposal's corporate offices at 1035 E. 4th Street, Santa Ana, California; the site of our vertically integrated processing and transfer station named Madison Materials. Support personnel and collection vehicles are located at our Fullerton corporate yard. The capsule descriptions of key personnel begin with our President and CEO, Judith H. Ware.

JUDITH HELAINE WARE
President/CEO

Judith Helaine Ware has been the President and CEO of Ware Disposal Co., Inc. since the mid-1980s and the CFO of the Company since its inception in 1968. She understands accounting principles utilized by large-scale CPA firms to produce the Company's financials and to adhere to generally accepted accounting principles. She develops the Company's overall corporate strategy and deals with financing/leasing companies in securing the requisite financing of capital equipment.



Ms. Ware has participated in many seminars and conferences in the state and municipalities' attempt to develop permanent solutions in meeting their requirements under AB 939, the State of California's Integrated Waste Management Act of 1989. Her participation in a number of these seminars led several municipalities to implement construction and demolition and green waste programs to capture additional diversion. She has 45 years of experience, possessing extensive knowledge of the solid waste and recycling industry.

While managing the Company, she is also highly active in civic affairs and sits on a number of corporate/non-profit boards, including the California Women's Leadership Association, The Boys and Girls Club of Santa Ana, The Raise Foundation, the Orange County Marathon and the Orange County Taxpayer's Association. She is a community partner, like the rest of the Company, and has been happily married since 1968. She has one son (the Company's General Manager) and a daughter.

JAY WARE
General Manager (Primary Contact)

He began his career in the industry by driving routes and signing up customers. He attended the Solid Waste Association of North America's Construction and Demolition course in Salt Lake City in July 2001; the first time the course had ever been offered by SWANA. He was a panelist on construction and demolition facility operations for the California Resource Recovery Association's Construction and Demolition Council at the City of San Diego on 27 February 2003,

and currently is an executive member of the organization's Construction and Demolition Council (CDC). Lastly, he is a current board member of the California Waste and Recycling Association (CWRA). The CWRA is made up of solid waste haulers, recyclers, facility owners and operators, and Associate members whose goods and services support small haulers and recyclers.



Mr. Ware has had an instrumental role in the tremendous growth at Ware Disposal over the last decade. Through his leadership, Ware Disposal now has nearly all of its collection vehicles running on compressed natural gas (CNG), as well as having the average age of the fleet at no older than four (4) years. Ultimately, it is his goal to have Ware Disposal's entire fleet run on CNG fuel.

Mr. Ware has been instrumental in developing and implementing the firm's state-of-the-art diversion systems including its A:B routing system, curbside recycling programs, its C&D debris recycling system, and, most recently, its organics recycling facility.

He will be the point person as part of the transition from the previous service provider. He has coordinated several previous service transitions from previous providers, including City of Los Angeles Southeast Zero Waste Franchise Zone, City of Monterey Park, Lennox GDD and East Charter Oak areas for the County of Los Angeles, the City of Laguna Woods, Orange County permit area number 5, the Irvine Company, and several school districts across Los Angeles and Orange Counties.

He is a graduate of the University of Southern California (USC) with concentrations in business administration and communications in 1992.

MICHAEL SHAFFER

Chief Financial Officer

Michael Shaffer possesses more than 15 years of progressively responsible experience managing accounting and finance functions for companies in a variety of industries. Mr. Shaffer has led accounting groups at both large Fortune 500 companies as well as small early-stage growth enterprises. Among his significant previous positions, Mr. Shaffer served as Vice President of Administration and CFO of Nakoma Group, a California-based management consulting firm specializing in Oracle-based ERP system implementations and upgrades. He was the Finance Director (Division Controller) for Endeavors Technology, a US subsidiary of publicly traded UK firm, Tadpole Technology. Prior to his years with Endeavors, Mr. Shaffer held various accounting-related roles at the Fortune 500 energy services firm, Sempra Energy (NYSE:SRE).



BEN MARLON WARE
Vice President/Secretary of the Board

Ben Ware is an original founder of Ware Disposal, and he possesses 51 years of experience in the solid waste and recycling industry. He has a full understanding of managing the daily operations of a large-scale truck fleet and oversees the dispatch operations for the Company. He also possesses over 45 years of mechanical experience. When he established the Company in 1968, he began collecting recyclable material and prevented it from being landfilled well before AB 939 was passed in 1989.

Mr. Ware has undertaken the management of franchise transition, a characteristic that will assist the Company well during the transition from the previous service provider to Ware Disposal (if selected). His role will be that of the Senior Technical Relations Coordinator and to coordinate special projects during the transition from the previous service provider to the new provider.

JASON BRYCE RUSH
Legislative Director, Public Relations and Recycling Coordinator

Jason Bryce Rush is the Legislative Affairs Director and Corporate Recycling Coordinator for Ware Disposal, a position he has held for more than 16 years. He joined Ware Disposal after working for two (2) years as an environmental policy analyst in the California State Assembly. His understanding of environmental rules and regulations and the governmental process is extensive.

Mr. Rush has attended numerous seminars/conferences to the solid waste and recycling industries allowing him to remain well versed on technologies, regulations, and business strategies related to recycling, and zero waste management systems. His specialty with business accounts and local municipalities has been "performance auditing," a process by which he analyzes an existing waste management program and waste supply, and then integrates this information with existing and potential demand (domestic and foreign recycling markets). This process can easily optimize services to reduce a client's overall disposal costs and increase recycling.

REETANJALLI RAJ
Accounts Payable

Ms. Reeta Raj is Ware Disposal's accounts payable clerk. Previously, she worked for the Charles Krishna Tax and Accounting service as an Accounts Clerk for three years. Additionally, she has worked for Punjas Ltd. in the Fiji Islands as an Accounts Payable Supervisor for two years prior to emigrating to the United States of America. Ms. Raj possesses a BS in Accounting and Information Systems from the University of the South Pacific, Fiji Islands.

BRAD TIMMONS

Operations Management Specialist (Route Manager)

Brad Timmons has over 20 years of experience in the solid waste and recycling industries. He possesses many years of practical experience in single-family and multi-family residential and commercial MSW collection and routing. Brad is also an accomplished public relations manager. He will assist the Company and the Client in the following ways:

Routing—He will confirm routing the entire residential and nonresidential sectors of the City, with the Client's approval, while ensuring minimal disruption to the customers' current service frequency. This assumes no change initially but perhaps later as we identify ways to enhance or improve collection and resource recovery efficiency.

Marketing—He will assist the Company in targeting key franchise areas to increase participation in recycling/diversion programs (e.g., the multi-family and commercial sectors) so that the Client maintains its overall AB 939/AB 341 obligations, and we meet our diversion obligations for what is collected by Ware Disposal.

Developing recycling programs—He will utilize his 20 years of industry experience to assist in the implementation of specific recycling and diversion programs for the Client's commercial sector and ensure that they ultimately become highly successful.

FRANK TORRES

Senior Operations Manager –Madison Materials

Frank Torres is the Operations Manager at Madison Materials. He possesses an extensive background in the trucking and solid waste industry with five (5) years of supervision responsibilities. For over 15 years, he was the Operations Manager for American West Trucking in Anaheim, California, where he supervised approximately 60 employees and managed the day-to-day operations of maintaining the Department of Transportation logs, supervised the dispatch operations and other affiliated personnel. Because of that position, he possesses the necessary experience and training for operating equipment like forklifts, wheel loaders and excavators.

Mr. Torres has the responsibility at Ware Disposal's Madison Materials Resource Recovery facility to market the processed recyclable products, so they are returned back to the end-user marketplace. Annually, he successfully markets over 100,000 tons of recyclable materials (processing over 150,000 per annum at Madison Materials), including finding new markets for green waste and construction and demolition fines for beneficial reuse. He also has the responsibility of developing and maintaining the facility's safety policies, managing the facility's 50+ employees, supervising the mechanics, providing the necessary incentive for workers on the sort line to increase productivity, and identifying methods to improve the quality of the overall product.

HARRY HOSHIMA

Senior Operations Manager – Residential

Harry Hoshima has been the Senior Operations Manager for Ware Disposal for the past twelve (12) years. Prior to becoming the Senior Operations Manager, he was Ware Disposal's chief mechanic, and got his entry into the firm as a driver for the Company. He will be one of the lead individuals to ensure a smooth transition in dealing with the alternative fuel technology.

Mr. Hoshimna has assisted the Company in making the Company's routes more efficient and was the leading force for implementing a GPS system in all Company's trucks in 2002. He will assist the Company to locate and place all of the commercial containers for the Client's residential, commercial, industrial, and multi-family customers. Mr. Hoshima will also be one of the key individuals involved in recruiting and training new drivers and service staff.

JOSE CHAVEZ

Project Coordinator/Human Resources

Jose Chavez represents Ware Disposal Inc. has the Project Coordinator/Human Resources since 2015. Currently, he possesses two years of industry experience. Previously, he worked at Pat Kimmel Development as a Construction Administration Official including payroll, human resources, processing change and purchase orders, invoicing and subcontractor management. Prior to that, he worked in operations management for CNC New Inc., DG Performance Inc., Full of Scrap and J Tech over the last twenty years handling much of the same job tasks. He remains well versed in DOT and CHP regulations, union CBAs and other human resource issues confronting California and the nation. Jose remains fluent in Spanish, like most of our valued staff. He enjoys participating with his children in their various athletic competitions.

YOLANDA MORA

Accountant and Billing, Residential Customer Service Manager

Yolanda Mora is responsible for Ware Disposal's financial reporting and other fiscal matters on the subject contract. She has six (6) years of supervision experience and an extensive background in accounting and finance and management information systems, resulting in significant improvements in cost reporting and controls. Before joining Ware Disposal, she worked for manufacturing companies in Orange and Los Angeles County. Ms. Mora will assist the General Manager and the CFO to assure that the services provided are cost-efficient and sustainable. Ms. Mora has a diploma from the Southern California Institute of Technology in computer sciences.

Working for Ware Disposal in Accounts Receivables, Ms. Mora incorporates that same personalized approach with the residents. She manages the Los Angeles County Residential Customer Service for East charter Oaks/ Foothill/ Ramona/ Spadra communities. She handles the customer requests, billing, collections, customer call logs, and creates the quarterly recycling newsletters that communicate important information to promote awareness about recycling in

their communities. She also assists with commercial customer needs or wherever else she is needed.

JOSE LAZARO

Customer Service Relations Manager

Jose Lazaro is the Customer Service Relations Manager at Ware Disposal, with six (6) years of supervision experience. Mr. Lazaro is responsible for assuring that all customer requests and complaints are handled quickly and in a responsive manner. It is the duty and objective of Mr. Lazaro and Ware Disposal to provide the residents and businesses with a 100% satisfaction "guarantee." He possesses over 15 years in customer service and large account management. His experience includes accounting/financial management, retail management and construction/inspection management. He will be responsible for supervising all customer relations with the public and businesses in the County. He will directly supervise all Customer Service Representatives (CSRs) involved with the transition and ongoing public relations.

As the Customer Service Relations Manager for Ware Disposal, Mr. Lazaro has maintained multiple large volume accounts over the past three years. His customer service skills have created positive relations with the company's clients and seek to provide the best possible service at all times. Mr. Lazaro has implemented organizational management tools to promote an accurate and consistent system. He assists in educating and implementing Ware Disposal's recycling programs so the Company's clients are aware of any current state and/or local government measures and/or programs. He possesses superior knowledge of operations as it relates to the solid waste industry.

Management and Operation Staff Time Committed to City

Judith Helaine Ware, President and Chief Executive Officer, will be the individual who has the responsibility for the Company's records as it relates to the franchise contract administration. She will dedicate 5% of her time overall, and about 10% during the transition.

Jay Ware, General Manager, will have overall responsibility for the franchise contract, including managing customer service and billing. He will dedicate up to 15% of his time to the project overall, and 40% during the transition.

Brad Timmons, Operations Management Specialist, will be the individual who has the responsibility for implementing the Company's operational plan. He will dedicate up to 25% of his time overall, and 50% during the transition.

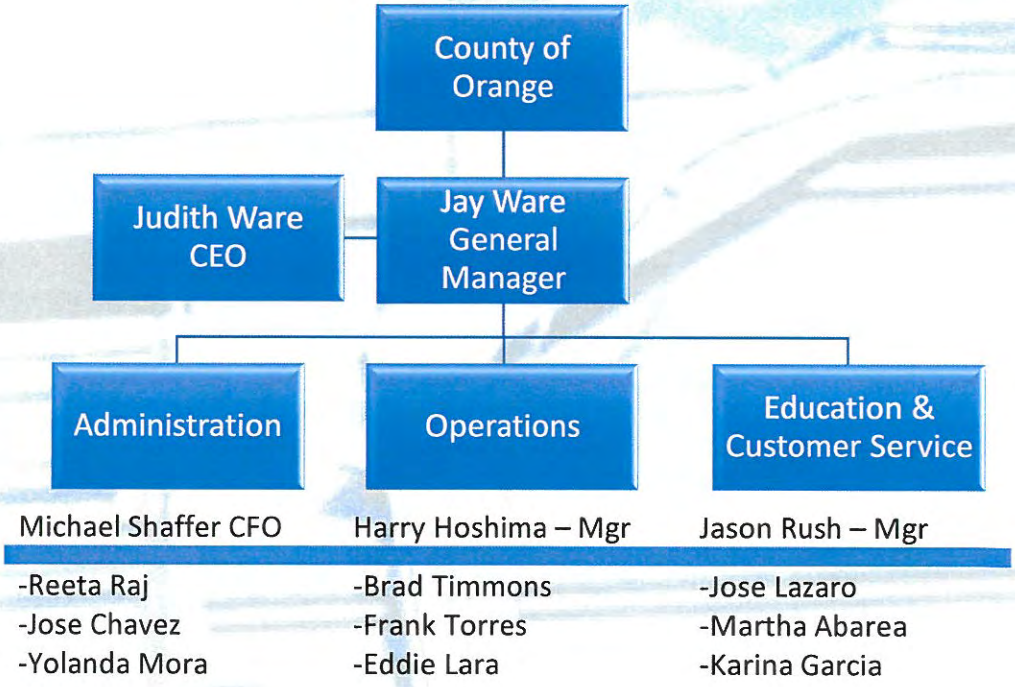
Harry Hoshima & **Frank Torres**, Senior Operations Managers, together will share the responsibility for supervising the Company's collection operations. Together, they will dedicate up to 20% of their time overall, and 40% during the transition.

Jose Lazaro, Customer Relations Manager, will have the responsibility for assuring residential and nonresidential customer satisfaction. Mr. Lazaro will supervise all Customer Service

Representatives (CSRs) who will answer phone calls and ensure that Ware Disposal exceeds the customer service requirements of the trash and recycling contract. He will dedicate up to 20% of his time overall, and 75% of his time during the transition.

Jason Bryce Rush, Legislative Director, will be the individual to serve as the liaison between the Client and the Company and will coordinate public education activities until the time that our firm's dedicated Recycling Coordinator is hired and fully trained. Mr. Rush will direct all appropriate public outreach described. He will dedicate up to 20% of his time overall, and 75% during the transition.

Overall Management Structure



5. QUALIFICATIONS

We provide herein the required information regarding Ware Disposal, Inc. (Ware Disposal) as the sole proposing entity. Ware Disposal provides its *solemn corporate guarantee* that all services will be performed satisfactorily in accordance with the Franchise Agreement, and that all information submitted is true and accurate as of March 4 , 2026.

Our firm's legal name is Ware Disposal, Inc., and it is referred to within this document as Ware Disposal. The firm was founded in 1968, and legally incorporated as a corporation in the State of California on June 14, 1982. The firm has been operating for over 50 plus years since its establishment in 1968.

Judith Helaine Ware and Ben Marlon Ware are the owners/stockholders of Ware Disposal with greater than 10 percent of the company's equity. The same applies to Madison Materials, the company's processing and transfer station. Our authorized personnel are identified below:

President/CEO:	Judith Helaine Ware
Vice President/Secretary:	Ben Marlon Ware
General Manager:	Jay Ware
Chief Financial Officer:	Michael Shaffer
Authorized Individuals:	Judith Helaine Ware and Jay Ware (Key Contact)
Key Contact Information:	Jay Ware / Ware Disposal P.O. Box 1318 Santa Ana, California 92702 Tel. 877 714 9273 / jay@waredisposal.com

Ware Disposal's corporate headquarters is located at 1035 E. 4th St., Santa Ana, CA 92701. This is also the location of the closest facilities to the City of Costa Mesa.

In the following, we provide a summary of our residential and commercial operations experience in collection, diversion, and disposal.

Residential Cart Service—Ware Disposal has the privilege to provide three-cart residential service in the single-family residential sector in several communities in Southern California. Our company currently serves about 24,000 residential units (e.g., single-family homes, townhomes,

condos, and trailers) with 2- or 3-cart refuse and source-separated recycling and organics services.

We are proud to be an existing exclusive franchise residential hauler in three (3) Los Angeles County unincorporated areas -- South Whittier, Lennox GDD, and East Charter Oak – serving more than 20,000 single-family residences in just those three (3) areas alone. We provide automated three-cart services for refuse, recycling and green waste collection using CNG-powered vehicles. We also provide residential service under an exclusive franchise for the Orange County Waste and Recycling Permit Area No. 5, El Modena Section, which commenced 1 July 2007. We collect trash, single-stream recycling, and green/organic materials using side-loading trucks and color-coded automated carts.

Commercial Bin Service—Ware Disposal has provided commercial bin service to customers across Southern California in both exclusive (e.g., City of Los Angeles) and nonexclusive environments (i.e., several Los Angeles and Orange Counties cities). We fully understand the nature and composition of the commercial waste stream. Ware Disposal has the required expertise to maximize the recoverability of many materials that comprise that waste stream and prevent it from being landfilled.

Roll-Off, Compactor and Temporary Service – Ware Disposal has provided roll off, compactor and temporary collection services from Los Angeles to San Diego over the last five decades, and many experts regard Ware Disposal as an industry leader in this service area. Ware Disposal has the required expertise to maximize the recoverability of construction and demolition debris and prevent them from being landfilled. More information can be obtained at our website:

http://www.waredisposal.com/services/roll-off-services/
http://www.waredisposal.com/madison-facility/

Diversion Experience – Ware Disposal has long advocated the triple bottom line – people, planet and profits – and provided recycling services to our client base years before the advent of AB 939, the Integrated Waste Management Act of 1989. Typically, our Company sets a minimum goal of 55% diversion minimum goal for commercial sector materials, aiming for 75% and beyond. Our clean MRF in Santa Ana -- Madison Materials -- processes nearly 350,000 tons per year; and it has a 63% utilization rate -- three (3) times the industry average facility usage rate in So Cal – with an official facility diversion rate is 70%. In the residential sector, we aim for 50% diversion; and in spite of the recent recycling downturn, our franchise areas are averaging in excess of 40% diversion.

More recently, we are working to add new systems to provide high diversion rates for organics recycling. We have focused on a processing system to produce a slurry perfect for low temperature anaerobic digestion with our partners to create renewable natural gas (RNG) and compostable solids with virtually nothing going to landfill.

Overall Municipal Franchise and Contract Experience – In the tables on the following pages, we identify the names of all the public agencies in Southern California where we currently provide service. The information includes service types (e.g., exclusive and nonexclusive service, residential and commercial, etc.), equipment used, and contractual arrangements.

Services include either limited or full-service bulky item pickup as indicated. Full-service means any and all bulky items must be collected under contract with both bi-annual events and curbside and/or alley collection.

We also serve twenty eight (28) school districts, two (2) community college districts and California State University Los Angeles in Southern California via exclusive contracts. We list these below in a tabular format with districts in LA County listed first.

School District	Services
El Segundo Unified School District	Commercial bin & roll off
Inglewood Unified School District	Commercial bin & roll off
Lennox Unified School District	Commercial bin & roll off
Rowland Heights Unified School District	Commercial bin & roll off
El Rancho Unified School District	Commercial bin & roll off
El Monte Unified School District	Commercial bin & roll off
Norwalk La Mirada Unified School District	Commercial bin & roll off
Walnut Unified School District	Commercial bin & roll off
Garvey School District	Commercial bin & roll off
Pomona Unified School District	Commercial bin & roll off
Saddleback Valley Unified School District	Commercial bin & roll off
Westminster Unified School District	Commercial bin & roll off
Los Alamitos Unified School District	Commercial bin & roll off
Buena Park Unified School District	Commercial bin & roll off
Centralia School District	Commercial bin & roll off
Magnolia School District	Commercial bin & roll off
Tustin Unified School District	Commercial bin & roll off
Newport –Mesa Unified School District	Commercial bin & roll off
Irvine Unified School District	Commercial bin & roll off
Central School District	Commercial bin & roll off
Little Lake School District	Commercial bin & roll off
Lowell Joint School District	Commercial bin & roll off
Ontario-Montclair Unified School District	Commercial bin & roll off
Upland Unified School District	Commercial bin & roll off
Corona Norco Unified School District	Commercial bin & roll off
Chino Valley Unified School District	Commercial bin & roll off
Cypress School District	Commercial bin & roll off
Santa Ana Unified School District	Commercial bin & roll off
North Orange County Community College District	Commercial bin & roll off

South Orange County Community College District	Commercial bin & roll off
Rancho Santiago Community College District	Commercial bin & roll off
California State University, Los Angeles	Commercial Cart, bin & roll off

*Please note we provide cart collection services for food waste at all school districts listed above.

We provide below several detailed references for current municipal customers with services most similar to those requested in this RFP. References include the following information:

- The name of the jurisdiction
- Time period during which proposer provided service to the jurisdiction
- The type of customers served (e.g., residential cart, commercial bin, and/or roll-off box)
- The services performed (e.g., refuse collection, recyclable materials collection or green waste collection)
- Residential collection methods (e.g., manual or automated)
- Whether the services were exclusively or non-exclusively provided in the jurisdiction by the proposer
- The name, address and telephone number of the jurisdiction representative responsible for administering the contract

COUNTY OF LOS ANGELES (2008-PRESENT)

The County of Los Angeles's Board of Supervisors on 20 November 2007 selected Ware Disposal after a rigorous competition to become the exclusive residential integrated solid waste management provider to the East Charter Oak and South Whittier franchise areas, along with the Lennox Garbage Disposal District near LAX. The franchise was for a total of 10 years including three (3) one-year extensions. The franchise was extended after another competitive bidding process for an additional (up to) 10 years' time period.

Residential service includes automated, three-cart residential collection for 3,610 unit in East Charter Oak, 13,650 in South Whittier, 2,313 in Lennox (along with 197 MFU and 120 businesses). The Department of Public Works selected the cart colors for use in the franchise area. Ware Disposal provides collection with a fully alternative fueled fleet. Furthermore, Ware Disposal also offers residents complimentary SHARPS and used motor oil collection as a significant program enhancement.

Ware Disposal was able to accomplish the service transition to the franchise area in a three-week window to reduce the amount of potential confusion to residents during the transition period. There were some alterations to collection days to accommodate the street sweeping schedule.

Ware Disposal provides quarterly newsletters to the East Charter Oak residents as well as customers in Monterey Park, San Gabriel Valley, and La Habra Heights. All public education documents are bilingual (English and Spanish and in Chinese as well.

It should be noted that the average diversion rate for collected materials for East Charter Oak is above 50%. In should be noted that Ware Disposal exceeds the current diversion rate for all of the County of Los Angeles franchise communities in the immediate area including Bassett/Valinda/South San Jose Hills (31%), South San Gabriel (31%), Citrus/Charter Oak/Ramona (37%), Rowland Heights (40%) and West Whittier (38%).

Ware Disposal's Diversion Rates[1]

Year	East Charter Oak	South Whittier
2008	50.5%	
2009	55.4%	
2010	50.9%	
2011	52.6%	
2012	53.6%	
2013	53.4%	
2014	53.4%	
2015	52.1%	
2016	51.2%	
2017	45.7%	
2018	45.0%	37.06%
2019	40.80%	29.26%
2020	31.56%	28.27%

1. The diversion rate for California as a whole was 40% in 2018, representing the 6th consecutive year that the official statewide diversion rate declined. In large part, this was due to poor markets which affected all recycling sectors in the US. Our comparatively high rate stands as a testament to the excellent marketing by Ware Disposal.

Contact name and number for the contract administrator is:

Mr. Steve Milewski
Management Specialist I
County of Los Angeles, Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803 1331
626 458 3573
smilewski@dpw.lacounty.gov

CITY OF COSTA MESA (1968-PRESENT)

Ware Disposal provides all levels of solid waste and recycling services to the City of Costa Mesa. Under the City's integrated solid waste management program, Ware Disposal is only one of four full-service providers able to provide services citywide. Ware Disposal utilizes a front-loader system for all standard 2-, 3-, 4- and 6-yard bin customers and a roll-off and compactor system for all industrial customers. This includes solid waste and recycling services to the multi-family and apartment sectors in the City of Costa Mesa. Ware Disposal is the current City Hall and City Facilities service provider for the past decade.

Ware Disposal has participated in a number of neighborhood clean-up efforts throughout the better part of the last decade, the latest being the Neighbors for Neighbors event in September. For each of the neighborhood clean-up efforts in which Ware Disposal participates, the Company donates a minimum of two (2) forty-yard roll-offs and upwards of ten (10) portable toilets in an effort to beautify the City of Costa Mesa.

- Dates of service—1968 to present.
- Approximate tonnage handled per annum: 34,339

The contract administrator for the City of Costa Mesa is as follows:

Ms. Robert Staples
Management Analyst
City of Costa Mesa
PO Box 1200
Costa Mesa, California 92628-1200
714 754 5024
robert.staples@costamesaca.gov

CITY OF IRVINE (1968-PRESENT)

Ware Disposal was one of the two original solid waste and recycling haulers operating in the City of Irvine since its incorporation in 1971. Ware Disposal provides all levels of solid waste and recycling services to the City. Ware Disposal utilizes a front-loader system for all bin-served customers, and a roll-off and compactor system for all industrial customers. Ware Disposal also offers a number of C&D recycling programs for all customers, especially increasing the recyclability of construction and demolition debris and green waste generated. Under the nonexclusive franchise agreement with the City of Irvine, Ware Disposal has delivered 90% of all the material it collects to Madison Materials for appropriate processing.

- Dates of service—1971 to present.

- Approximate tonnage handled per annum: 24,571

The contract administrator for the City of Irvine is as follows:

Mr. Ryan Tenney, Senior Management Analyst
City of Irvine
1 Civic Center Plaza, Irvine, California 92623-9575
949 724-6379
rtenney@ci.irvine.ca.us

CITY OF NEWPORT BEACH (1968-PRESENT)

Ware Disposal has been providing solid waste and recycling service to the City of Newport Beach for over two decades. Ware Disposal provides all levels of solid waste and recycling services to the City of Newport Beach. Ware utilizes a front-loader system for all bin-served customers and a roll-off and compactor system for all industrial customers. Ware Disposal offers a number of recycling programs for all customers in the City, especially increasing the recyclability of construction and demolition debris and green waste generated in the City.

Ware Disposal is also the exclusive City facility solid waste collection provider over the last six (6) years.

- Dates of service—1968 to present.
- Approximate tonnage handled per annum: 17,976

The contract administrator for the City of Newport Beach is as follows:

Charles Springer
Department of General Services
City of Newport Beach
3300 Newport Blvd.
Newport Beach, California 92660 3816
949-718-3466

Table 1
Current Exclusive & Non-exclusive Franchises by Jurisdiction, Services and Years of Service

Jurisdiction	Arrangement	Services	Term	Contact Information
SGV West Los Angeles County-Unincorporated Area (LAC-UA)	Exclusive Franchise	• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	2008 to Present	For all LA County residential franchise areas: Khaled Alqam Residential Franchise Manager County of Los Angeles 900 South Fremont Avenue 3d Floor Annex Alhambra, California 91803 1331 T 626 458 3573 F 626 458 3593 kalqam@dpw.lacounty.gov
Lennox Garbage Disposal District LAC-UA	Exclusive Franchise	• Residential & commercial • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	15 August 2018 to 30 June 2029	See above
City of Los Angeles	Exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris • Automated carts, bins and roll off boxes	February 2017 to Present	Paul Cobain Program Manager City of Los Angeles LASAN 1149 South Broadway, 5th Floor, MS 944 Los Angeles, California 90015 2213 T 213 473 8158 F 213 473 8232 pcobain@san.lacity.org
City of Monterey Park	Exclusive Franchise	• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	September 1, 2024 to August 31, 2031	Shawn Igoe Public Works Director City of Monterey Park 320 West Newmark Avenue Monterey Park, California 91754 T 626 307 1323 sioge@montereyparkca.gov

City of La Habra Heights	Exclusive Franchise	• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	Sept 2024 to Present	Rafferty Wooldridge City Manager City of La Habra Heights 1245 North Hacienda Road La Habra Heights 90631 T 562 694 6302 rwooldridge@lhhcity.or
City of Vernon	Non-exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris • Automated carts, bins and roll off boxes	1995 to Present	Mr. Frederick Agyin Director Health & Environmental Control Department City of Vernon 4305 S. Santa Fe Ave. Vernon, CA 90058 T 323-583-8811
City of Pasadena	Non-exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris • Automated carts, bins and roll off boxes	1995 to Present	Mayra Ruizesparza Solid Waste Program Coordinator City of Pasadena 100 North Garfield Avenue PO Box 7115 Pasadena, California 91109 9866 T 626 744 7162 F 626 396 7774 mruizesparza@ci.pasadena.ca.us
City of El Segundo	Non-exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris • Automated carts, bins and roll off boxes	2021 to Present	Erica Miramontes Management Analyst City of El Segundo 350 Main Street El Segundo 90245 T 310 524 2366 emiramontes@elsegundo.org
City of Montebello	Non-exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris	1995 to Present	Samantha Leyva Assistant Director, Municipal Services/Parks & Recreation City of Montebello 1700 West Victoria Avenue Montebello, California 90640 3128 T 323 887 1483

		• Automated carts, bins and roll off boxes		F 323 887 4557 sleyva@cityofmontebello.com
County of Los Angeles	Non-exclusive Franchise	• Commercial, multi-family, industrial customers • Refuse, recycling, organic wastes and C&D debris • Automated carts, bins and roll off boxes	1971 to Present	Ms. Michelle Chan Administrative Assistant County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 626-458-7123 mchan@dpw.lacounty.gov
City of Irvine	**Non-exclusive Franchise**	**• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes**	**1971 to 30 June 2041**	**Ryan Ramos Senior Management Analyst City of Irvine 1 Civic Center Plaza PO Box 19575 Irvine, California 92623 9575 T 949 724 6357 F 949 724 7517 ramos@ci.irvine.ca.us**
City of Newport Beach	Non-exclusive Franchise	• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	1971 to Present	Mr. Charles Springer Deputy Public Works Director City of Newport Beach 592 Superior Ave., Bldg. A Newport Beach, CA 92663 949-718-3466 cspringer@newportbeachca.gov
City of Costa Mesa	Non-exclusive Franchise	• Residential • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, confidential paper shredding • Automated carts, bins, and roll off boxes	1971 to Present	Robert Staples Management Analyst City of Costa Mesa 77 Fair Drive PO Box 1200 Costa Mesa, California 92628 1200 T 714 754 5024 F 714 754 5028 robert.staples@costamesaca.gov
City of San Diego	Non-exclusive Franchise	• Commercial, multi-family and industrial • Refuse, recycling, green waste, food waste, C&D debris, bulky items, e-waste, paper shredding	1995 to present	City of San Diego **Meagan Browning** Supervising Recycling Specialist Franchise Administrator City of San Diego Environmental Services Department

		• Automated carts, bins and roll off boxes		9610 Ridgehaven Court, Ste 210 San Diego 92123 T: 858.627.3310 mbrowning@sandiego.gov

VENDOR APPLICATION FORM
FOR
RFP No. 26-15 BULKY ITEM COLLECTION SERVICES

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Ware Disposal, Inc.

Contact Person for Agreement: Jay Ware

Title: General Manager E-Mail Address: jayc@warediposal.com

Business Telephone: 714 664-0677 Business Fax: 714664-0696

Corporate Mailing Address: PO Box 1318

City, State and Zip Code: Santa Ana, CA 92702

Contact Person for Proposals: Jayc@warediposal.com

Title: GM E-Mail Address: jayc@warediposal.com

Business Telephone: 714 664-0677 Business Fax: 714664-0696

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
JUDITH WARE	President	714664-0677
BEN WARE	Vice President	714664-0677
JAY WARE	SENIOR VP.	714664-0677

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: [redacted]

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: [redacted]

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-15 BULKY ITEM COLLECTION SERVICES** at any time after **FEBRUARY 11, 2026.**

Signature _____ Date: 3/4/26

Print _____

OR

I certify that Proposer or Proposer's representatives have communicated after **FEBRUARY 11, 2026,** with a City Councilmember concerning informal **RFP No. 26-15 BULKY ITEM COLLECTION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature _____ Date: _____

Print _____

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
	None to Report			

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

3/4/26

Date

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

PLEASE SEE ATTACHED IN PROPOSAL

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

PLANET BIDS

City of Costa Mesa

Bulky Item Collection Services RFP No. 26-15

Q&A Deadline February 19, 2026 11:00 AM (PST)

Set 1 Released via Email 02/25/2026 9:01 AM (PST) – 4 questions

1.1 Is this project prevailing wage? if so, what's the class code that the contractor needs to use to properly pay their employees?

Answer No

1.2 For this bid, can you specify how many crews/trucks/trailers that you'd like to have going out in the city on those specific days. I'll bid it for one two man crew for each service, but if the city wants 4 trucks going out, then that will drastically impact the bid.

Answer Proposing Contractors are expected to provide all vehicles, equipment, support services required to carry-out waste collection services in the manner and frequency required by the City. Proposing contractors must be able to clearly demonstrate past performance for similar municipal, institutional, or commercial clients. At minimum Contractor must provide one (1) municipal or county reference for similar projects within the past five (5) years.

1.3 Would the city make an account or allow the winning contractor to be put on the cities account at a transfer station/dump? -By doing this then it drastically helps the contractor bid accordingly for just the labor and have no limitations on quantity of dumps or weight limitations. This will also drastically help upfront costs the contractor has to cover with a month's worth of dumps fees, until the cities Net 30 kicks in.

Answer Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste both in the State of California and County of Orange.

1.4 Is this contract already being serviced? If so, what was the winning bid amount?

Answer Yes, the winning bid was $117,312.00 annually.

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EXHIBIT C

FEE SCHEDULE (COST PROPOSAL)

APPENDIX B

COST PROPOSAL
FOR
BULKY ITEM COLLECTION SERVICES

Provide hourly rates, along with a monthly service total, and annual total assuming service will be provided in as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Option A - Mondays and Fridays – Total 12 hours per week

Hourly Cost	$ $168.00
Monthly Cost (assuming service outlined in the scope of work)	$ 8,735.93
Total Annual Cost	$ 104,831.16

Option B - Mondays, Wednesdays, and Fridays – Total of 18 hours per week

Hourly Cost	$ $168.00
Monthly Cost (assuming service outlined in the scope of work)	$ 13,103.90
Total Annual Cost	$ 157,246.80

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ARE DISPOSAL, INC.
P.O. BOX 1318
SANTA ANA, CA 92702

EXHIBIT D

CITY COUNCIL POLICY 100-5

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-256 **Meeting Date:** 5/19/2026

TITLE:

AGREEMENT FOR UNLEADED FUEL SERVICES WITH MERRIMAC PETROLEUM, INC.

DEPARTMENT: **PUBLIC WORKS/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Agreement with Merrimac Petroleum, Inc., 3738 Bayer Ave., Suite 204, Long Beach, CA 90808, for the purchase and delivery of unleaded fuel in an annual amount of $700,000, based upon pricing provided through a Cooperative Agreement with the County of Orange, Contract RCA-017-26010049, for a term of five (5) years commencing on July 1, 2026 to June 30, 2031, unless otherwise terminated by the County of Orange.

2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

BACKGROUND:

The City's Public Works Department, Equipment Maintenance Section, maintains a total of twelve (12) storage tanks for fuels, lubricants, and hazardous waste. These tanks provide fuel storage and dispensing at Fire Station Nos. 1, 2, 3, 5, 6, the Police Department, Telecommunications, City Hall, and the City's Corporation Yard. The City also has ten (10) emergency generators located at various sites and one portable emergency generator that requires fuel. The Equipment Maintenance Section maintains, monitors, and coordinates fuel deliveries and oversees fueling operations in compliance with Federal, State, and County regulations. The goal is to provide uninterrupted service to the City and to minimize delays in daily operations.

The City has purchased fuel utilizing pricing provided by a cooperative agreement with Pinnacle Petroleum, Inc., for fuel delivery services since August 1, 2021. However, this agreement is due to expire on June 30, 2026, and is non-renewable.

ANALYSIS:

The City will utilize the County of Orange's cooperative agreement with Merrimac Petroleum, Inc., RCA-017-26010049 (Attachment 1) for the procurement of unleaded fuel. The agreement meets all the City's purchasing requirements and all requirements set forth by the County of Orange regarding regional cooperative agreements and subordinate contracts. This agreement was competitively bid on by the County of Orange through a formal bid process, assuring the lowest prices are attained.

In FY 2024-25, approximately 150,000 gallons of unleaded fuel were used by the City. The average price paid per gallon for unleaded fuel in FY 2024-25 was $3.64. Staff estimates that in FY 2026-27, the total purchase of unleaded fuel will be approximately $700,000. This projection accounts for anticipated increases in fleet size as well as current market trends in fuel pricing. Pricing assumptions are based on Oil Price Information Service (OPIS) rates, which monitor and establish daily wholesale fuel prices.

Using the County's cooperative agreement has proven to be an effective means of purchasing fuel and ensures that the City receives the best possible prices. Staff requests City Council approval of the proposed agreement with Merrimac Petroleum, Inc.

ALTERNATIVES:

The City Council may direct staff to conduct an independent formal bid to acquire fuel procurement and delivery services elsewhere. However, following this process is unlikely to obtain pricing below that of the County agreement due to the low volume of fuel purchased by the City in comparison to the County.

FISCAL REVIEW:

Funding for the proposed agreement is budgeted in the Equipment Replacement Fund (Fund 601). Subject to City Council's approval, fuel purchasing and delivery services will continue to be budgeted in subsequent fiscal years.

LEGAL REVIEW:

The City Attorney's office has reviewed this agenda report, prepared the proposed agreement (Attachment 2), and approved them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment, and technology.

CONCLUSION:

The use of the County of Orange's cooperative agreement is a cost-effective method for procuring fuel and delivery services from an established fuel vendor that will secure the City's ability to purchase fuel while meeting all procurement provisions set forth by the City's procurement policies.

Therefore, staff recommends the City Council:

1. Approve Agreement with Merrimac Petroleum, Inc.,3738 Bayer Ave., Suite 204, Long Beach, CA 90808, for the purchase and delivery of unleaded fuel in an annual amount of $700,000, based upon pricing provided through a Cooperative Agreement with the County of Orange, Contract RCA-017-26010049, for a term of five (5) years commencing on July 1, 2026 to June 30, 2031, unless otherwise terminated by the County of Orange.

2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

REGIONAL COOPERATIVE AGREEMENT (RCA)

CONTRACT RCA-017-26010049

FOR

UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES

BETWEEN

COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE

AND

MERRIMAC PETROLEUM, INC., DBA MERRIMAC ENERGY GROUP

REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA 017-26010049
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
MERRIMAC PETROLEUM, INC., DBA MERRIMAC ENERGY GROUP
FOR
UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES

This Contract RCA-017-26010049 for Unleaded Fuel and Related Supplies and Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and Merrimac Petroleum, Inc., doing business as Merrimac Energy Group, a State of California Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Unleaded Fuel and Related Supplies and Services under a usage Contract; and,

WHEREAS, County solicited Contract for Unleaded Fuel and Related Supplies and Services as set forth herein, and Contractor represented that it is qualified to provide Unleaded Fuel and Related Supplies and Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Unleaded Fuel and Related Supplies and Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of

competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractoragrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

7. Pollution Liability

Minimum limits and coverage

NO VALUE

Required Endorsements

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage which shall state As Required by Written Contract.

B. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Contractor, including the transportation of hazardous waste, hazardous materials, or contaminants.

If the Pollution Liability is a claims-made policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Unleaded Fuel and Related Supplies and Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

The initial term of this Contract shall become effective Wednesday, July 1, 2026 and shall continue for five (5) calendar years, unless otherwise terminated as provided herein.

3. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

4. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of the Indemnification and Insurance section, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

5. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

6. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

8. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement

for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

10. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

11. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

12. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and

pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

13. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

14. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

15. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

17. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and
2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
2. Contractor violates the certification by failing to carry out the requirements as noted above.

18. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

19. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

20. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used

as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

21. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

23. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

24. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

25. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Merrimac Petroleum, Inc. DBA Merrimac Energy Group
Attn:	Mary Hazelrigg
Address:	3738 Bayer Ave., Suite 204 Long Beach, CA 90808
Phone:	562-420-6000 Ext: 15
Email:	mhazelrigg@merrimacenergy.net

cc: County Executive Office - CPO/Procurement Services	
Attn:	Robert Esparza, County DPA
Address:	601 N Ross Street Santa Ana, CA 92701
Phone:	(714) 667-9747
Email:	robert.esparza@ocpw.ocgov.com

26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

28. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract .

29. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

31. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

32. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all

meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

33. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. Permits and Licenses

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

36. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

37. Inventory

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

38. Order Dates

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

ADDITIONAL TERMS AND CONDITIONS - Law Enforcement

I. Security Requirements:

A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.

4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.

6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.

7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

8. Specifically:

a. Do not give names or addresses to internees.

b. Do not receive any names or addresses from internees.

c. Do not disclose the identity of any internee to anyone outside the facility.

d. Do not give any materials to internees.

e. Do not receive any materials from internees (including materials to be passed to another individual or internee).

f. **Failure to comply with these requirements is a criminal act and can result in prosecution.*

9. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.
"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".
All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.
The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

a. All vehicles parked on-site shall be locked and thoroughly secured at all times.

b. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.

c. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

d. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

e. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

f. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

MERRIMAC PETROLEUM, INC., doing business as **MERRIMAC ENERGY GROUP***

a State of California Corporation

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signed by: Mary Hazelrigg 3675B0...FBCB44F...	Mary Hazelrigg	President	2/23/2026 | 1:41 PM MST
Signed by: Mary Hazelrigg 3675B0...FBCB44F...	Mary Hazelrigg	Secretary and Treasurer	2/23/2026 | 1:41 PM MST

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
DocuSigned by: Robert Esparza C7A412E709914D9...	Robert Esparza	Deputy Procurement Agent	2/23/2026 | 12:56 PM PST

ATTACHMENT A - SCOPE OF WORK

1. GENERAL INFORMATION

The County of Orange is comprised of 24 Agencies and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Unleaded Fuel** to County owned tanks located throughout the County of Orange various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted, and service hours modified at any given time. Contractor is required to provide this service upon request by any County agency/department and participating government entity.

2. FUEL SPECIFICATIONS:

A. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all-inclusive amendments.

B. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).

C. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the County's choosing.

D. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.

E. Unleaded-Plus Gasoline shall have Minimum Octane Rating of 89 which shall be determined by using the R+M/2 method.

F. Unleaded Premium Gasoline shall have Minimum Octane Rating of 91 which shall be determined by using the R+M/2 method.

G. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.

H. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

3. CONTRACTOR RESPONSIBILITIES

A. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.

B. Contractor shall use a fuel stick to measure the fuel level in the tank before and after filling, recording the levels in inches on the fuel receipt.

C. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.

D. Contractor shall provide Safety Data Sheet (SDS) at time of fuel delivery as required by law.

E. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.

F. Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charges.

G. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resource Board (ARB) and any other new law, regulations for the handling and supply of unleaded fuel/gasoline.

H. Contractor must commit to delivery as requested, at time stated on accepted and confirmed orders.

I. Contractor shall own or have available a fleet of trucks adequate to handle County delivery needs that shall meet or exceed all industry standards. All vehicles utilized to service County needs must be minimally equipped with a radio dispatch system or mobile telephone access and have the capability to provide a printed metered ticket at time of delivery. Awarded vendor shall be fully responsible to meet all County needs/requirements, including insurance requirements.

J. Contractor's delivery vehicles/trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations. Proof of compliance shall be provided to the County upon request.

K. Contractor's drivers/delivery crew shall be HAZMAT trained and certified in safety measures to prevent accidents endangering County personnel and property.

L. Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by County to meet or exceed all State and local applicable laws and regulations.

M. All fuel delivered to the County shall be temperature corrected to 60 degrees Fahrenheit and or as at the adequate and required temperature set by Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other mandated laws, regulations and ordinances.

N. Contractor shall perform full delivery of fuel within two (2) business days after receipt of agency/department's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated and provided to the ordering agency at delivery.

O. Contractor shall itemize all applicable Federal and California fuel surcharges, Federal and State Excise Tax, California State Sales Tax and/or any other applicable tax and fees as separate line items when invoicing.

4. ORDERING PROCESS AND EMERGENCY DELIVERY

Ordering Process

Contractor shall not request minimum orders or pattern of use; orders shall be placed as needed and at the convenience of the using Agency/Department. Usage quantities are approximate and shall not be interpreted as quantities ordered.

Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency situations.

Contractor must confirm receipt of the agency's request within 4 hours.

Contractor shall deliver all fuel orders in full and within two (2) calendar days after confirmation of receipt of agency/department's order (e.g. Any orders submitted on Fridays shall be scheduled for Tuesday delivery, unless other arrangements are made by each Agency and Contractor's acceptance). Each Agency/Department may have different delivery schedules due to facility hours of operation, but all non-emergency deliveries shall be done within regular business hours. Partial order deliveries may be accepted at the discretion and approval of each Agency/Department and shall be billed accordingly.

If a partial order is delivered and accepted, Contractor shall bill only for the fuel delivered and Contractor shall be responsible to schedule the order balance within 24 hours or next business day. If next business day falls on a weekend or Holiday, Contractor shall be responsible to make a delivery, if required by County, over the weekend or holiday at no extra cost to County.

County may place an order for more than 8,500 gallons to accommodate 10,000 Gallon tanks or larger. This order may require more than one (1) truck load and shall be coordinated with the ordering Agency/Department and billed accordingly.

Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of product delivered. A delivery manual ticket will be accepted only when metered ticket is not available.

Contractor shall perform all work in accordance with accepted industry practice.

Standing Time: Contractor shall be responsible for all the time it takes Contractor to offload/transfer fuel from Contractor's fuel trucks to County tanks at the various locations. The County will not be charged any additional fees for standing time.

Emergency Deliveries:

County may place emergency orders, which is defined as outside of the regular delivery hours of 8:00 a.m. and 5:00 p.m. (PST), weekends and County observed holidays.

Emergency Service requests must be requested/classified as an "Emergency" by County Site Coordinator and must be approved in writing prior to providing the service. This rate will be in addition to hourly rate as set forth in Attachment C-Fees and Compensation. A copy of the written authorization may be required for payment of invoice.

Emergency deliveries shall be orders that required delivery within one (1) business day from order confirmation.

Contractor shall be entitled to an emergency delivery flat fee and a separate "Emergency Delivery" invoice must accompany the regular fuel invoice for payment of the fee. Emergency delivery fees shall be billed at the rate set forth in Attachment B, Payment and Compensation.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County/State or Federal entity, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. An emergency fee shall be billed at the rate set forth in Attachment B-Fees and Compensation. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

5. SPILLAGE REQUIREMENT:

County requires "zero leakage" standard for fuel transfer operations.

Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel to County tanks. Contractor will ensure that all equipment, tools and procedures used are in compliance with all applicable regulations governing such operations and specifications of this Contract.

In the event of leakage or spillage, Contractor shall be responsible to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County's satisfaction, at no extra cost to County. **All materials associated with such clean up shall be removed by the Contractor, at no additional cost to County.**

6. REPAIRS ON COUNTY OWNED TANKS:

County owned tanks may require repair services occasionally. Contractor shall service County owned tanks only at County's request at the rates set forth in Attachment B. All repairs must be authorized and approved in writing by County staff.

Contractor shall perform all repairs during normal business hours Monday thru Friday, unless other arrangements are made and approved by County staff. Repairs after hours, weekends and holidays, are not authorized unless a written authorization is received from County staff at the rates set forth in Attachment B.

Contractor repair services shall meet or exceed all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other California regulations/standards.

Contractor hourly rate shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, (excluding materials) and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest hour, no minimum.

Contractor shall provide a quote for any repair services to equipment, as per the rate set forth in Attachment B. The quote process shall be as follows:

A. Quotes for repair services must be provided to each County Project Manager and shall be specific to the repairs requested. Quote request must be provided within two (2) business days.

B. Invoices shall be submitted for reimbursement, plus material mark-up.

C. Agencies/Departments are not required to post quotes on BidSync or other online bidding systems.

D. Agencies/Departments shall request quotes via e-mail and Contractor shall provide a breakdown of time and materials for each project as per the rates set forth in Attachment B.

E. Quotes shall be coordinated and approved by each individual department. No further approval from CPO is required. All Agencies/Departments shall follow County Procurement Guidelines.

7. COUNTY RESPONSIBILITIES:

County agencies/departments shall provide Contractor a Facilities Fuel Log that will include, but not limited to, the following information:

A. Agency/ Department Name

B. Agency /Department Location
C. Agency Contact's Name & Number
D. Number of fuel tanks; capacity/sizes; unit of measure & fuel site/delivery location, delivery date, amount delivered, and amount left in tank.

County Agency/Departments are required to track all deliveries on the Facilities Fuel Log and maintain logs throughout the term of the Contract.

County shall appoint a County Project Manager for each department project to serve as the point of contact.

County Project Manager shall ensure Contractor has necessary access to service locations and facilities.

County Agencies/Departments shall be responsible to create their own subordinates against this RCA and for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.

Regarding delivery, each Subordinate Contract against this RCA will list each Agency's project manager, delivery and billing addresses directly with the Contractor.

County agencies/departments shall be responsible to keep a fuel record log that always tracks fuel tanks.

The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

County shall be responsible to upgrade their respective Agency/Departments tanks with a meter reader sensor to be able to sign up for the automatic refill service program.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Unleaded Fuel and Related Supplies and Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

The price for unleaded fuel under this Contract shall be based on the **daily OPIS (Oil Price Information Services) Los Angeles Unbranded Rack Average Price**, as published under PAD District 5, **plus or minus the Contractor's quoted Adjustment/Differential** for each fuel grade and delivery size.

The Contractor agrees to accept the specified compensation as full remuneration for providing all labor, materials, transportation, equipment, delivery, overhead, and incidentals necessary to perform the services described in the Scope of Work, including any reasonably unforeseen difficulties.

2. Fees and Charges:

The Contractor's quoted **Adjustment +/- Differential** for each grade and delivery size shall remain firm for the entire Contract term. **Fuel Prices and Other Fees:** The prices under "adjustment +/- differential" shall be inclusive of all freight/unloading/handling and delivery charges to all County locations or participating government entity locations, excluding all applicable Federal, State, Local and/or other applicable taxes. The adjustment +/- differential (difference between the price and the daily OPIS price Los Angeles Rack Price without CAR cost reported by OPIS for Unbranded Fuel) shall remain firm for the entire term of the Contract.

Item 1 – Delivery Size: Up to 1,999 Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
1	Unleaded Regular	1	87	$.0315	$.0315
2	Unleaded Plus	1	89	($.3268)	($.3268)
3	Unleaded Premium	1	91	($.4889)	($.4889)
Item 2 – Delivery Size: 2,000 – 3,999 Gallons					

Line Item	Fuel Type	Quantity Per Gallon	Minimum Octane	Adjustment +/- Differential	Total
4	Unleaded Regular	1	87	($.4191)	($.4191)
5	Unleaded Plus	1	89	($.4594)	($.3268)
6	Unleaded Premium	1	91	($.4998)	($.4998)
Item 3 – Delivery Size: 4,000 – 8,500 Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
7	Unleaded Regular	1	87	($.4189)	($.4189)
8	Unleaded Plus	1	89	($.4594)	($.4594)
9	Unleaded Premium	1	91	($.7541)	($.7541)
Item 4 – Delivery Size: 8,501+ Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
10	Unleaded Regular	1	87	($.4189)	($.4189)
11	Unleaded Plus	1	89	($0.4694)	($0.4694)
12	Unleaded Premium	1	91	($0.7541)	($0.7541)

ADDITIONAL FEES / CHARGES			
Line Item	**Description**	**Fixed Fee**	**Unit Cost**
13	Urgent Delivery Fee (non-scheduled delivery within standard hours, as authorized by County)	Fixed Fee	$175.00
14	Emergency Delivery Fee (delivery after hours, weekends, holidays, or within 1 business day, with written County approval)	Fixed Fee	$200.00

ADDITIONAL FEES / CHARGES				
Line Item	**Description**	**Quantity**	**Unit Cost**	**Total**
15	Hourly Repair Rate Per Technician – Regular Hours (8:00 AM – 5:00 PM PT)	1	$175.00	$175.00
16	Hourly Repair Rate Per Technician – After Hours (5:01 PM – 7:59 AM PT)	1	$275.00	$275.00
17	Hourly Repair Rate Per Technician – Holidays/Weekends	1	$325.00	$325.00

MATERIALS / PARTS / PRODUCTS			
Line Item	**Description**	**Mark-Up Percentage**	**Percentage**
18	Materials, Parts, Products (e.g., valves, gauges, fittings)	Mark-Up Percentage	25.%

3. Price Increase/Decreases:

No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 160-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. Agency/Department's Account Number

f. Date of order

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

i. Freight/Delivery Charges, if applicable

j. Total

Invoices and support documentation are to be forwarded to:

Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

8. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

CITY OF COSTA MESA
AGREEMENT FOR UNLEADED FUEL SERVICES
WITH MERRIMAC PETROLEUM, INC. DBA MERRIMAC ENERGY GROUP

THIS AGREEMENT FOR UNLEADED FUEL SERVICES ("Agreement") is made and entered into this 1st day of July 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERRIMAC PETROLEUM, INC., a California corporation DBA MERRIMAC ENERGY GROUP ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide unleaded fuel services, as more fully described herein; and

B. WHEREAS, Section 2-165(b)(5) of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking"; and

C. WHEREAS, the County of Orange competitively awarded Contractor a contract for unleaded fuel services, Regional Cooperative Agreement Contract Number RCA-017-26010049, attached hereto as Exhibit "A" and incorporated herein by this reference ("County Contract"); and

D. WHEREAS, the City desires to "piggyback" onto the County Contract, and Contractor consents to the "piggybacking"; and

E. WHEREAS, City and Contractor desire to contract for the unleaded fuel and related supplies and services in accordance with the County Contract, subject to the modifications set forth herein; and

F. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

G. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Contractor agrees to perform the services set forth in the County Contract for the City in accordance with the terms of the County Contract, except as otherwise stated herein.

2. Except as otherwise stated herein, the terms and conditions of the County Contract, and any amendments thereto, shall form the basis of this Agreement, with the City having the rights, duties, and obligations of the County of Orange set forth in the County Contract and any amendments thereto.

3. If any provision of this Agreement conflicts with any provision of the County Contract, then the terms, conditions and provisions of this Agreement shall control.

4. The terms and conditions of the County Contract are modified, amended, or supplemented as follows:

a. All references in the County Contract to "County" shall be amended to read "City." All references in the County Contract to "Board of Supervisors" shall be amended to read "City Council."

b. Section 1, “Compensation,” (Attachment B – Payment and Compensation, page 1) shall be amended as follows by adding the following as paragraph 3: "The Contract price, as more fully described in Attachment B, shall include full compensation for providing all required goods and services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract. Contractor's annual compensation shall not exceed Seven Hundred Thousand Dollars ($700,000.00)."

c. Article 2 (Term of Contract) of the Additional Terms and Conditions, page 12 of Exhibit A, shall be amended to read as follows: "The initial term of this Contract shall become effective on July 1, 2026 and shall continue for a period of five (5) years, ending on June 30, 2031, unless otherwise terminated as provided herein."

d. Article 43 (Notices) of the Additional Terms and Conditions shall be amended to provide the following contact information for City:

City: City of Costa Mesa
Public Services Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: Ruben Salas
Phone (714) 327-7481

cc: City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Purchasing

e. Section 5 (Spillage Requirements) of the Scope of Work, page 29 of Exhibit “A” shall be amended to add a fourth paragraph as follows:

In order to prevent leakage or spillage, Contractor shall only transfer fuel to underground storage tanks by the gravity drop method. Contractor shall not transfer fuel to underground storage tanks by the pressurized fill method.

5. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described in Article 2 under “Indemnification and

Insurance Provisions) pages 9 and 10 of Exhibit “A,” “General Insurance Requirements, naming the City of Costa Mesa as an additional insured, prior to performing any services under this Agreement.

6. Contractor agrees to indemnify and hold harmless the County of Orange from all claims, demands, actions or causes of action of every kind resulting directly or indirectly, arising out of, or in any way connected with the City's use of the County Contract.

7. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Ruth Wang
Risk Management

DEPARTMENTAL APPROVAL:

_____ Date: _____

Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Finance Director

EXHIBIT A

REGIONAL COOPERATIVE AGREEMENT

CONTRACT NUMBER MA-017-26010049TIVE

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

REGIONAL COOPERATIVE AGREEMENT (RCA)

CONTRACT RCA-017-26010049

FOR

UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES

BETWEEN

COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE

AND

MERRIMAC PETROLEUM, INC., DBA MERRIMAC ENERGY GROUP

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA 017-26010049
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
MERRIMAC PETROLEUM, INC., DBA MERRIMAC ENERGY GROUP
FOR
UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES

This Contract RCA-017-26010049 for Unleaded Fuel and Related Supplies and Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and Merrimac Petroleum, Inc., doing business as Merrimac Energy Group, a State of California Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Unleaded Fuel and Related Supplies and Services under a usage Contract; and,

WHEREAS, County solicited Contract for Unleaded Fuel and Related Supplies and Services as set forth herein, and Contractor represented that it is qualified to provide Unleaded Fuel and Related Supplies and Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Unleaded Fuel and Related Supplies and Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

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6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

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In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

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20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

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including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of

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competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractoragrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

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Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

7. Pollution Liability

Minimum limits and coverage

NO VALUE

Required Endorsements

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage which shall state As Required by Written Contract.

B. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Contractor, including the transportation of hazardous waste, hazardous materials, or contaminants.

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If the Pollution Liability is a claims-made policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Unleaded Fuel and Related Supplies and Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

The initial term of this Contract shall become effective Wednesday, July 1, 2026 and shall continue for five (5) calendar years, unless otherwise terminated as provided herein.

3. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

4. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of the Indemnification and Insurance section, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

5. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

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C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

6. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

8. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement

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for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

10. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

11. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

12. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and

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pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

13. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

14. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

15. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

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B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

17. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

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18. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

19. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

20. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used

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as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

21. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

23. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

24. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

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25. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Merrimac Petroleum, Inc. DBA Merrimac Energy Group
Attn:	Mary Hazelrigg
Address:	3738 Bayer Ave., Suite 204 Long Beach, CA 90808
Phone:	562-420-6000 Ext: 15
Email:	mhazelrigg@merrimacenergy.net

cc: County Executive Office - CPO/Procurement Services	
Attn:	Robert Esparza, County DPA
Address:	601 N Ross Street Santa Ana, CA 92701
Phone:	(714) 667-9747
Email:	robert.esparza@ocpw.ocgov.com

26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

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28. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract .

29. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

31. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

32. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all

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meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

33. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. Permits and Licenses

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

36. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

37. Inventory

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

38. Order Dates

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

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ADDITIONAL TERMS AND CONDITIONS - Law Enforcement

I. Security Requirements:

A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.

4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.

6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.

7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

8. Specifically:

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a. Do not give names or addresses to internees.

b. Do not receive any names or addresses from internees.

c. Do not disclose the identity of any internee to anyone outside the facility.

d. Do not give any materials to internees.

e. Do not receive any materials from internees (including materials to be passed to another individual or internee).

f. **Failure to comply with these requirements is a criminal act and can result in prosecution*.

9. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.
"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport". All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.
The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

a. All vehicles parked on-site shall be locked and thoroughly secured at all times.

b. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.

c. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

d. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

e. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

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f. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

MERRIMAC PETROLEUM, INC., doing business as **MERRIMAC ENERGY GROUP***

a State of California Corporation

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signed by: Mary Hazelrigg 3C75D04FBCB44F...	Mary Hazelrigg	President	2/23/2026 | 1:41 PM MST
Signature	Name	Title	Date
Signed by: Mary Hazelrigg 3C75D04FBCB44F...	Mary Hazelrigg	Secretary and Treasurer	2/23/2026 | 1:41 PM MST
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

DocuSigned by: Robert Esparza 1A4413C709914D9...	Robert Esparza	Deputy Procurement Agent	2/23/2026 | 12:56 PM PST
Signature	Name	Title	Date

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ATTACHMENT A - SCOPE OF WORK

1. GENERAL INFORMATION

The County of Orange is comprised of 24 Agencies and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Unleaded Fuel** to County owned tanks located throughout the County of Orange various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted, and service hours modified at any given time. Contractor is required to provide this service upon request by any County agency/department and participating government entity.

2. FUEL SPECIFICATIONS:

A. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all-inclusive amendments.

B. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).

C. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the County's choosing.

D. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.

E. Unleaded-Plus Gasoline shall have Minimum Octane Rating of 89 which shall be determined by using the R+M/2 method.

F. Unleaded Premium Gasoline shall have Minimum Octane Rating of 91 which shall be determined by using the R+M/2 method.

G. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.

H. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

3. CONTRACTOR RESPONSIBILITIES

A. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.

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B. Contractor shall use a fuel stick to measure the fuel level in the tank before and after filling, recording the levels in inches on the fuel receipt.

C. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.

D. Contractor shall provide Safety Data Sheet (SDS) at time of fuel delivery as required by law.

E. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.

F. Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charges.

G. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resource Board (ARB) and any other new law, regulations for the handling and supply of unleaded fuel/gasoline.

H. Contractor must commit to delivery as requested, at time stated on accepted and confirmed orders.

I. Contractor shall own or have available a fleet of trucks adequate to handle County delivery needs that shall meet or exceed all industry standards. All vehicles utilized to service County needs must be minimally equipped with a radio dispatch system or mobile telephone access and have the capability to provide a printed metered ticket at time of delivery. Awarded vendor shall be fully responsible to meet all County needs/requirements, including insurance requirements.

J. Contractor's delivery vehicles/trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations. Proof of compliance shall be provided to the County upon request.

K. Contractor's drivers/delivery crew shall be HAZMAT trained and certified in safety measures to prevent accidents endangering County personnel and property.

L. Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by County to meet or exceed all State and local applicable laws and regulations.

M. All fuel delivered to the County shall be temperature corrected to 60 degrees Fahrenheit and or as at the adequate and required temperature set by Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other mandated laws, regulations and ordinances.

N. Contractor shall perform full delivery of fuel within two (2) business days after receipt of agency/department's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated and provided to the ordering agency at delivery.

O. Contractor shall itemize all applicable Federal and California fuel surcharges, Federal and State Excise Tax, California State Sales Tax and/or any other applicable tax and fees as separate line items when invoicing.

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4. ORDERING PROCESS AND EMERGENCY DELIVERY

Ordering Process

Contractor shall not request minimum orders or pattern of use; orders shall be placed as needed and at the convenience of the using Agency/Department. Usage quantities are approximate and shall not be interpreted as quantities ordered.

Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency situations.

Contractor must confirm receipt of the agency's request within 4 hours.

Contractor shall deliver all fuel orders in full and within two (2) calendar days after confirmation of receipt of agency/department's order (e.g. Any orders submitted on Fridays shall be scheduled for Tuesday delivery, unless other arrangements are made by each Agency and Contractor's acceptance). Each Agency/Department may have different delivery schedules due to facility hours of operation, but all non-emergency deliveries shall be done within regular business hours. Partial order deliveries may be accepted at the discretion and approval of each Agency/Department and shall be billed accordingly.

If a partial order is delivered and accepted, Contractor shall bill only for the fuel delivered and Contractor shall be responsible to schedule the order balance within 24 hours or next business day. If next business day falls on a weekend or Holiday, Contractor shall be responsible to make a delivery, if required by County, over the weekend or holiday at no extra cost to County.

County may place an order for more than 8,500 gallons to accommodate 10,000 Gallon tanks or larger. This order may require more than one (1) truck load and shall be coordinated with the ordering Agency/Department and billed accordingly.

Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of product delivered. A delivery manual ticket will be accepted only when metered ticket is not available.

Contractor shall perform all work in accordance with accepted industry practice.

Standing Time: Contractor shall be responsible for all the time it takes Contractor to offload/transfer fuel from Contractor's fuel trucks to County tanks at the various locations. The County will not be charged any additional fees for standing time.

Emergency Deliveries:

County may place emergency orders, which is defined as outside of the regular delivery hours of 8:00 a.m. and 5:00 p.m. (PST), weekends and County observed holidays.

Emergency Service requests must be requested/classified as an "Emergency" by County Site Coordinator and must be approved in writing prior to providing the service. This rate will be in addition to hourly rate as set forth in Attachment C-Fees and Compensation. A copy of the written authorization may be required for payment of invoice.

Emergency deliveries shall be orders that required delivery within one (1) business day from order confirmation.

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Contractor shall be entitled to an emergency delivery flat fee and a separate "Emergency Delivery" invoice must accompany the regular fuel invoice for payment of the fee. Emergency delivery fees shall be billed at the rate set forth in Attachment B, Payment and Compensation.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County/State or Federal entity, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. An emergency fee shall be billed at the rate set forth in Attachment B-Fees and Compensation. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

5. SPILLAGE REQUIREMENT:

County requires "zero leakage" standard for fuel transfer operations.

Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel to County tanks. Contractor will ensure that all equipment, tools and procedures used are in compliance with all applicable regulations governing such operations and specifications of this Contract.

In the event of leakage or spillage, Contractor shall be responsible to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County's satisfaction, at no extra cost to County. **All materials associated with such clean up shall be removed by the Contractor, at no additional cost to County.**

6. REPAIRS ON COUNTY OWNED TANKS:

County owned tanks may require repair services occasionally. Contractor shall service County owned tanks only at County's request at the rates set forth in Attachment B. All repairs must be authorized and approved in writing by County staff.

Contractor shall perform all repairs during normal business hours Monday thru Friday, unless other arrangements are made and approved by County staff. Repairs after hours, weekends and holidays, are not authorized unless a written authorization is received from County staff at the rates set forth in Attachment B.

Contractor repair services shall meet or exceed all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other California regulations/standards.

Contractor hourly rate shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, (excluding materials) and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest hour, no minimum.

Contractor shall provide a quote for any repair services to equipment, as per the rate set forth in Attachment B. The quote process shall be as follows:

A. Quotes for repair services must be provided to each County Project Manager and shall be specific to the repairs requested. Quote request must be provided within two (2) business days.

B. Invoices shall be submitted for reimbursement, plus material mark-up.

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C. Agencies/Departments are not required to post quotes on BidSync or other online bidding systems.

D. Agencies/Departments shall request quotes via e-mail and Contractor shall provide a breakdown of time and materials for each project as per the rates set forth in Attachment B.

E. Quotes shall be coordinated and approved by each individual department. No further approval from CPO is required. All Agencies/Departments shall follow County Procurement Guidelines.

7. COUNTY RESPONSIBILITIES:

County agencies/departments shall provide Contractor a Facilities Fuel Log that will include, but not limited to, the following information:

A. Agency/ Department Name

B. Agency /Department Location
C. Agency Contact's Name & Number
D. Number of fuel tanks; capacity/sizes; unit of measure & fuel site/delivery location, delivery date, amount delivered, and amount left in tank.

County Agency/Departments are required to track all deliveries on the Facilities Fuel Log and maintain logs throughout the term of the Contract.

County shall appoint a County Project Manager for each department project to serve as the point of contact.

County Project Manager shall ensure Contractor has necessary access to service locations and facilities.

County Agencies/Departments shall be responsible to create their own subordinates against this RCA and for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.

Regarding delivery, each Subordinate Contract against this RCA will list each Agency's project manager, delivery and billing addresses directly with the Contractor.

County agencies/departments shall be responsible to keep a fuel record log that always tracks fuel tanks.

The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

County shall be responsible to upgrade their respective Agency/Departments tanks with a meter reader sensor to be able to sign up for the automatic refill service program.

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ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Unleaded Fuel and Related Supplies and Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

The price for unleaded fuel under this Contract shall be based on the **daily OPIS (Oil Price Information Services) Los Angeles Unbranded Rack Average Price**, as published under PAD District 5, **plus or minus the Contractor's quoted Adjustment/Differential** for each fuel grade and delivery size.

The Contractor agrees to accept the specified compensation as full remuneration for providing all labor, materials, transportation, equipment, delivery, overhead, and incidentals necessary to perform the services described in the Scope of Work, including any reasonably unforeseen difficulties.

2. Fees and Charges:

The Contractor's quoted **Adjustment +/- Differential** for each grade and delivery size shall remain firm for the entire Contract term. **Fuel Prices and Other Fees:** The prices under "adjustment +/- differential" shall be inclusive of all freight/unloading/handling and delivery charges to all County locations or participating government entity locations, excluding all applicable Federal, State, Local and/or other applicable taxes. The adjustment +/- differential (difference between the price and the daily OPIS price Los Angeles Rack Price without CAR cost reported by OPIS for Unbranded Fuel) shall remain firm for the entire term of the Contract.

Item 1 – Delivery Size: Up to 1,999 Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
1	Unleaded Regular	1	87	$.0315	$.0315
2	Unleaded Plus	1	89	($.3268)	($.3268)
3	Unleaded Premium	1	91	($.4889)	($.4889)
Item 2 – Delivery Size: 2,000 – 3,999 Gallons					

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Line Item	Fuel Type	Quantity Per Gallon	Minimum Octane	Adjustment +/- Differential	Total
4	Unleaded Regular	1	87	($.4191)	($.4191)
5	Unleaded Plus	1	89	($.4594)	($.3268)
6	Unleaded Premium	1	91	($.4998)	($.4998)
Item 3 – Delivery Size: 4,000 – 8,500 Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
7	Unleaded Regular	1	87	($.4189)	($.4189)
8	Unleaded Plus	1	89	($.4594)	($.4594)
9	Unleaded Premium	1	91	($.7541)	($.7541)
Item 4 – Delivery Size: 8,501+ Gallons					
Line Item	**Fuel Type**	**Quantity Per Gallon**	**Minimum Octane**	**Adjustment +/- Differential**	**Total**
10	Unleaded Regular	1	87	($.4189)	($.4189)
11	Unleaded Plus	1	89	($0.4694)	($0.4694)
12	Unleaded Premium	1	91	($0.7541)	($0.7541)

ADDITIONAL FEES / CHARGES			
Line Item	**Description**	**Fixed Fee**	**Unit Cost**
13	Urgent Delivery Fee (non-scheduled delivery within standard hours, as authorized by County)	Fixed Fee	$175.00
14	Emergency Delivery Fee (delivery after hours, weekends, holidays, or within 1 business day, with written County approval)	Fixed Fee	$200.00

ADDITIONAL FEES / CHARGES				
Line Item	**Description**	**Quantity**	**Unit Cost**	**Total**
15	Hourly Repair Rate Per Technician – Regular Hours (8:00 AM – 5:00 PM PT)	1	$175.00	$175.00
16	Hourly Repair Rate Per Technician – After Hours (5:01 PM – 7:59 AM PT)	1	$275.00	$275.00
17	Hourly Repair Rate Per Technician – Holidays/Weekends	1	$325.00	$325.00

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

MATERIALS / PARTS / PRODUCTS			
Line Item	**Description**	**Mark-Up Percentage**	**Percentage**
18	Materials, Parts, Products (e.g., valves, gauges, fittings)	Mark-Up Percentage	25.%

3. Price Increase/Decreases:

No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 160-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Docusign Envelope ID: 680F063B-46B1-4C51-ABC7-D5384859D5E7

7. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. Agency/Department's Account Number

f. Date of order

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

i. Freight/Delivery Charges, if applicable

j. Total

Invoices and support documentation are to be forwarded to:

Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

8. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

   B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-275 **Meeting Date:** 5/19/2026

TITLE:

AWARD A MAINTENANCE SERVICES AGREEMENT FOR JANITORIAL SERVICES TO CCS FACILITY SERVICES

DEPARTMENT: **PUBLIC WORKS/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754- 5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) to CCS Facility Services, Inc., 3001 Red Hill Ave 220, Costa Mesa, CA 92628, for two (2) years with three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,972.68.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

3. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

BACKGROUND:

The scope of work of the Janitorial Services contract encompasses the complete and comprehensive custodial cleaning and trash disposal at all of the City's major facilities: Balearic Community Center, City Hall, Communications Center, Corporation Yard, Downtown Recreation Center, Norma Hertzog Community Center, Police Department, Westside Police Substation, Bridge Shelter, City Parks, Senior Center, Fairview Park, Costa Mesa Tennis Center, Police Department Warehouse, Code Enforcement Substation and Fire Stations 1 through 6.

The City's current agreement for janitorial services with Executive Facilities Services is expiring on June 30, 2026.

ANALYSIS:

On February 10, 2026, the City issued a Request for Proposal (RFP) on PlanetBids for janitorial services. A mandatory job walk was conducted on February 18, 2026, and another one scheduled on February 24, 2026. A total of (11) eleven proposals were received on March 11, 2026.

The proposals were screened for compliance with the City's RFP process. Two proposals did not meet the minimum requirements, the third did not attend the mandatory job walks and therefore all were deemed non-responsive to the City's RFP process. The remaining eight were compliant and submitted to the evaluation committee.

All eight (8) proposals were evaluated based on company's ability to respond and satisfactorily defining their ability to meet the following criteria:

- Qualifications of Entity & Key Personnel
- Approach to Providing the Requested Scope of Services
- Price Proposal - Completed by Finance
- Innovative and/or Creative Approaches to Providing the Services

After a thorough review and analysis of each proposal, the evaluation committee comprised of City staff from the Economic & Development Services Department, Parks & Community Services Department and Public Works Department recommend CCS Facility Services (CCS) to provide janitorial services. Regarding the other seven (7) remaining proposers, their proposals were also deemed qualified by the evaluation committee. However, they did not exceed CCS in the criteria mentioned above.

PROPOSERS	SCORES
CCS Facility Services	1155
MasterCorp Commercial Services	1045
Executive Facilities Services	1010
Base Hill	910
Santa Fe Janitorial Maintenance	885
Uniserve Facilities Services	885
Omni Enterprise	840
Coast 2 Coast Preservations	770

CCS Facility Services understands the importance of providing thorough janitorial and disinfecting services for the aforementioned locations and maintaining the safety and integrity of the City's working and recreational environments. This ensures that the City of Costa Mesa's staff, residents, and the business community are confident that their City facilities will maintain a high level of cleanliness.

CCS Facility Services has been providing janitorial services for over 15 public agencies in Southern California, along with over 1,000 local government facilities nationwide, for over 40 years. CCS has 650 professional cleaners at its Orange County branch and will retain/transition the current janitorial employees assigned to the City's facilities to ensure the continuity of service while preserving the experience and institutional knowledge. CCS has identified expert staff for specialized tasks and has a dedicated team for parks, as well as a night crew for specific facilities.

Therefore, staff recommends the approval of the MSA to CCS Facility Services in the amount of $577,972.68 with an additional 10% contingency annually for emergency response, special events, and unforeseen costs.

ALTERNATIVES:

The alternative to this Council action would be to deny the request to award the contract to CCS Facility Services and direct staff to re-advertise the RFP. It is not anticipated that this would result in selecting a more qualified firm or a lower cost for service.

FISCAL REVIEW:

Funding for janitorial services is included in the FY 2026-27 proposed budget in the General Fund (Fund 401), contingent upon City Council's approval and adoption of the next fiscal year budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the Maintenance Services Agreement (Attachment 1) and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthens Public Safety and Keep the Community Safe.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

Staff has evaluated the proposals to provide janitorial services for City facilities and recommend the City Council:

1. Award a Maintenance Services Agreement (MSA) to CCS Facility Services, Inc., 3001 Red Hill Ave 220, Costa Mesa, CA 92628, for two (2) years with three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,972.68.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

3. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
CCS FACILITY SERVICES–ORANGE COUNTY, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CCS FACILITY SERVICES–ORANGE COUNTY, INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide comprehensive janitorial services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to harassment, workplace violence, discrimination, minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total compensation shall not exceed Five Hundred Seventy-Seven Thousand Nine Hundred Seventy-Two Dollars and Sixty-Eight Cents ($577,972.68) annually. Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, the City, at its sole discretion, may extend the term of this Agreement for up to three (3) additional one-year renewal periods upon the same terms and conditions, subject to Section 2.1 of this Agreement.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this

Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall

it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) 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.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

CCS Facility Services–Orange County, Inc.
3001 Red Hill Avenue, Bldg. #6-220
Costa Mesa, CA 92626
Tel: (949) 677-5112
Attn: Sebastian Pedreira, General Manager

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5289
Attn: Director of Public Works

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of

laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this

Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONTRACTOR'S PROPOSAL

Proposal For Services:
City of Costa Mesa



RFP No. 26-13

CCS Facility Services' Response

March 11, 2026

March 11, 2026
Stephanie Urueta & Evaluation Committee
77 Fair Drive, Costa Mesa, CA 92628

Dear Evaluation Committee,

CCS Facility Services is pleased to submit our proposal to provide janitorial services for City of Costa Mesa facilities under RFP No. 26-13. We appreciate the opportunity to compete for this program and believe our operational capacity, municipal experience, and local presence uniquely position us to successfully support the City's facilities. We hope you find our proposed program compelling and cost effective.

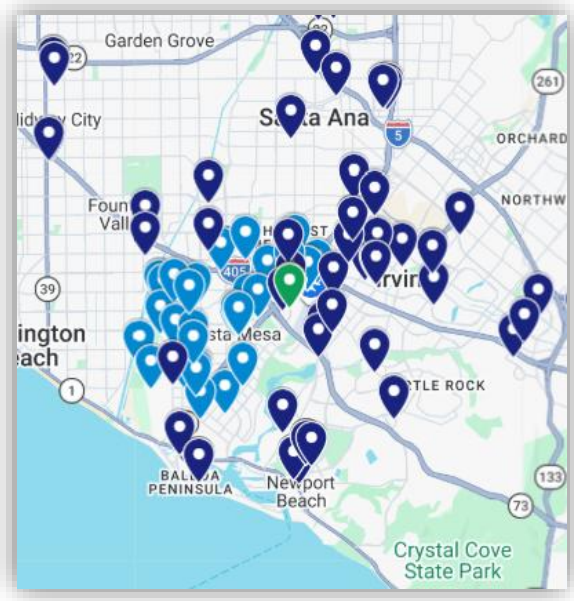
CCS Facility Services maintains a regional office located in Costa Mesa, allowing us to provide direct local management and rapid operational support to City facilities. Our regional leadership team lives and works in the surrounding community and actively supports dozens of municipal facilities throughout Orange County and Southern California. Because of this strong local presence, we have a deep understanding of the operational expectations associated with maintaining public facilities, including city halls, public safety buildings, community facilities, and parks. For your reference, we have included a map illustrating the numerous government facilities we currently support in the surrounding region.

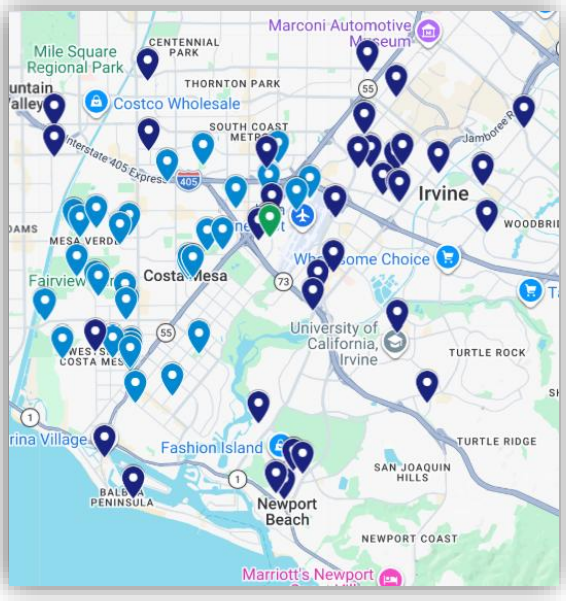
Our proposal demonstrates CCS's comprehensive understanding of the City's objectives and Scope of Work. We have structured our approach around the key evaluation priorities identified in the RFP: a clear and reliable service methodology, extensive municipal qualifications, strong staffing capacity, and responsible pricing. CCS currently supports hundreds of public facilities and has built scalable systems to manage complex multi-site programs while maintaining strict sanitation standards, quality assurance oversight, and responsive communication with our public agency partners.

Staffing reliability is one of CCS's greatest strengths. We currently have zero open janitorial positions in the Costa Mesa region and maintain a fully staffed workforce supported by trained floater personnel who provide additional coverage across our existing programs. While we understand the City will expect a thoughtful transition plan and dedicated staffing model, our existing workforce capacity means that if immediate support were ever required, CCS could mobilize experienced personnel to support the program without delay.

Current Staffing for Our Costa Mesa Branch:
Total Number of Professional Cleaners: 680
Total Number of Job Openings as of March 4, 2026: 0
Total number of cross-trained floaters: 12

Below please see maps of our client density in and around Costa Mesa. Our client locations are marked in navy, the locations specified in this RFP are in light blue, and our office is the green dot. We have regional leadership that works in this office and will have eyes on the City of Costa Mesa facilities regularly. Showcasing our client density here proves we have the regional support and layered management to provide the City of Costa Mesa with a quality janitorial program.





In addition to our workforce depth, CCS brings nearly four decades of experience delivering custodial services to government agencies. Our management teams utilize structured quality control inspections, dedicated supervision, and modern workforce technology to ensure that service standards are consistently achieved across all facilities. These systems provide the reliability, transparency, and accountability that municipalities expect when outsourcing critical facility services.

We are confident CCS Facility Services is exceptionally well qualified to support the City of Costa Mesa. Our local presence, municipal experience, stable workforce, and operational infrastructure position us to deliver dependable service that reflects positively on the City and ensures facilities remain clean, safe, and welcoming for employees and residents alike.
Thank you for your time and consideration. We look forward to the opportunity to partner with the City of Costa Mesa and are available at any time to answer questions regarding our proposal.

Sincerely,

Maryll Betzold
Director, Government Services
CCS Facility Services
mbetzold@ccsbts.com
720-955-5421

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Background & Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

Background and Project Summary

CCS Facility Services understands that the City of Costa Mesa is seeking a reliable and experienced contractor to provide comprehensive janitorial services across multiple City-owned facilities. The City requires a janitorial program that consistently maintains clean, sanitary, and professional environments for both employees and the public while ensuring minimal disruption to City operations.

Based on our review of Appendix A – Scope of Work, the City is seeking a contractor capable of providing complete janitorial services that include furnishing all labor, supervision, equipment, and cleaning materials necessary to maintain City facilities to high sanitation and presentation standards. The work encompasses routine daily cleaning tasks and advanced periodic requirements, including weekly, monthly, quarterly, bi-annual, and annual services with varying degrees of difficulty and complexity.

CCS Facility Services recognizes that the City has established specific performance expectations for cleanliness, sanitation, and responsiveness. The program requires adherence to detailed task schedules for each facility, consistent quality standards, and the ability to respond quickly to service concerns. The City has also outlined clear operational requirements including proper supervision, employee background checks, safety and training programs, and strict adherence to security procedures within City facilities. The contractor must maintain sufficient staffing levels, provide trained personnel and supervisors, and respond promptly to both major and minor service issues to ensure facilities remain clean, disinfected, and safe for daily use.

The objectives of this program are to maintain City facilities in a condition that is consistently clean, sanitary, and welcoming to employees, residents, and visitors. This includes delivering reliable service schedules, maintaining high-quality floor and surface care, ensuring restrooms and public areas meet strict sanitation standards, and supporting the City's operational requirements through responsive supervision and effective communication with City staff. By implementing structured cleaning procedures, trained personnel, and proactive quality control, the contractor can ensure the City of Costa Mesa's facilities remain well-maintained and reflective of the City's commitment to providing high-quality public services.

Project Approach & Methodology

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

Understanding the Scope of Work

CCS Facility Services has thoroughly read and understands the scope listed in the RFP issued by the City of Costa Mesa. We have spent nearly 40 years in the janitorial/custodial industry. During those years, we have refined a formula we use to identify how long it will take our team to complete a provided scope of work. CCS Facility Services uses this formula hundreds of times per year, and it has proven to be a trustworthy metric for us internally to provide accurate proposal estimates that we stand by. On this and the following pages, we have compiled a thorough explanation of how we will complete the scope of work if CCS Facility Services is awarded the contract. On page 14, we outline the hours per day and per week estimates based on the scope of work listed in the RFP. We will also bring in our specialized floor care team to assist with periodic and floor care needs, including all carpet and hard floor care, exterior window care, pressure washing, and all pool deck cleaning needs.

Due to the number of facilities, the frequency of cleaning, and the schedule required, we anticipate this program requiring 10 employees, with a mix of full time and part time to fulfill weekend, monthly, quarterly, and floor care needs.

We understand that the scope of work for a public agency janitorial program extends well beyond routine cleaning tasks and requires disciplined execution, regulatory compliance, and measurable performance outcomes. Public-sector facilities demand structured staffing plans by site and shift, adherence to detailed task frequencies (daily, weekly, periodic, and annual), documented quality assurance protocols, and strict compliance with security requirements such as background screenings and controlled access procedures. The program must incorporate sustainable cleaning practices, proper chemical management with SDS documentation, equipment maintenance standards, and clear escalation procedures for emergency response. Equally important is transparent communication with agency stakeholders, including routine inspections, performance reporting, issue tracking, and scope validation to ensure alignment with budget and service expectations. Our approach recognizes that a public agency janitorial contract is fundamentally an operational partnership—one that safeguards public assets, supports health and safety, and maintains community confidence through consistent, accountable service delivery.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

To ensure consistent client satisfaction and full compliance with the Scope of Work, CCS Facility Services implements a disciplined service delivery model built on **structured transition planning, layered management oversight, and a data-driven quality assurance program**. This approach has been successfully deployed across numerous municipal programs throughout the region and reflects the same operational rigor we bring to our long-standing local government partnerships.

Project Approach & Methodology

Compliance-Focused Transition and Operational Readiness

CCS Facility Services approaches every new contract with a structured transition plan designed to ensure immediate compliance with the Scope of Work and a seamless start to operations. During mobilization, CCS validates all facilities, confirms staffing assignments, verifies equipment inventories, and aligns service schedules with contract specifications. Standard operating procedures, safety protocols, and reporting structures are implemented from day one to ensure services are delivered consistently and in full compliance with program requirements. Because CCS already maintains a strong operational footprint supporting numerous nearby public-sector clients, we are able to leverage existing management infrastructure, trained personnel, and operational resources to stabilize service quickly and minimize startup risk.

Layered Management Oversight

A cornerstone of CCS's service delivery model is our layered management structure, which ensures multiple levels of supervision, accountability, and operational support. Frontline supervisors work directly with cleaners and day porters to ensure tasks are completed according to specification, while Area Managers and senior leadership provide broader oversight, coaching, and quality accountability. This structure ensures that each facility benefits from consistent supervision and that issues are escalated and resolved quickly.

Technology-Enabled Quality Assurance

CCS reinforces its management structure with a technology-driven quality assurance program built on two integrated platforms:

- Visitt, our AI-enabled quality control and work order management system, documents inspections, tracks corrective actions, and provides photo-verified service completion. This platform creates full transparency by allowing supervisors and client stakeholders to view real-time service performance and inspection results.
- Findd, our biometric and geofenced timekeeping system, verifies employee attendance and confirms that staff are working at the appropriate locations and times. This system provides a reliable, auditable record of workforce compliance.

Together, these tools create a closed-loop operational system where work is assigned, verified, documented, and continuously monitored.

Inspections, Accountability, and Continuous Improvement

CCS conducts a structured inspection program consisting of formal inspections, routine walkthroughs, and unannounced spot checks. Inspection results are documented within Visitt and automatically routed to supervisors for immediate corrective action when needed. This proactive approach allows our team to identify issues early and maintain consistent service performance across all facilities.

Quarterly Business Reviews and Client Partnership

To ensure ongoing alignment with client expectations, CCS conducts Quarterly Business Reviews (QBRs) with agency stakeholders. These meetings provide a structured forum to review performance metrics, inspection trends, service data, and improvement initiatives. QBRs reinforce transparency, strengthen communication, and ensure that service delivery continues to evolve with the agency's operational needs.

Through this integrated approach—a compliance-driven transition, layered supervision, technology-enabled quality assurance, structured inspections, and collaborative performance reviews—CCS consistently delivers reliable, high-performing janitorial programs. Our extensive experience supporting nearby public-sector agencies demonstrates our ability to meet the accountability, transparency, and operational standards required in government environments while maintaining a strong focus on client satisfaction.

Project Approach & Methodology

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

Our proposed schedule for the City of Costa Mesa facilities will be applied using a production-rate methodology refined over nearly 40 years of janitorial operations. For each building type and task category (e.g., restrooms, offices, public counters, hard floors, glass, high-touch disinfection), we calculate labor hours using established square-foot production standards, task frequencies, fixture counts, and site-specific variables such as occupancy levels and public access intensity. These standards are derived from historical performance data across comparable civic facilities, time-and-motion benchmarking, and continuous field validation by our operations leadership team. The resulting staffing model reflects the time required to meet scope, quality, and compliance expectations while maintaining supervisory oversight and quality assurance inspections.

The numbers below reflect hours per month. On the following page we outline how long the standard daily / weekly duties will be carried out over a week's time.

Location Name	Total Monthly Hours	Daily / Weekly Duties	Floor Care	Other Duties (Monthly / Quarterly)	Annual & Semi Annual Required Duties (No floor care included)
Balearic Community	65	48	9	8	
City Hall	250	210	20	5	15
Communications	28	24	3		1
Corporation Yard -Old	18	13	2	1	2
Corporation Yard	18	15	2	1	
Downtown Recreation	170	150	15	5	
Norma Hertzog	68	60	8		
Police Facility	345	290	52	2	1
Police Substation	5	4	0.5	0.5	
Senior Center	100	80	15	4	1
Bridge Shelter	28	21	3	2	2
PD Warehouse	3	3			
Fire Stations	8				8
IT Offices & Training	7	7			
Costa Mesa Tennis	9	9			
Park Locations	456	450		6	
Fairview Park	15	14.5		0.5	
ALDO	22	19		3	

Project Approach & Methodology

The below reflects the standard weekly schedule and hours per day to accomplish the ongoing daily / weekly tasks as part of the scope of work.

Location Name	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Balearic Community		2	2	2	2	2	
City Hall		9.5	9.5	9.5	9.5	9.5	
Communications		1	1	1	1	1	1
Corporation Yard -Old		1		1		1	
Corporation Yard		1		1		1	
Downtown Recreation	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Norma Hertzog	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Police Facility	9.5	9.5	9.5	9.5	9.5	9.5	9.5
Police Substation				1			
Senior Center	3.5		3.5		3.5	3.5	3.5
Bridge Shelter		1	1	1	1	1	
PD Warehouse				.75 Semi-Monthly			
Fire Stations	Annual Service						
IT Offices & Training	1	1	1	1	1	1	1
Costa Mesa Tennis		.75		.75		.75	
Park Locations	15	15	15	15	15	15	15
Fairview Park	1	1	1	1	1	1	1
ALDO	.75	.75	.75	.75	.75	.75	.75

Project Approach & Methodology

Floor Care

CCS Facility Services specializes in comprehensive floor care and maintenance, and our teams are highly experienced in managing the types of recurring floor care services required under this contract. The City's scope includes monthly machine scrubbing of hard surface flooring, quarterly carpet cleaning, and semi-annual strip and wax services, all of which are core services regularly performed by CCS across our municipal and public-sector client portfolio. Our trained floor technicians utilize commercial-grade equipment and industry-approved processes to restore, protect, and extend the life of flooring materials while maintaining a consistently clean and professional appearance. By integrating these services into our structured periodic maintenance program, CCS ensures that both carpeted and hard surface floors receive the specialized attention needed to maintain safety, durability, and long-term facility value.

Window Cleaning

Exterior window cleaning services will be performed by West Coast Property Maintenance, a trusted CCS subcontracting partner with extensive experience in commercial and municipal window cleaning; all required licenses and credentials can be provided to the City of Costa Mesa upon request.

Locker Room Details

Locker room detailing will be performed by CCS's dedicated daily cleaning team, who are trained in proper locker room sanitation procedures and equipped with the specialized tools and products required to safely and effectively clean locker interiors, benches, and surrounding surfaces. This approach ensures lockers are detailed consistently and thoroughly while maintaining hygiene standards and minimizing disruption to facility users.

Pressure Washing

CCS utilizes a dedicated specialty services team to perform all pressure washing and exterior surface cleaning required under this contract. These technicians are specifically trained in exterior cleaning methods, surface protection, and safety procedures, and are equipped with commercial-grade pressure washing systems designed for municipal environments. By deploying a specialized crew with the proper equipment, surface-appropriate cleaning techniques, and experience working on public facilities, CCS ensures that sidewalks, hardscape areas, and exterior building surfaces are cleaned effectively while protecting surrounding infrastructure and minimizing disruption to City operations and the public.

Parks

CCS Facility Services has extensive experience providing janitorial services for municipal park systems and understands the unique operational considerations involved in maintaining public-facing outdoor facilities. For the City of Costa Mesa parks included in this scope of work, CCS has proposed a two-person full-time parks team that will travel together using a CCS-provided vehicle to complete all daily, weekly, monthly, and quarterly services. This team-based approach allows our staff to divide responsibilities and complete work more efficiently, minimizing the time each park facility is occupied for cleaning and reducing disruption to community use. By deploying a dedicated parks crew equipped with the necessary supplies and transportation, CCS ensures consistent service coverage, faster task completion, and reliable maintenance of these high-visibility public amenities.

Project Approach & Methodology

4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal

The City of Costa Mesa program includes a robust and detailed set of periodic cleaning requirements, and CCS is well prepared to manage this level of service. Using **Visitt**, our closed-loop quality assurance platform, we will schedule all periodic tasks—including monthly, quarterly, and semi-annual services—**up to one year in advance**, ensuring each requirement is planned, tracked, and verified. CCS will also coordinate scheduling of these services with City staff ahead of time to minimize disruption and ensure transparency. While the standard periodic schedule outlined below applies to many of the facilities in this RFP, we recognize that several locations have **unique requirements** that cannot all be detailed within the space available. CCS has thoroughly reviewed the scope and is fully aware of the program's specialized needs—including **pressure washing, exterior window cleaning, monthly machine scrubbing, restroom detailing, and other facility-specific services**—and we are committed to ensuring every periodic requirement identified in the scope of work is completed consistently and on schedule.

The below schedule applies to many, not all, of the facilities outlined in this RFP. We have read, understand, and will comply with all periodic requirements. The anticipated timeline to complete these tasks can be found on page 8.

Weekly	Monthly	Quarterly	Semi Annual	Annual Services
• Dust low areas up to six foot in height. • Damp mop all hard surface floors / clean mop splatter on walls. • Use shampoo system to remove large soil spots and dry. • Disinfect all door handles. • Spot clean around all wall switch plates, doors, door frames and counters. • Wipe down vinyl and leather furniture. • Vacuum elevator tracks removing all debris, clean and polish exterior doors. • Chemically treat all waterless urinals on Friday evenings with approved chemicals. • Surface clean carpets as needed.	• Vacuum upholstered seating. • Dust all vertical and horizontal blinds. • Dust ledges and windowsills over six feet. • Vacuum ceiling vents and deflectors. • Dust mop and spot clean Fire Escape Stairs, railings and ledges. • Machine scrub hard surface floor and apply finish. • Detail vacuum corners and edges. • Clean and polish metal elevator threshold plates. • Clean accessible baseboards.	• Clean carpet using a high-pressure hot water extraction system.	• Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish. • Replace waterless urinal cartridges with approved replacements as needed.	• June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only.)

Project Approach & Methodology

Demonstration of Experience Providing Janitorial Service to Similar Entities

CCS Facility Services has included a sample list of public agencies and local government partners nationwide to showcase our demonstrated experience in providing janitorial services to similar entities. These clients, whose engagements involve complex scopes of work, multiple buildings, defined schedules, and access to sensitive facilities, are comparable to the City of Costa Mesa's scope requirements. Notably, several of these agencies have entrusted CCS Facility Services with their janitorial needs for over a decade, underscoring our commitment to long-term, reliable service. CCS Facility Services supports over 15 public agencies in Southern California with janitorial needs, and over 1,000 local government facilities nationwide. This extensive experience in providing services to other local governments qualifies us to serve the City of Costa Mesa.

Account Name	Account Location	Year Initiated	Contract Value
San Bernardino County	San Bernardino, CA	2025-Present	Approx. $984k/year
Amtrak	Los Angeles, CA	2025-Present	Approx. $120k/year
City of Signal Hill	Signal Hill, CA	2025-Present	Approx. $240k/year
City of Laguna Beach	Laguna Beach, CA	2025-Present	Approx. $240k/year
City of Chino	Chino, CA	2019-Present	Approx. $456k/year
City of Rancho Cucamonga	Rancho Cucamonga, CA	2014-Present	Approx. $900k/year
City of Fullerton	Fullerton, CA	2014-Present	Approx. $840k/year
City of Monterey Park	Monterey Park, CA	2025-Present	Approx. $480k/year
City of Monrovia	Monrovia, CA	2016-Present	Approx. $204k/year
Santa Clara Valley Water	San Jose, CA	2023-Present	Approx. $1.3m/year
Madera County	Madera, CA	2018-Present	Approx. $780k/year

Staffing for Our Orange County Branch:
Total Number of Professional Cleaners: 650
Total Number of Job Openings as of March 4, 2026: 0 (We typically have 3-5 openings, but are fully staffed currently)
Total number of cross-trained floaters: 12

We anticipate staffing this program with approximately 10 employee, a mix of part time and full time, which is approximately 1% of our current workforce in this branch. With our high level of client density in the area, we can easily support the City of Costa Mesa and have a robust local infrastructure to ensure quality of service.

Project Approach & Methodology

CCS Facility Services will carry out the City of Costa Mesa's Scope of Work through ***a structured, fully self-performed janitorial program built to support the City's 17 facilities with consistent quality, reliable staffing, and clear accountability***. Our approach combines disciplined recruiting, optimized scheduling, strong on-site supervision, and a proven system for ensuring all daily and periodic tasks are completed on time.



During the **transition phase**, we conduct detailed walkthroughs of each facility to confirm access windows, building requirements, special cleaning needs, and storage and security protocols. We then assign trained CCS employees—day porters, night staff, and specialist floorcare technicians—based on each building's operational needs. All personnel are background-screened, uniformed W-2 employees trained on the City's scope, restroom and locker-room sanitation, safety requirements, closed-loop chemical use, and customer service expectations.

Scheduling is aligned with the City's service windows to ensure efficient, safe cleaning. Night crews service the key City facilities, including City Hall, the recreation center, community centers, police facilities, corporation yards. We will have a dedicated team supporting the City of Costa Mesa parks, ensuring that there are two individuals at each park. The City of Costa Mesa's full scope of work, including daily and periodic tasks, will be managed through our work order system, Visitt.





Oversight service is delivered through a robust management structure. In addition to the City's two required supervisors on duty, an Account Manager serves as the City's primary point of contact, supported by Day Service Managers, Night Area Managers who conduct routine inspections, monitor performance, coach staff, and verify the completion of all work. Our closed-loop work-order and inspection process documents tasks, tracks progress, and ensures any issue is corrected the same day.

CCS Facility Services performs all daily cleaning tasks, including restroom sanitation, high-touch disinfection, trash removal, floor care, vacuuming, glass cleaning, kitchen and appliance cleaning, and facility-specific needs such as City Hall meeting support and Library children's area care. In addition to daily service, CCS completes the City's periodic requirements. Monthly tasks—such as high dusting, machine floor scrubbing, cleaning of all vertical and horizontal blinds, and baseboard cleaning—are scheduled during low-traffic times. Quarterly work includes both carpet and strip-and-wax maintenance, and Bi-annual and annual deep cleaning, including full window cleaning, pressure washing, and deep cleaning garage flooring is performed by our specialized floorcare division.





Through precise staffing, structured scheduling, strong supervision, and an organized periodic-maintenance program, CCS Facility Services ensures high-quality cleaning across all City buildings while meeting every daily, seasonal, and long-term requirement of the City of Costa Mesa's Scope of Work.

Qualifications & Experience of Firm

Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

CCS Facility Services brings nearly four decades of experience providing professional janitorial and facility services to public agencies, municipalities, and large institutional clients. With regional operations throughout the western United States, CCS has developed the operational infrastructure, staffing capacity, and supervisory systems necessary to manage complex multi-facility janitorial programs similar to the City of Costa Mesa's requirements.

CCS currently supports numerous government facilities including city halls, administrative offices, public safety buildings, libraries, and community facilities. These programs require coordinating nightly janitorial services across multiple locations while maintaining strict sanitation standards, security protocols, and service schedules. Our experience working within municipal environments ensures that facilities remain clean, safe, and operational without disrupting City staff or public activities. More information about our current local government experience is on the following page.

Each CCS municipal contract is supported by a dedicated management structure that includes an Account Manager and working supervisors responsible for scheduling, quality assurance inspections, and communication with City personnel. Our supervisors conduct routine inspections to ensure that all daily, weekly, and periodic tasks are completed according to contract specifications. In addition, CCS maintains a deep bench of trained personnel and backup staff, allowing us to quickly address absenteeism or changing service needs while maintaining consistent service levels.

CCS equips its teams with commercial-grade equipment and industry best practices, including HEPA filtration vacuums, microfiber cleaning systems, and advanced floor care equipment. All personnel receive training in custodial procedures, safety practices, and facility security protocols to ensure that services are delivered safely and efficiently.

Through our municipal experience, strong supervision structure, trained workforce, and operational resources, CCS Facility Services is well positioned to deliver the reliable, high-quality janitorial services required to support the City of Costa Mesa's facilities.

2. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

CCS Facility Services-Orange County, Inc. is a C-Corporation, headquartered at 990 S Broadway, Suite 200, Denver, CO 80209, and opened in 1988, and a regional office at 3001 Red Hill Ave Bld. #6-220, Costa Mesa, CA 92626. The officers are listed in our forms section, and are Cameron Hall, Troy Coker, Bill King. Cameron is located out of our Costa Mesa office listed above, and Troy and Bill work out of our Denver office lilsted above.

Qualifications & Experience of Firm

4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

CCS Facility Services' Demonstration of Experience Providing Janitorial Service to Similar Entities

CCS Facility Services has included a sample list of public agencies and local government partners nationwide to showcase our demonstrated experience in providing janitorial services to similar entities. These clients, whose engagements involve complex scopes of work, multiple buildings, defined schedules, and access to sensitive facilities, are comparable to the City of Costa Mesa's scope requirements. Notably, several of these agencies have entrusted CCS Facility Services with their janitorial needs for over a decade, underscoring our commitment to long-term, reliable service. CCS Facility Services support over 15 public agencies in Southern California with their janitorial needs, and over 1,000 local government facilities nationwide. It is because of this dense experience in providing services to other local governments that we are qualified to serve the City of Costa Mesa.

Account Name	Account Location	Year Initiated	Contract Value
San Bernardino County	San Bernardino, CA	2025-Present	Approx. $984k/year
City of Signal Hill	Signal Hill, CA	2025-Present	Approx. $240k/year
City of Laguna Beach	Laguna Beach, CA	2025-Present	Approx. $240k/year
City of Chino	Chino, CA	2019-Present	Approx. $456k/year
City of Rancho Cucamonga	Rancho Cucamonga, CA	2014-Present	Approx. $900k/year
City of Fullerton	Fullerton, CA	2014-Present	Approx. $840k/year
City of Monterey Park	Monterey Park, CA	2025-Present	Approx. $480k/year
Santa Clara Valley Water	San Jose, CA	2023-Present	Approx. $1.3m/year
Madera County	Madera, CA	2018-Present	Approx. $780k/year
Amtrak	Los Angeles, CA	2025-Present	Approx. $120k/year
City of Encinitas	Encinitas, CA	2025-Present	Approx. $192k/year
City of San Marcos	San Marcos, CA	2023-Present	Approx. $312k/year
City of Claremont	Claremont, CA	2025-Present	Approx. $264k/year
City of El Cajon	El Cajon, CA	2020-Present	Approx. $444k/year
City of Monrovia	Monrovia, CA	2016-Present	Approx. $204k/year
City of Rialto	Rialto, CA	2024-Present	Approx. $444k/year

Qualifications & Experience of Firm

4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

Below are a list of accounts that are similar to the City of Costa Mesa, with a brief summary of the scope of work.

Patrica Perez
Supervising Custodian
Project and Facilities Management
Cell 909.379-2286, patricia.perez@pfm.sbcounty.gov
200 S. Lena Rd., San Bernardino, CA. 92415
Customer since 2025, ongoing
Providing day porter and night cleaning to 13+ facilities, using 10+ employees. Facilities include Sheriff Training Centner and other County buildings.

Caleb DuPont
Facilities Supervisor
8749 Lion St, Rancho Cucamonga, CO 91730
Caleb.Dupont@cityofrc.us
Customer since 2014, ongoing
12 CCS Facility Services employees service 45+ City facilities including City Hall, the Police Department, Libraries, and Park restrooms.

Martin A. Soto
Facilities Maintenance Supervisor
Martin.soto@cityofchino.org, c: 909.536.8769
13220 Central Ave, City of Chino, CA 91710
Customer since 2019, ongoing
13 CCS Facility Services employees service 14 buildings and 110k sq ft. Facilities include City Hall, police department, community centers and more.

Staffing

Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.' Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.
Number of employees employed full time. When contacting your firm, contractor's personnel must be immediately available (answering machines or answering services are not acceptable). List the names, phone numbers, and e-mail addresses for the following:

- o Assigned Supervisor (for proposed contract)
- o Customer Service Representative for problems/questions
- o Accounts Receivable Representative for problems/questions.

In accordance with the **California Displaced Janitor Opportunity Act**, CCS will retain and transition the current janitorial employees assigned to these facilities, ensuring continuity of service and preserving the experience and institutional knowledge these workers bring to the program. CCS has extensive experience successfully onboarding incumbent staff and supporting them through structured orientation, training, and integration into our operational systems. To ensure these employees receive the guidance and resources necessary for success, CCS has identified a dedicated management team that will provide oversight, training, and ongoing support throughout the transition and contract term. The following pages outline the CCS management personnel who will be responsible for supporting these team members and ensuring consistent, high-quality service for the City of Costa Mesa.

Each key individual's contact information is listed on their resume.

Supervisor: Ernesto Flores, eflores@ccsbts.com, 949-239-5606

Customer Service Representative: Erryn Moreno, emoreno@ccsbts.com, 949.244.8682

Accounts Receivable: Victoria Burk, vburk@ccsbts.com , 303.733.8997

CCS Facility Services – Orange County, Inc. Employee Count:

Total number of employees: 680 as of March 11, 2026

Full time: 384

Part Time: 296

Compliance with California Labor Code: Displaced Janitor Opportunity Act

California Labor Code Section 1060-1065 (Displaced Janitor Opportunity Act)

CCS Facility Services is fully committed to complying with the **California Displaced Janitor Opportunity Act (Labor Code §§1060–1065)**. We view this not just as a legal requirement, but as an opportunity to ensure stability for employees and continuity of service for our clients.

90-Day Retention Commitment

When awarded a new janitorial services contract in California, we honor the statutory requirement to retain the existing qualified janitorial employees of the prior contractor for a period of not less than 60 days, unless just cause exists for termination. At the end of this period, we evaluate performance in good faith and may extend permanent employment offers to those employees.

Notification & Hiring Process

We coordinate with the outgoing contractor to obtain the list of current service employees as required. These employees are provided with written notice of their right to continued employment and are offered positions with wages, hours, and working conditions consistent with our program.

Non-Discrimination

We do not interfere with, restrain, or retaliate against any covered employees exercising their rights under this statute. Employment decisions during the retention period are based strictly on performance and operational needs.

Training & Onboarding

Retained employees are enrolled in our onboarding, safety, and compliance training to ensure a smooth transition into our program standards while preserving their employment rights.

Documentation & Recordkeeping

We maintain required documentation of employee lists, notices, retention offers, and evaluation outcomes to ensure full compliance with statutory obligations.

Staffing

Key Contact	Title	Functions for the City of Costa Mesa	Anticipated Monthly Hours of Service Supporting Direct Supervisors and Front Line Team
Cameron Hall	Regional Vice President	The Regional Vice President provides senior executive oversight for the region and will remain engaged to ensure the success of the City of Costa Mesa program. The RVP supports the General Manager through strategic guidance, resource allocation, and participation in executive-level reviews to ensure CCS consistently meets the City's service expectations.	<1 – mostly behind the scenes and as necessary for management support and contract compliance needs
Sebastian Pedreira	General Manager	Sebastian will closely with Erryn and supervisory team to review operational performance, address escalated issues, and ensure alignment with CCS service standards. He will also participate in strategic planning and periodic executive-level reviews to evaluate program performance, staffing stability, and continuous improvement opportunities.	<5 – mostly as management support to Erryn, financial oversight of the contract, ensuring the team has all resources required to complete the scope of work.
Erryn Moreno	Account Manager	The Account Manager serves as the primary point of contact for the program and is responsible for coordinating day-to-day service delivery, communication, and issue resolution between CCS and the client. In this role, the Account Manager oversees operational performance, supports the supervisory team, and ensures that staffing, service quality, and reporting requirements are consistently met.	15 – 20 – depending on the needs of the supervisors and leads of this program, and their development as professionals.

ADDENDUM NO. 1

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 17, 2026

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Mandatory Job Walk** will be held on **February 18, 2026, at 10:00 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

2. **REPLACE**: **Mandatory Job Walk** will be held on **February 18, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

3. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
Corporation Yard (New)	2310 Placentia Avenue	5,219
Downtown Recreation Center	1860 Anaheim Avenue	18,445
Norma Hertzog Community Center	1845 Park Avenue	9,300
Police Facility	99 Fair Drive	30,551
Police Substation	567 W. 18th Street	8,966
Senior Center	695 W. 19th Street	20,127
Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2	2,000
STATION	**ADDRESS**	**TOTAL SQUARE FOOTAGE/LIVING SPACE**
Fire Station No. 1	2803 Royal Palm Drive	3,750
Fire Station No. 2	800 Baker Street	3,332

Fire Station No. 3	1865 Parka Avenue	3,358
Fire Station No. 4	2300 Placentia Avenue	3,150 & 1,456 for training classroom
Fire Station No. 5	2450 Vanguard Way	4,305
Fire Station No. 6	3350 Sakioka Drive	4,342

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 2

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 19, 2026

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 30%**
    - **Cost Proposal ----- 5%**

2. **REPLACE**: Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 25%**
    - **Cost Proposal ----- 10%**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.



3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County - Inc.

Company Name

3001 Red Hill Ave Bld. #6-220,

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 3

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 20, 2026

The referenced document has been modified as per the attached Addendum No. 3

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: 2nd Mandatory Job Walk** will be held on **February 24th, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

   Companies that attended the **February 18th** mandatory job walk are not required to attend.

2. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
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Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
Code Enforcement Substation	3190 Airport Loop Drive, E-2	2,000

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.


3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 4

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on March 4, 2026

The referenced document has been modified as per the attached Addendum No. 4

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: Exhibit 2 Scope of Work & Job Specification for Park Restrooms**

2. **ADD: Signed Sign in Sheets**

   - **February 18, 2026 @ 8:30 a.m.**
   - **February 24, 2026 @ 8:30 a.m.**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

EXHIBIT 2

SCOPE OF WORK AND JOB SPECIFICATIONS FOR PARK RESTROOMS FOR JANITORIAL SERVICES FOR CITY FACILITIES

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the interior to the building. The description of each activity/service requirement is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the park restrooms that are to be maintained by the Contractor.

Daily Activities:

- Empty all waste receptacles. Replace liner if torn or soiled. Spot clean receptacles.
- Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and front.
- Clean and disinfect any soiled areas resulting from leaker liners.
- Completely clean and sanitize all toilets, urinals and adjacent wall surfaces.
- Clean and sanitize walls and doors.
- Clean and sanitize mirrors, sinks, countertops and changing stations.
- Dust natural airflow grills/grates.
- Clean, sanitize and polish all metal bright work.
- Clean and sanitize stall partitions, shelves, fixtures and dispensers.
- Unclog any stoppages in toilets and sinks. Notify City immediately via email if unsuccessful.
- Knock down any spider webs and dust surfaces.
- Restock paper dispensers and refill soap dispensers as needed.
- Sweep and mop with germicidal disinfectant.
- Inspect the restroom and notify City, via email, of any damaged or broken fixtures or amenities, graffiti or unsafe conditions.
- Lock restroom doors/gates and lock park access gate(s) when work is completed.

Weekly Activities:

- Hose down floors and remove standing water using a squeegee.

Monthly Activities:

- Pressure wash interior to remove stains and visible soil such as dirt and soap stains from walls and floors.

PARK AND PUBLIC FACILITY RESTROOM LOCATIONS AND SCHEDULE

Park Name and Address	Weekday Time In/Out	Weekend Time In/Out
Canyon Park 970 Arbor Street (Lock Gate Only)	5:00 pm	5:00 pm
Del Mesa Park 2080 Manistee Drive	9:00 pm - 9:15 pm	9:05 pm – 9:20 pm
Estancia Park 1900 Adams Avenue	7:10 pm - 7:25 pm	7:10 pm - 7:25 pm
Fairview Park 2501 Placentia Avenue	6:50 pm - 7:10 pm	6:50 pm - 7:10 pm
Jack Hammett Sports Complex 2750 Fairview Road	10:40 pm - 11:00 pm	11:05 pm - 11:30 pm
Heller Park 257 E 16th Street	5:30 pm - 5:45 pm	5:30 pm - 5:45 pm
Lions Park 570 W 18th Street	5:45 pm - 6:00 pm	5:45 pm - 6:00 pm
Luke Davis Field 1814 Anaheim Avenue	6:15 pm - 6:30pm	6:15 pm - 6:30 pm
Shiffer Park 3143 Bear Street	8:20 pm - 8:35 pm	8:20 pm - 8:35 pm
Smallwood Park 1656 Corsica Place	7:40 pm - 7:55 pm	7:40 pm - 7:55 pm
TeWinkle Park 970 Arlington Drive (4 Restrooms)		
Skate Park	9:40 pm - 10:10 pm	9:45 pm - 10:15 pm
Angel's Playground	9:15 pm - 9:40 pm	10:45 pm - 11:05 pm
Restroom #2	No Service	9:20 pm - 9:45 pm
Athletic Complex	10:10 pm - 10:40 pm	10:15 pm - 10:45 pm
Vista Park 1200 Victoria Street	6:35 pm - 6:50 pm	6:35 pm - 6:50 pm
Wakeham Park 3400 Smalley Street	7:55 pm - 8:20 pm	7:55 pm - 8:20 pm

CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - HDL-29911

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5235

BUSINESS NAME /DBA	CCS FACILITY SERVICES - ORANGE COUNTY, INC.	EXPIRATION DATE:	February 28, 2027
BUSINESS LOCATION	3001 RED HILL AVE 220 COSTA MESA, CA 92626	DESCRIPTION:	JANITORIAL

PRINCIPAL'S NAME: Stephen Testa

SPECIAL CONDITIONS:

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE - TO BE POSTED IN A CONSPICUOUS PLACE

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

California Civil Code §51.6 prohibits businesses from engaging in genderbased discrimination. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

Above is your Business License Certificate

Please Note

Every business is responsible for the annual renewal of this license.

Contact the Business License Division at (714) 754-5235 prior to any of the following changes:

1. Name change
2. Location change
3. Ownership change
4. Business activity change
5. Business type change

Your business license certificate must be kept at the place of business and made available for inspection.

BUSINESS LICENSING

77 FAIR DRIVE

City of Costa Mesa
BUSINESS LICENSE TAX CERTIFICATE

Stephen Testa
990 S Broadway St, Suite 200
Denver, CA 80209

License Number: HDL-29911

Date of Issue: 3/1/2026

EXHIBIT C

FEE SCHEDULE

APPENDIX B

COST PROPOSAL
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

BUILDING	ADDRESS	MONTHLY LABOR HRS.	MONTHLY COST	ANNUAL COST
Balearic Community Center	1975 Balearic Dr.	65	$ 2,010.03	$ 24,120.36
City Hall	77 Fair Dr.	250	$ 7,401.61	$ 88,819.32
Communications Center	79 Fair Dr.	28	$ 877.78	$ 10,533.36
Corporation Yard (Old)	2300 Placentia Ave.	18	$ 551.99	$ 6,623.88
Corporation Yard (New)	2310 Placentia Ave.	18	$ 568.81	$ 6,825.72
Downtown Recreation Center	1860 Anaheim Ave.	170	$ 4,906.02	$ 58,872.24
Norma Hertzog Community Center	1845 Park Ave.	68	$ 1,994.14	$ 23,929.68
Police Facility	99 Fair Dr.	345	$ 9,191.53	$ 110,298.36
Police Substation	567 W. 18th St.	5	$ 158.65	$ 1,903.80
Senior Center	695 W. 19th St.	100	$ 2,995.80	$ 35,949.60
Bridge Shelter	3175 Airway Ave.	28	$ 813.35	$ 9,760.20
PD Warehouse	3175 Airway Ave.	3	$ 86.20	$ 1,034.40
Fire Stations 1-6	Various	8	$ 384.53	$ 4,614.36
IT Offices and Training Room	77 Fair Dr.	7	$ 209.97	$ 2,519.64

[Contractor's name]

Costa Mesa Tennis Center	880 Junipero Dr.	9	$ 268.33	& 3,219.96
All Park Locations (Not including Fairview Park)	Various	456	$ 14,712.89	$ 176,554.68
Fairview Park	2525 Placentia Ave.	15	$ 408.55	$ 4,902.60
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2	22	$ 624.21	$ 7,490.52
	TOTAL:	1,615	**$** 48,164.39	**$** 577,972.68

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

CITY OF COSTA MESA

Agenda Report

File #: 26-286 **Meeting Date:** 5/19/2026

TITLE:

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE SHELTER OPERATIONS AT THE COSTA MESA BRIDGE SHELTER

DEPARTMENT: **CITY MANAGER'S OFFICE**

PRESENTED BY: **NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER**

CONTACT INFORMATION: **NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER, 714-754-5274**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Volunteers of America Los Angeles to provide Shelter Operations at the Costa Mesa Bridge Shelter for a period of three (3) years, with the option for two (2) additional one (1) year periods upon mutual written agreement of both parties, in an amount not to exceed $2,066,864.

2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements, including any potential increase to the annual compensation that is based on an increase to Volunteers of America Los Angeles employee salaries. This increase shall not exceed 5%.

BACKGROUND:

Costa Mesa Bridge Shelter

In April 2021, the City of Costa Mesa (City) opened the Costa Mesa Bridge Shelter (Shelter) located at 3175 Airway Avenue. The 100-bed Shelter provides interim housing and wrap-around services to individuals experiencing homelessness. These services include, but are not limited to, housing navigation, assistance with obtaining vital documents (e.g., Birth Certificate, Social Security Card, California ID or Driver's License, etc.), financial assistance for housing deposits and furniture, primary health care, dental screenings, behavioral health care, individual and group therapy, connections to detox and rehabilitation facilities, workforce development and employment readiness, benefit assistance, and more. Since opening its doors, the Bridge Shelter has facilitated the placement of over 250 people into permanent housing.

Shelter Operations

In July 2021, the City executed an agreement with Mercy House Living Centers (Mercy House) to serve as the Shelter Operator of the (then) 72-bed shelter at an annual cost of $2,000,000. In July 2023, the Shelter's capacity was increased to 85 beds, and the agreement was amended, increasing Mercy House's Not-To-Exceed (NTE) contract amount to $2,185,286 per year. In June 2024, the Shelter's capacity was increased to 100 beds, and the agreement was amended again, increasing Mercy House's NTE to $2,383,180. The agreement with Mercy House expires on June 30, 2026.

ANALYSIS:

In February 2026, the City released RFP 26-14 requesting proposals to provide Shelter Operations at the Bridge Shelter. The City received a total of three (3) proposals from the following qualified firms: Volunteers of America Los Angeles (VOALA), Mercy House, and Homeless Intervention Services of Orange County (HIS OC). City staff reviewed the proposals, conducted interviews with the three bidders, and assigned a score to each proposal. The proposals were ranked based on their cumulative scores, with VOALA receiving the highest score and Mercy House and HIS OC ranking second and third, respectively. The scores given to each proposer can been seen in the table below.

RFP 26-14 Shelter Operator Services				
Proposers	**Proposal Scores**	**Interview Scores**	**Total Scores**	**Rank**
VOALA	1200	1500	2700	1st
Mercy House	1083.25	1230	2313.25	2nd
HIS-OC	1206.5	1104.85	2311.35	3rd

Scope of Work

While City employees provide case management for shelter guests, the operator's duties are specifically focused on the following four areas:

1. Logistics - General shelter operations including guest laundry, assisting the kitchen operator (Bracken's Kitchen) with meal services and clean up, guest intakes and exits, 24/7 staffing of the concierge desk, etc.
2. Janitorial - Daily, ongoing cleaning of the entire campus, as well as nightly deep cleaning of the bathrooms and high-traffic areas.
3. Security - 24/7 on-site supervision of guests, including a post at the main entrance and roving patrols of the entire campus.
4. Transportation - A shuttle service that provides daily drop-off and pick-up locations around Costa Mesa.

VOALA utilizes a universal training system where employees are trained to perform all the duties listed above. This model reduces potentially negative impacts of staff call-outs and allows for responsibilities to be allocated evenly among team members.

VOALA is an approved administrator of the Medi-Cal benefits known as Community Supports (CS) and Enhanced Care Management (ECM), which are available to most guests enrolled at the Bridge Shelter. CS and ECM provide equitable, coordinated, and person-centered services to address housing insecurity, as well as specialized, managed care to improve quality of life for vulnerable, high -need populations. The City currently partners with two (2) outside agencies to provide these services, as they are not available through the current Shelter Operator. Selecting VOALA as the Shelter Operator will allow the City to consolidate these services into a single entity, streamlining the provision of care and reducing potential confusion among Shelter guests.

VOALA has an established history of serving Costa Mesa residents through various programs, including the Homeless Disability Advocacy Program (HDAP), as well as outreach and specialized services for Veterans. The City currently partners with outside agencies for these services as they are not available through the current Shelter Operator. Selecting VOALA as the Shelter Operator will augment our system of care for clients with disabilities and those who are veterans.

VOALA has a robust Evaluation and Quality Assurance Department that monitors data collection, measures progress toward achieving performance objectives, drives program evaluation, identifies potential issues, and informs corrective actions as needed for the program on an ongoing basis. Monitoring is conducted on an ongoing basis through their Quality Assurance team that provides real-time data for program management. Formal monitoring by the Quality Assurance team takes place quarterly through on-site visits to the Shelter. VOALA's Quality Assurance team reviews all program forms for accuracy, reviews participant files to ensure that documentation is correct and complete and conducts periodic audits of case files and database information to ensure that all data is correct and up to date. Additionally, VOALA's Evaluation Department will develop and oversee an "outcomes dashboard" for the Shelter program, which allows staff to have access to real-time data to monitor program effectiveness and progress in achieving outcomes.

Budget

The annual budget proposed by VOALA to operate the Shelter is $2,066,864, which is a savings of $316,316 compared to the current cost of $2,383,180. The draft Professional Services Agreement (Attachment 1) includes an optional annual cost increase based on the increase to VOALA employee salaries and shall not exceed 5%. This optional increase is at the sole discretion of the City Manager and requires justification by the Operator.

VOALA has the ability to decrease staffing levels and their overall program budget in the event the Council decides to reduce the capacity of the Shelter. However, because the Shelter operates 24 hours per day, seven days a week, VOALA has staffing minimums they cannot go below without compromising their ability to provide core shelter operation services. For example, if the City were to decrease capacity at the Shelter from 100 beds to 85 beds, VOALA could eliminate two (2) staff positions and reduce programmatic costs resulting in an annual savings of roughly $134,000.

Experience & Capacity

VOALA is a large organization with over 2,000 employees and service contracts totaling over $200 million. They operate 17 shelters across Los Angeles and Orange Counties and employ more than 300 staff trained in shelter operations who can be called on to quickly fill vacancies. Lastly, VOALA has extensive back-office capacity ensuring timely and accurate billing and data reporting, as well as

a robust system for staff training and development.

VOALA currently provides shelter operations at the Central Cities Navigation Center (CCNC) located in Garden Grove. The Network for Homeless Solutions recently toured this facility and were highly impressed with the facility overall. The CCNC was clean and well maintained, the clients were upbeat and provided positive feedback on their experiences, and VOALA's staff were engaged and knowledgeable.

Based on the factors listed above, staff recommends awarding the Shelter Operator contract to VOALA.

ALTERNATIVES:

The City Council can choose to deny the recommendation and award the Shelter Operator contract to one of the other proposers.

FISCAL REVIEW:

The annual cost proposed by VOALA to provide Shelter Operations at the Bridge Shelter is $2,066,864, which is $316,316 less than the City's current agreement of $2,383,180. Funding for this agreement is budgeted in the FY 2026-27 Proposed Budget in the Housing Authority Fund (Fund 222), subject to City Council's approval and adoption of the FY 2026-27 budget.

LEGAL REVIEW:

The City Attorney's office has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Volunteers of America Los Angeles to provide Shelter Operations at the Costa Mesa Bridge Shelter for a period of three (3) years, with the option for two (2) additional one (1) year periods upon mutual written agreement of both parties in amount not to exceed $2,066,864.

2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements including any potential increase to the annual compensation that is based on an increase to Volunteers of America Los Angeles employee salaries. This increase shall not exceed 5%.

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH VOLUNTEERS OF AMERICA OF LOS ANGELES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and VOLUNTEERS OF AMERICA OF LOS ANGELES, a California Nonprofit Public Benefit Corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform shelter operator services for the Costa Mesa Bridge Shelter, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," and the Management Operations and Procedures, attached hereto as Exhibit "C," all incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and made a part of this Agreement. Consultant's total annual not-to-exceed compensation is Two Million Sixty-Six Thousand Eight Hundred Sixty-Three

Dollars and Seventy-Four Cents ($2,066,863.74).

2.2. Cost Increases. City may, at the sole discretion of the City Manager, annually increase Consultant's not-to-exceed compensation by a maximum of five percent (5%). This optional increase must be requested in writing by Consultant and justified by providing documentation related to an increase in wages paid to Consultant's staff assigned to the Shelter.

2.3. Maximum Capacity Decreases. City may, as authorized by the City Council, decrease the maximum capacity of the Shelter, resulting in the need for Consultant to reduce staffing and certain programmatic costs directly related to the maximum number of beds available at the Shelter. However, at no time may Consultant reduce staffing levels and programmatic costs below that which is necessary to fulfill the services outlined in City's Request for Proposals (Exhibit "A"), Consultant's Proposal (Exhibit "B"), and the Management Operations and Procedures (Exhibit "C").

2.4 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its

anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty-six (36) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

"A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant'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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Volunteers of America of Los Angeles
3600 Wilshire Blvd. Ste 1500
Los Angeles, CA 90010
Tel: (213) 389-1500
Attn: Veronica Lara, COO

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5274
Attn: Nate Robbins,
Neighborhood Improvement Manager

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual,

preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq*.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting

of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Nate Robbins
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL 26-14

FOR

Shelter Operator Services

Costa Mesa

City Managers Office

CITY OF COSTA MESA

Released on February 10, 2026

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL
FOR
Shelter Operator Services

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for Shelter Operator Services. The awarded Contract, (hereinafter referred to as "Contract") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 year(s). The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $186.8 million and a total budget of over $224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

3.	**Release of RFP**	**February 10, 2026 at 5:00pm**
4.	**Deadline for Written Questions**	**February 18, 2026 at 10:00am.**
5.	**Responses to Questions Posted**	**February 24, 2026 at 5:00pm**
6.	**Proposals are Due**	**March 3, 2026 at 10:00am**
7.	**Interviews (if held)**	**March 17-18, 2026**
8.	**Approval of Contract**	**April 2026**

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Minimum of three (3) years of experience providing the services outlined in the scope of work.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

   - **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities. **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

    4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. How many years have you been in business under your present business name?

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution
    7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
    - ✓ Cover letter stating the total lump sum fee.
    - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on March 3, 2026. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 18, 2026 at 10:00 A.M**. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ------- 25%**

2. **Qualifications of the Firm ----25%**

3. **Method of Approach ----25%**

4. **Cost Proposal ---- 25%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **March 16-20, 2026** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for

award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may

consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

    - Preparing Proposal in response to this RFP;
    - Submitting that Proposal to the City;
    - Negotiating with the City any matter related to the Proposal; and,
    - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

    If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

    Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from

proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

SHELTER OPERATOR – SCOPE OF WORK

The following outlines the responsibilities of the Shelter Operator ("Contractor") of the Costa Mesa Bridge Shelter ("Shelter"). These responsibilities are more fully outlined in the Management Operations and Procedures (MOP), attached hereto as Exhibit B.

Services

1. **Janitorial and Logistics**

Contractor shall maintain the Shelter facility and surrounding property in a clean, safe, and orderly condition. Specific duties include, but are not limited to:

- Cleaning the Common Hall twice daily (after the lunch meal service and during overnight hours).
- Conducting weekly bed inspections to ensure guests maintain their living areas in accordance with Shelter guidelines.
- Cleaning the dormitories and clothing storage room at least once per week.
- Sorting the clothing/storage room and storage sheds, located on the back patio, at least once per week.
- Maintaining a laundry schedule to ensure guests' bedding and clothing are washed a minimum of once per week.
- Keeping offices and staff break areas clean and free from trash and debris at all times.
- Cleaning the pet area, smoking section, and back patio at least once per day.
  Cleaning guest and staff restrooms regularly, with one (1) deep cleaning performed nightly between 9:00 p.m. and 6:00 a.m.

2. **Transportation** –

Contractor shall provide transportation services to assist guests with their housing and case management plans.

- Shuttle service shall be available seven (7) days per week from 6 a.m. to 7 p.m.
- Contractor must supply a vehicle that seats at least eight (8) people total, including the driver.
- A rideshare program should be used only as a last resort and limited circumstances when no other transportation options are available.

3. **Security**

Contractor shall provide on-site security 24 hours per day, seven (7) days per week. Contractor may either execute and manage a contract with a qualified third-party vendor or provide their own qualified security staff.

- Security staff shall be trained in the skills needed to be successful in an emergency shelter setting, including but not limited to de-escalation, conflict resolution, and trauma-informed care.
- Contractor shall provide a copy of all incident reports to City within 24 hours.
- Contractor shall ensure security personnel conduct proactive patrols within a ½-mile radius patrols of the shelter to discourage loitering and other nuisance behavior, in accordance with the Shelter's Good Neighbor Policy.

4. **Kitchen**
Meal services and kitchen operations are provided by a separate Kitchen Operator. Contractor shall provide one (1) fully trained staff person per shift to assist with kitchen operations.

- Assigned staff shall possess a current Food Handler Certification
- Duties include assisting the Kitchen Operator before, during, and after meal services.

5.**Staffing**
Contractor shall maintain staffing levels sufficient to fulfill the requirements of this contract.

- Staff shall receive consistent and ongoing training to ensure proficiency in industry-recognized skills including de-escalation, trauma-informed care, motivational or strengths-based interviewing, etc.
- A training calendar and log of completed trainings shall be submitted to the Shelter Supervisor for review and approval.
- The City reserves the right to request replacement of staff member who fails to meet performance or conduct expectations.

6. **Concierge Desk**
Contractor shall staff the Concierge Desk from 7 a.m. to 9 p.m. seven (7) days per week.

- Concierge staff shall provide guest support, including shuttle coordination, rideshare scheduling, and distribution of toiletries and sundry items (e.g., towels, sleep masks, etc.).
- Staff shall provide courteous and professional customer service to all Shelter guests.

7. **Discipline**
Contractor shall administer guest discipline in accordance with the policies and procedures outlined in the Management Operations and Procedures (MOP), attached hereto as Exhibit B.

- All guest disciplinary actions, except exits involving exigent circumstances regarding health and safety and requiring immediate action, shall be approved by the City's Shelter Supervisor or their designee **prior** to being administered.

Reporting

1. Contractor shall submit monthly invoices for review and reimbursement by the City.
    - Invoices shall request reimbursement only for completed payments and must be accompanied by applicable supporting documentation in a City-approved format.
    - Only reasonable and direct shelter operating expenses are eligible for reimbursement.
2. Contractor shall submit monthly accomplishment reports containing operational and performance data in a format approved by the City.

APPENDIX B

SAMPLE
PROFESSIONAL/MAINTENANCE SERVICE AGREEMENT

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

EXHIBIT B

CONSULTANT'S PROPOSAL

Volunteers of America®
GREATER LOS ANGELES

February 27, 2026

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: RFP For Shelter Operator Services at Costa Mesa Bridge Shelter

Dear Review Committee,

Volunteers of America of Los Angeles (VOALA) is pleased to submit this proposal seeking to provide Shelter Operator Services at Costa Mesa Bridge Shelter. Founded in 1896, VOALA is one of Southern California's longest-running, largest, and most successfully managed nonprofit organizations. Each year, VOALA serves more than 13,500 people experiencing homelessness through a continuum of 90+ service programs and successfully administers a funding portfolio of contracts totaling more than $200 million. VOALA will bring unparallelled experience and qualifications to the proposed role, as the agency operates more than 2,800 interim housing shelter beds across a wide network of shelter programs Orange County and L.A. County.

A selection of shelter programs currently operated by VOALA includes: Central Cities Navigation Center (CCNC, featuring 85 shelter beds located in Garden Grove), Pathways to Home (featuring 300 beds, the largest homeless shelter in Los Angeles), Hope for Home (126 beds in Pomona), South L.A. Women's Shelter (125 beds), a 100-bed shelter in La Puente, a 100-bed shelter in Hacienda Heights, and numerous others.

VOALA has an established service presence in the City of Costa Mesa, which includes our Housing and Disability Advocacy Program (HDAP) for Families, Supportive Services for Veterans (SSVF), and outreach for Veterans. In the course of providing services in the surrounding area, VOALA has developed strong collaborative relationships with cities, public departments, law enforcement, and fellow service providers to facilitate services, referrals, and operations. As part of operating the CCNC, as well as other shelters, VOALA has ample experience conducting the responsibilities outlined in the RFP Scope of Work including janitorial duties and logistics; transportation assistance; concierge desk support; kitchen and meal service; disciplinary action; and consistent reporting, evaluation, and quality improvement.

Thank you for your consideration. We look forward to the potential to work with the City of Costa Mesa to provide a well-maintained, supportive, encouraging program environment for guests as they transition out of homelessness and work toward long-term stability and well-being. Please feel free to contact Eric Richards, Director of Housing, at (213) 435-4206 or erichardson@voala.org with any questions or requests for further information.

Sincerely,

Robert Pratt
President & CEO

Volunteers of America of Los Angeles
City of Costa Mesa
Shelter Operator Services Proposal

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Volunteers of America of Los Angeles
City of Costa Mesa
Shelter Operator Services Proposal

Background and Summary

Founded in 1896, Volunteers of America of Los Angeles (VOALA) is one of Southern California's oldest, largest, and most successfully managed nonprofit organizations. Each year, VOALA serves more than 13,500 people experiencing homelessness through 90+ service programs in Orange and L.A. Counties, including more than 2,800 interim housing/shelter beds. VOALA owns, operates, and maintains 26 buildings that house service programs, and operates an even greater number of shelter sites. Some examples of shelter programs operated by VOALA include the Central Cities Navigation Center (CCNC, featuring 85 shelter beds located in Garden Grove), Pathways to Home (featuring 300 beds, the largest homeless shelter in Los Angeles), Hope for Home (126 beds in Pomona), South L.A. Women's Shelter (125 beds), a 100-bed shelter in La Puente, a 100-bed shelter in Hacienda Heights, and numerous others.

For most shelter programs, VOALA is responsible for both the direct service provision (case management, housing navigation, service linkages) and operations (janitorial, transportation, kitchen, security, and more). VOALA understands that this RFP seeks a shelter operator to conduct the latter set of duties, while the City of Costa Mesa will conduct the direct service provision. Given VOALA's extensive experience in shelter operations, we are thoroughly familiar with the level of technical commitment, complexity, and risk associated with the proposed role at Costa Mesa Bridge Shelter. VOALA has closely reviewed the Scope of Work, Appendix A included with the RFP, and is prepared to fulfill the responsibilities as outlined.

VOALA has an established service presence in the City of Costa Mesa, which includes our Housing and Disability Advocacy Program (HDAP) for Families, Supportive Services for Veterans (SSVF), and outreach for Veterans. In the course of providing services in the surrounding area, VOALA has developed strong collaborative relationships with cities, public departments, law enforcement, and fellow service providers to facilitate services, referrals, and operations. As part of operating the CCNC, as well as other shelters, VOALA has ample experience conducting the responsibilities outlined in the RFP Scope of Work including janitorial duties and logistics; transportation assistance; concierge desk support; kitchen and meal service; disciplinary action; and consistent reporting, evaluation, and quality improvement.

Method of Approach

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

Upon confirmation of award to serve as Shelter Operator, VOALA leadership will put together a transition plan that involves a dedicated start-up team working with the Director of Housing,

Human Resources, IT, Operations, Compliance, Finance, Development, and VOALA's President and CEO to fully oversee the project implementation. The capacity to employ a dedicated start-up team to support successful implementation of the project, sometimes on short notice, is a key benefit of VOALA's large organizational size and programmatic infrastructure. The start-up team creates an implementation plan with action steps and timeline; moves forward with staff recruitment; evaluates and incorporates reporting, compliance, and contractual requirements; and performs other functions to ensure effective implementation. VOALA will work closely with the City of Costa Mesa to ensure a smooth and successful transition, including finalizing budget allocations and program policies as needed. VOALA has internal program policies and procedures which, along with policies and requirements set by local jurisdictions and public departments, govern and guide all activities associated with shelter operations. VOALA has an established relationship with Mercy House, the existing provider, and has previously completed a successful transition process when VOALA assumed operation of our HDAP Families program from Mercy House.

As an organization with a well-established presence in Orange County, VOALA can rapidly and efficiently assume the full scope of the Shelter Operator role come the beginning of the grant term and immediately begin fulfilling contract responsibilities. VOALA will communicate with the existing operator of the shelter to determine if there are any staff who wish to remain in their position; if so, VOALA would conduct a thorough review and provide training upon hiring the person to fulfill their respective position.

Evaluation, Quality Assurance, and Continuous Quality Improvement
VOALA has a robust Evaluation and Quality Assurance Department that monitors data collection, measures progress toward achieving performance objectives, drives program evaluation, identifies potential issues, and informs corrective actions as needed for the program on an ongoing basis. Monitoring is conducted on an ongoing basis through our Quality Assurance team that provides real-time data for program management. Formal monitoring by the Quality Assurance team takes place quarterly through on-site visits to the program. VOALA's Quality Assurance team reviews all program forms for accuracy, reviews participant files to ensure that documentation is correct and complete, and conducts periodic audits of case files and database information to ensure that all data is correct and up to date. Additionally, VOALA's Evaluation Department develops and oversees an outcomes dashboard for each of the agency's programs, which allows staff to have access to real-time data to monitor program effectiveness and progress in achieving outcomes. Any issues identified with the program will be addressed through the development of a Corrective Action Plan.

Staff Recruitment, Human Resources, and Back-Office Capacity
One of the benefits of VOALA's size and volume of programs is the agency's expansive back-office capabilities, which would enable the project to launch with full operational capacity quickly once funding is awarded. VOALA has the necessary infrastructure to rapidly recruit, hire, and train all new staff to be brought on for the program prior to the service commencement date. Given the agency's profile and reach, VOALA is capable of quickly connecting with qualified candidates for positions that need to be filled urgently. VOALA's HR department is skilled at recruiting staff members with the requisite experience and education to provide support

for individuals experiencing homelessness, and our training department has developed high-quality training to effectively prepare and deploy staff within service programs.

Because VOALA operates a large number of service programs that draw a high volume of applicants for service positions, the agency's HR department maintains an extensive file of resumes and contact information for a strong pipeline of potential hires should the need arise. As necessary, positions will initially be filled by existing VOALA staff (whose current positions will be backfilled with new hires) to allow for rapid program start-up with staff who are experienced in serving the target population. VOALA's HR department has the capacity to fill any vacancies within 30 days of notification of the vacancy. VOALA will advertise open positions internally first, and then externally to recruit for remaining vacancies. Recruitment efforts will be focused on individuals with a proven history of working with people experiencing homelessness and those who can serve as trusted messengers, as described above. Additionally, VOALA's robust accounting, evaluation, IT, and leadership departments will be immediately available to implement and support the program.

Financial and Grants Management
VOALA's annual operating budget is more than $200 million, with 90%+ generated from federal, state, and local public grant funding. VOALA's accounting department is exceptionally qualified at overseeing these funds, ensuring accountability, comparing outlays with budget amounts, and providing records supported by source documentation. VOALA has a history of fully expending all government funds for allowable expenses according to contract guidelines, regularly submitting all required financial and programmatic reports for government contracts timely and accurately, and inputting all relevant data into collaborative databases as required by contracts. VOALA's effective coordination and maintenance of program budgets within contracted maximums has resulted in repeated renewals and expansion of service contracts, and longstanding, trusted relationships with public entities administering service contracts. Further, VOALA Directors and Program Management are highly trained to review and report on service delivery and budget adherence to regularly monitor and ensure that any variances are acted on and corrected immediately.

Partnerships and External Stakeholders
As an established service provider in the City of Costa Mesa and the surrounding region, VOALA has developed strong collaborative relationships with cities, public departments, law enforcement, and fellow service providers to facilitate services, referrals, and operations. As part of the start-up process for the Shelter Operator role, VOALA would notify our existing partners as well as any stakeholders, departments, and organizations with which we do not have a pre-existing relationship. During process of assuming the role of Shelter Operator, VOALA will share program details and contact information with community partners and key stakeholders including neighbors, fellow service providers, law enforcement, public agencies (including City and County offices), jails, rehabilitation centers, and other facilities that may potentially discharge unhoused individuals. VOALA's Program Managers will maintain ongoing communication with neighbors and stakeholders, providing excellent and responsive customer service and accommodations when requests are made.

VOALA will work with the City to establish a Shelter Advisory Board comprised of key stakeholders in order to (1) regularly review the operations of the Costa Mesa Bridge Shelter (CMBS) program; (2) enhance community relations between the shelter and the public; (3) address concerns of local community members, businesses, City of Costa Mesa, and partner services providers pertaining to the operation of the CMBS; and (4) address grievances as they occur in the CMBS. The Shelter Advisory Board will be comprised of a VOALA Program Manager, City Representative, and various local stakeholder representatives as outlined in the Management Operations and Procedures (MOP).

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
VOALA will conduct all of the Shelter Operator responsibilities outlined in the Scope of Work, listed below. As an experienced Shelter Operator, VOALA is familiar with the range of needs and potential issues commonly experienced by program participants in a shelter environment. We provide services in accordance with the rights program participants, per established Orange County Standards of Care, that include at minimum:

- The right to be treated with dignity and respect
- The right to be treated with cultural responsiveness
- The right to privacy within the constrictions of the shelter environment
- The right to self-determination in identifying and setting goals
- The right to be clearly informed, in understandable language, about the purposes of the services being delivered, including for participants who are not literate or have limited English proficiency
- The right to reasonable accommodation and modifications based on disability or limited English proficiency
- The right to have services provided only in the context of a professional relationship based on valid, informed consent
- The right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless required by law
- The right to reasonable access to records concerning their involvement in the program

Per the Standards of Care, participants responsibilities include:

- Supporting an environment that promotes safety toward staff and other participants
- Following participant guidelines reviewed at intake
- Participating and remaining active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals
- Providing, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages, and referrals
- Maintaining confidentiality and privacy of others; just as theirs must be maintained

VOALA will provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity. Staff will not request or require any form of

proof of gender to validate eligibility, and will not require that a persons' gender match the sex listed on their legal documentation. VOALA will maintain a non-discrimination policy in compliance with federal and state laws; the policy will ensure that services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

VOALA will make reasonable accommodations and modifications to services and the program facility when necessary to ensure equal access to participants with disabilities, unless it would result in a fundamental alteration in the nature of their program. VOALA will track all reasonable accommodation requests and outcomes, including the reasons for approval or denial. VOALA policy will offer appeals based on a denial, and will track appeal outcomes and make them available upon request. VOALA will have public postings of the shelter's reasonable accommodation and modification policy. The postings will include contact information including the contact information for an Americans with Disabilities Act (ADA) Coordinator. VOALA staff will receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. VOALA will also provide an annual training for staff relating to programmatic and facility-based compliance with federal and state law requirements.

VOALA will have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. VOALA will provide training for all shelter staff on how to support limited English proficiency services. VOALA will have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. VOALA will provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

All VOALA staff will complete mandatory trainings on:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence and Safety Planning
- Cultural Humility

- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid
- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-Escalation
- Housing First Principles

VOALA will maintain certificates and other documentation that verify training attendance for each employee, and will provide proof upon request that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
VOALA will conduct all Shelter Operator responsibilities which span 24 hours per day, 7 days per week throughout the full contract term. VOALA will perform deliverables as outlined in the Scope of Work, including:

Janitorial and Logistics

VOALA will maintain the Shelter facility and surrounding property in a clean, safe, and orderly condition. VOALA will conduct specific duties including, but not limited to:
Cleaning the Common Hall twice daily (after the lunch meal service and during overnight hours).
Conducting weekly bed inspections to ensure guests maintain their living areas in accordance with Shelter guidelines.
Cleaning the dormitories and clothing storage room at least once per week.
Sorting the clothing/storage room and storage sheds, located on the back patio, at least once per week.
Maintaining a laundry schedule to ensure guests' bedding and clothing are washed a minimum of once per week.
Keeping offices and staff break areas clean and free from trash and debris at all times.
Cleaning the pet area, smoking section, and back patio at least once per day.
Cleaning guest and staff restrooms regularly, with one (1) deep cleaning performed nightly between 9:00 p.m. and 6:00 a.m.

Transportation

VOALA will provide transportation services to assist guests with their housing and case management plans, including facilitating access to service and care appointments.
VOALA will make shuttle service available seven (7) days per week from 6 a.m. to 7 p.m., staffing three Shuttle Drivers to ensure coverage of all shifts.
VOALA will supply a vehicle that seats at least eight (8) people total, including the driver.

VOALA will provide transportation assistance for program participants to enter and exit the shelter; walk-ins will not be permitted, entry and exit only through scheduled minibus transport or other means of staff-facilitated transportation will be allowed. The minibuses will make regularly scheduled trips on a circuit with drop-off and pick-up points throughout the surrounding community, and trips can be added or modified to provide direct transportation for participants to attend scheduled service and care meetings as needed. VOALA anticipates that City-staffed Case Managers will assist guests to organize transportation assistance that fits their needs.
VOALA will use a rideshare program only as a last resort and in limited circumstances when no other transportation options are available.

Security

VOALA will provide on-site security 24 hours per day, seven (7) days per week. VOALA anticipates providing our own qualified security staff. VOALA has budgeted for two external security positions, though we generally find that because our internal Monitor positions regularly interact with and build rapport with participants, they are better suited to provide security support and response. This notion is backed up by feedback we have received from participants, who often feel more supported by VOALA staff, while security staff in uniform from external agencies can sometimes cause confrontation. If selected as Shelter Operator, VOALA would seek to discuss the best security staffing approach with the City.
VOALA will ensure that Monitors are present on site at all times to ensure the program is safe and functional for all staff and participants. Monitors will maintain a scheduled routine of conducting security rounds throughout the building, monitor the grounds for any concerns to be reported or addressed, and continually engage with participants to build rapport, involve them in maintaining safety, and support them should crisis situations occur. The security rounds will include routinely monitoring the outside perimeter of the building; VOALA will communicate with neighboring businesses and community partners to inform them of this process and welcome them to request a security response to any issue that may arise on the outside perimeter.
Security staff will be trained in the skills needed in an emergency shelter setting, including but not limited to de-escalation, conflict resolution, and trauma-informed care.
VOALA will provide a copy of all incident reports to City within 24 hours.
VOALA will ensure security personnel conduct proactive patrols within a half-mile radius of the shelter to discourage loitering and other nuisance behavior, in accordance with the Shelter's Good Neighbor Policy. During process of assuming the role of Shelter Operator, VOALA will share program details and contact information with community partners and key stakeholders including neighbors, fellow service providers, law enforcement, public agencies (including City and County offices), jails, rehabilitation centers, and other facilities that may potentially discharge unhoused individuals. VOALA's Program Managers will maintain ongoing communication with neighbors and stakeholders, providing excellent and responsive customer service and accommodations when requests are made.

Kitchen

VOALA will coordinate and work closely with the Kitchen Operator that provides meal service and kitchen operations.
While acknowledging that the Scope of Work requires one full-time staff person per shift to be trained and in possession of a current Food Handler's Certificate, VOALA will go further and ensure that all Monitor staff are trained and in possession of a current Food Handler's Certificate. This will ensure that regardless of sick days or vacancies, there will always be trained and certified staff available to assist the Kitchen Operator before, during, and after meal service for guests.

Staffing

VOALA will maintain staffing levels sufficient to fulfill the requirements of this contract. VOALA will staff multiple Monitor positions who are trained across and can fulfill all required functions including concierge desk, meal service/assisting kitchen operator, janitorial, logistics, and security.
VOALA will ensure staff shall receive consistent and ongoing training to ensure proficiency in industry-recognized skills including de-escalation, trauma-informed care, motivational and strengths-based interviewing, and other best practices.
VOALA will maintain a training calendar and submit a log of completed trainings to the Shelter Supervisor for review and approval.
VOALA acknowledges the right of the City to request replacement of a staff member who fails to meet performance or conduct expectations.
A log of all staff activity will be tracked and updated daily. VOALA will maintain clear and comprehensive job descriptions, and maintain an organizational chart that outlines the staff and reporting structure for all positions working with the shelter. Shelter staff will wear identification badges to ensure they are identifiable to program participants

Concierge Desk

VOALA will staff the Concierge Desk from 7 a.m. to 9 p.m. seven (7) days per week. All Monitor staff will be trained to fulfill the role of Concierge Desk, ensuring total coverage.
Concierge staff will provide guest support, including shuttle coordination, rideshare scheduling, and distribution of toiletries and sundry items (e.g., towels, sleep masks, etc.).
Staff at the Concierge Desk will welcome and engage with residents as they enter the building, ensure that sign-in sheets are completed, and support the entrance security. The Concierge Desk will also collate the transportation detail for participants, and serve as the main port of call for any participant. requests or issues (see Grievance Procedure in section below).
VOALA will provide courteous and professional customer service to all Shelter guests.

Discipline

VOALA will administer guest discipline in accordance with the policies and procedures outlined in the Management Operations and Procedures (MOP), Exhibit B in the RFP.

VOALA acknowledges that all guest disciplinary actions, except exits involving exigent circumstances regarding health and safety and requiring immediate action, shall be approved by the City's Shelter Supervisor or their designee prior to being administered.
VOALA takes the well-being and fair treatment of all of its program participants seriously and will listen to and address all participant complaints in a respectful and timely manner. To that end, VOALA will provide a copy of the VOALA Grievance Procedures and associated forms to all participants at intake, with additional copies available upon request. This Grievance Policy and related forms will be posted in prominent locations within the shelter for easy access and reference by all participants. A toll-free complaint hotline number will be posted in case participants want to make an anonymous complaint about a VOALA staff member or program. Participants will also have the ability to provide feedback through a suggestion box checked weekly by the Program Director. All staff will have a copy of the VOALA Shelter Policies and Procedures, as well as the OC Standards of Care and Customer Service; VOALA uses these documents at the staff orientation and refers back to them regularly in training to ensure we are meeting the required standards. The VOALA Shelter Policies and Procedures are based on the OC Standards of Care and were compiled in collaboration with the County staff.

Reporting

VOALA will submit monthly invoices for review and reimbursement by the City.
VOALA will request reimbursement only for completed payments and requests will be accompanied by applicable supporting documentation in a City-approved format.
VOALA will submit monthly accomplishment reports containing operational and performance data in a format approved by the City.
VOALA currently conducts data collection, data entry, and reporting utilizing HMIS for all of the agency's numerous homeless service programs. Given this experience, the agency is highly adept at utilizing HMIS for data collection, tracking, and reporting purposes. The program's policies and procedures will require that all service activities and linkages provided through the program be recorded and tracked in HMIS by staff. VOALA's HMIS Data Coordinator will run biweekly reports to ensure the completeness and integrity of recorded data and tracking of participant progress. These reports will be aggregated and shared with the HMIS Administrator (2-1-1 Orange County) along with the Orange County CoC Board and other key stakeholders. VOALA's HMIS Data Coordinator, along with direct service staff, participates in the CoC's Data Quality Committee meetings as well as ongoing trainings conducted by 2-1-1 Orange County regarding the use of HMIS.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

VOALA works in a collaborative fashion with all funding/contracting partners; one example being an involved partnership with the tri-cities (Garden Grove, Fountain Valley, Westminster) in our operation of the CCNC. VOALA anticipates that City staff will provide timely review and response to invoices/reimbursement requests and supporting documentation. VOALA also

anticipates that the City will work collaboratively in evaluating operational reports and performance data, and implementing changes to shelter operations as needed to support the success of the shelter program and guests of the shelter. It is our understanding that the City will provide direct housing-focused and supportive services for shelter guests, including case management, housing navigation, and service linkages, to support them to transition out of homelessness and into long-term stability and well-being. VOALA will provide shelter operations in such a way as to support guests throughout the process of seeking housing and services. This includes ensuring a clean, well-maintained, comfortable, peaceful, and orderly environment within the shelter program.

Qualifications and Experience of the Firm

Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide:
Name of Corporation: Volunteers of America of Los Angeles
Corporate Office Address: 3600 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90010
State Where Incorporated: California
Date of Incorporation: 1896

2. If the owner is a partnership or joint venture, please provide:
Not applicable.

3. List all business owned or controlled by applicant:
1. Volunteers of America of Los Angeles (VOALA)

2. Southern California Alcohol and Drug Programs, Inc. (SCADP); 11500 Paramount Blvd, Downey, CA 90241. SCADP is a subsidiary organization owned by VOALA that provides multiple residential and outpatient treatment programs for substance use recovery.

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name:
Not applicable.

5. How many years have you been in business under your present business name?
VOALA was established in 1896 and has operated under the same name since.

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
Below is a list of shelters operated by VOALA through contracts with public agencies. Given the extensive number of shelters operated by VOALA, we have provided thorough details for a

selection of shelters/contracts. We can provide additional detail regarding any shelter/contract upon request.

Central Cities Navigation Center (City of Garden Grove)

1. Scope of Work
    - Delivery of 85 bed Navigation Center for Tri-cities (Garden Grove, Westminster, and Fountain Valley). Offering low-barrier transitional emergency housing and wrap-around services to homeless individuals in Orange County's Central Service Planning Area.
2. Length of Time Services Provided
    - 2023 – Present
3. Agency/Department name, address, and contact person:

· City of Garden Grove
· 11222 Acacia Pkwy, Garden Grove, CA 92840
· Contact Name: Timothy Throne
· Email: Timothyt@ggcity.org
· Telephone number: (714) 741-5144

Pomona Hope for Home (City of Pomona)

1. Scope of Work
    - Navigation Center for 208 adults providing short term housing, case management, housing navigation, daily meals, health services, employment sessions, and laundry services.
2. Length of Time Services Provided
    - 2023 – Present
3. Agency/Department name, address, and contact person:
    - City of Pomona
    - 505 S. Garey Ave., Pomona, CA 91766
    - Contact Name: Donyielle Holley
    - Email: donyielle_holley@ci.pomona.ca.us
    - Telephone number: (909) 620-2571

Jan Clayton Center (LAHSA)

1. Scope of Work
    - 52 beds of interim housing with services including case management, mental health/addiction treatment, job placement, and housing navigation.
2. Length of Time Services Provided
    - 2024 – Present
3. Agency/Department name, address, and contact person:
    - Los Angeles Homeless Service Authority
    - 707 Wilshire Blvd., 10th Floor, Los Angeles, CA 90017
    - Contact Name: Stephanie Garcia
    - Email: slgarcia@lahsa.org
    - Telephone Number: (213) 683-3333

Additional shelter contracts:

- Foley (LAHSA, 42 bed interim housing site)
- Bailey Shelter (LAHSA, 72 bed interim housing site)
- Hope Street (LAHSA, 100 bed interim housing site)
- Sun Valley Tiny Homes (LAHSA, 161 bed interim housing site)
- Boyle Heights Tiny Homes (Mission) (LAHSA, 144 bed interim housing site)
- T-House (LAHSA, 73 bed interim housing site)
- Pathways (LAHSA, 230 bed interim housing site)
- Lancaster MACC (LAHSA, 95 bed interim housing site)
- The Avenue Shelter (LAHSA, 140 bed interim housing site)
- The Nest (Homekey, 41 bed interim housing site)
- Devonshire Lodge (Homekey, 76 bed interim housing site)
- Sepulveda Villa (Homekey, 76 bed interim housing site)
- Women's Care Cottage (DCFS, 30 beds of interim housing for women/women with children)
- TH-RRH, DV (HUD/LAHSA, 16 bed interim housing for victims of DV and their families)

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
VOALA brings extensive experience in shelter operations and serving people transitioning out of homelessness. Each year, VOALA serves more than 13,500 people experiencing homelessness through 90+ service programs in Orange and L.A. Counties, including more than 2,800 interim housing/shelter beds. VOALA currently operates more than 40 interim housing, emergency shelter, and transitional living programs, having greatly expanded this service over the last five years. From 2019 to 2020 alone, VOALA increased the number of shelter beds operated by the agency from approximately 1,810 to 2,810 beds. Examples of shelter programs operated by VOALA include the Central Cities Navigation Center (CCNC, featuring 85 shelter beds located in Garden Grove), Pathways to Home (featuring 300 beds, the largest homeless shelter in Los Angeles), Hope for Home (126 beds in Pomona), South L.A. Women's Shelter (125 beds), a 100-bed shelter in La Puente, a 100-bed shelter in Hacienda Heights, and numerous others.

Each of VOALA's interim housing programs provide the full range of services to be provided at the Costa Mesa Bridge Shelter, including clean and safe shelter, hygiene services, transportation, quality meals, trauma-informed case management, substance abuse counseling, housing navigation, on-site supportive services provided by VOALA and community partners, coordination with the CES, and good neighbor community outreach and engagement.

VOALA has an established service presence in the City of Costa Mesa, which includes our Housing and Disability Advocacy Program (HDAP) for Families, Supportive Services for Veterans (SSVF), and outreach for Veterans. In the course of providing services in the surrounding area, VOALA has developed strong collaborative relationships with cities, public departments, law enforcement, and fellow service providers to facilitate services and operational support. As part of operating the CCNC in Garden Grove, as well as other shelters, VOALA has ample experience conducting the responsibilities outlined in the RFP Scope of Work including janitorial duties and logistics; transportation assistance; concierge desk support; kitchen and meal service; disciplinary action; and consistent reporting, evaluation, and quality improvement.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

As part of our role operating the CCNC, VOALA staff participate in numerous local community meetings including Garden Grove Chamber of Commerce meeting; Garden Grove Neighborhood Association (GGNA) Homeless Edition 4.0 meeting; City of Fountain Valley City council meeting; City of Garden Grove Council meeting; City of Westminster council meeting; and the City of Fountain Valley Homeless task group. Additionally as part of operating the CCNC, VOALA partners with a variety of organizations to provide medical care, wellness resources, and community support for program participants. The Vituity Cares Foundation offers on-site health services on the last Wednesday of each month, giving clients access to doctors they might not otherwise see. The Mind Wellness Center visits every other Wednesday to provide mental health support and wellness resources. Health Care in Action and Be Well Garden Grove also offer ongoing medical and behavioral health services. Community partners such as Mariners Church, Our Redeemer Lutheran Church, and Hope Community Church–Westminster host weekly engagement activities and offer support for participants. VOALA's partnership with Sprouts market provides weekly food donations every Sunday to help supplement meals for guests. More generally, VOALA maintains a community presence by spreading awareness of our service programs and resources, as well as attending public meetings and local community events.

VOALA also works closely with organizations that help connect guests to employment, education, and housing opportunities, including the Illumination Foundation, Thomas House, Orange County Asian and Pacific Islander Community Alliance (OCAPICA), and Orange County Workforce & Development. Together, these partners help participants achieve stability and greater self-sufficiency through access to training, job placement, and housing resources. Additionally, VOALA maintains strong relationships with nearby businesses and neighbors through regular communication, site visits, and community engagement to strengthen local partnerships. We keep an open line with all neighbors around the site to ensure the surrounding community remains clean, safe, and well-informed.

Financial Capacity

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

VOALA's program activity is supported by robust administrative, financial, human resources, IT, evaluation, and leadership departments which will ensure the successful launch, management, operations, and tracking of the proposed shelter operations role. The agency's annual operating budget is more than $200,000,000, with 90% generated from federal, state, and local public funding. Our accounting department is exceptionally qualified at overseeing these funds, ensuring accountability, comparing outlays with budget amounts, and providing records supported by source documentation. VOALA has a history of fully expending all government funds for allowable expenses according to contract guidelines, regularly submitting all required financial and programmatic reports for government contracts timely and accurately, and inputting all relevant data into collaborative databases (such as HMIS) as required by contracts. VOALA

will gladly provide further information and data to assist with the City's evaluation of the agency's financial capabilities.

Key Personnel

It is essential that the proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The proposer must agree to assign specific individuals to the key positions. Identify the members of the staff who would be assigned to act for proposer's firm in key management and field positions providing the services described in the proposal, and the functions to be performed by each. Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

VOALA's project implementation and ongoing Shelter Operator activities will be overseen and directed by experienced program leadership staff, including:

Eric Richardson, Director of Housing, will provide high-level oversight and direct implementation of the program. Mr. Richardson oversees all VOALA housing programs, bringing 25 years of experience in nonprofit leadership to his role. Mr. Richardson is closely involved with and highly knowledgeable of the homeless service system in Orange County's Central SPA, which encompasses Cost Mesa. He previously sat on the Orange County Continuum of Care (CoC) Board and has successfully overseen the start-up and implementation of other VOALA homeless service programs in the area.
Email: erichardson@voala.org
Phone: (213) 435-4206

Daniel Torres, Program Manager for the CCNC, will provide oversight and management of the Shelter Operator project at Costa Mesa Bridge Shelter, including implementation and ongoing activities and deliverables. Mr. Torres has worked with VOALA for more than ten years, including as Program Manager, Case Manager, and Job Developer, giving him a thorough understanding of the scope of work at shelters and other housing programs.
Email: dtorres@voala.org
Phone: 213-519-0001

Amanda Brear, Assistant Director, will also provide oversight for the project implementation and ongoing activities. She has been with VOALA since 2019, having worked with numerous housing and rental assistance programs including many in Orange County. She holds a degree in Public Policy from UC Riverside.
Email: abrear@voala.org
Phone: (213) 503-7461

Please see attached resume excerpts for Eric Richardson and Daniel Torres. Beyond these key staff persons, VOALA will hire new employees to fulfill the planned personnel for the Shelter Operator role. VOALA can provide job descriptions for these roles or additional resumes on request, but has refrained from including them to adhere to the 20-page limit.

Eric Richardson
8165 Waterspray Drive, Huntington Beach, California, 92646
Tel: (949)630 8929 Email: ericrichardson7367@gmail.com
https://www.linkedin.com/in/eric-richardson-b60655151/

PERSONAL STATEMENT

A high performing, innovative and inspiring leader with over 30 years' experience in managing teams and services at a senior level including 25 years' experience across the non-profit sector. An accomplished strategic team player skilled in creating multi beneficial partnerships leading to the development and diversification of an organisation.

KEY SKILLS AND EXPERIENCE

- Extensive experience across housing and homelessness, mental health, domestic abuse, families and young people services, shelter management, Veteran support, drug and alcohol services, outreach and communities.
- Senior management experience working with boards of trustees and directors.
- Proven track record of delivering organisational growth through developments and diversification
- Skilled people manager with experience across all HR processes, financial and risk management, budget planning
- Excellent communicator at all levels, expanding partnerships, creating new contacts and engaging clients and the public.
- 30 years' experience of managing and developing teams regionally.
- Events organizing and fundraising

EMPLOYMENT EXPERIENCE

Volunteers of America LA – Divisional manager

Board member of the Orange County Continuum of Care Board

JULY 2021 – TILL PRESENT

Overseeing Supportive services for Veteran Family contracts across LA and Orange county. Managing 4 program managers and a full team of over 70 staff. Managing a budget total of 30 million. Ensuring services are delivering a high level of care and supporting veterans to find or remain in their accommodation. I also have WelcomeHomeOC and the GBHI programs in Orange County.

Volunteers of America LA - Safe Haven Program Manager II

March 2021 – July 2021

Managing a 24/7 homeless transitional housing project for 40 veterans. Supervising a team of 14 employees, undertaking screening and assessment of clients, organizing process and procedures for the shelter, working with commissioners and other referral agencies, implementing outreach, coordinating the setup, move and development of a new centre. Delivering 24/7 support to the team and all intake, discharge decision making. completing daily and monthly reports to corporate and commissioners, completing payroll and financial returns including budget monitoring

Sunrise Senior Living, Seal Beach - Assisted Living Director

June 2020 - March 2021

Coordinating a team of 28 employees delivering care and support for over 50 residents 24 / 7 in an assisted living environment. Completing resident assessments and care plans, liaising with family members and working closely with external health partners. Recruiting, managing and developing the team. On call for out of hours support for the team and the wider community. Duty manager for all 150 residents and staff twice weekly also managing the memory care / dementia service with a further 45 residents and 30 staff. Key lead and manager through the Covid outbreak Dec 2020.

Mercy House, California – volunteer

April 2020 – June 20

Working as a volunteer for Mercy House non-profit organisation within the shelter environment. Undertaking tasks as needed, speaking to residents and the team. Becoming familiar with US processes after extensive experience within the non-profit field in the UK

Simon on the Streets UK - Street Outreach : CEO / Executive Director

April 2019 – May 2020

Simon on the Streets is a non-profit organisation delivering support to the most entrenched homeless individuals across 3 large deprived areas in the North of the UK. Our work centres on assertive outreach and case management, street-based support and intervention to homeless individuals, many of whom experience behavioural health issues and are from a variety of backgrounds including those who are veterans, those who have experienced abuse and trauma and those exiting institutions such as prison, hospital and residential mental health units. I was both the strategic and operational lead for the organisation, developing and motivating the team, working with the board of trustees and constantly extending multi beneficial partnerships while ensuring we deliver excellent outcomes for our clients. I have successfully bid for funding from a variety of sources and have developed these projects in partnership with the City commissioner, local non-profits and statutory

Daniel E. Torres

14749 Dumont Ave. Norwalk, CA 90650
Phone (323) 855-2203 | E-mail: danieltorres.90650@gmail.com

Professional Profile

High performing professional with 8+ years of experience delivering high impact work in the social service industry. Skilled in developing strong internal and external relationships to facilitate collaborative achievement of high priority goals. Confident in ability to thrive in a face paced setting and leverage skills in working with the vulnerable population, knowledge of governmental services and meet deadlines to enable team success. Committed to lifelong learning and improvement

Skills and Expertise

Supervised a team of staff engaged in customer/client services.

Excellent customer service; able to work well with individuals experiencing and/or at risk of homelessness.

Promotes interdisciplinary collaboration, fosters teamwork; has excellent boundaries and interpersonal skills.

Excellent organizational and communication skills, good at multitasking; works in a collaborative manner across the organization to achieve departmental and overall organizational goals.

Ability to make thoughtful decisions and exercise sound judgment; be self-directed, assertive, resourceful, and creative in problem solving.

Ability to be a thoughtful listener and adept at capturing feedback; give and receive constructive criticism; use diplomacy in all aspects of the role.

- Documentation Proficiency
- Records Management
- Advocate for needs
- Bilingual: English and Spanish
- Communication Skills
- Leadership
- Complex Problem Solving
- Self Motivated
- Research & Analyze
- Presentation Skills
- Public Speaking
- Training & Team Building

Professional Experience

Volunteers of America, Garden Grove, CA 05/24 to Current

Central Cities Navigation Center / Program Manager III

- Develop and manage project budget, project development, performance goals, and service delivery for service programs in accordance with stated grant requirements
- Develop program policies, procedure plans, and associated communications documents
- Proactively manage changes in project scope, identify potential crises, and devise contingency plans
- Develop best practices and tools for project execution and management
- Train, coach, and manage service team on program requirements, tools, and methods to meet those requirements
- Effectively communicate project expectation to team members and senior management in a timely and clear fashion
- Delegate tasks and responsibilities to appropriate personnel
- Manage multiple teams of staff located at various work sites
- Monitor and verify services provided to each participant on a regular basis and determine the quality and effectiveness of services provided
- Ensure program interim and final goals and requirements are achieved
- Prepare monthly budget reports and proposals
- Estimate and allocate resources that participants may need in order to achieve project goals
- Create and analyze budget, reports, and program goals
- Communicate with funder on an ongoing basis
- Collaborate with community partners for services and housing opportunities to program participants
- Coach, mentor, and supervise project team members and influence them to take positive action and accountability for their assigned work
- Collaborate with other VOALA programs and community partners and representing the interests of the agency, the program and its participants in all networking and public relations opportunities
- Effectively prioritize and execute tasks in high pressure situations
- Other duties as required

Volunteers of America, West Covina & Los Angeles, CA 09/18 to 05/24

Benefit Advocacy Program / Program Manager I

- Trained all assigned staff in applicable duties/activities;
- Performed quality assurance reviews of staffs completed work
- Held weekly meetings with the individual case managers to discuss the status of their cases to make sure that deadlines are being met.
- Received service referrals from Social workers, eligibility workers, medical case workers and other staff to assist clients in obtaining Social Security benefits, Food stamps, housing,

VENDOR APPLICATION FORM
FOR
RFP No. 26-14 Shelter Operator Services

TYPE OF APPLICANT: ☑ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Volunteers of America of Los Angeles

Contact Person for Agreement: Robert Pratt

Title: President/CEO E-Mail Address: bpratt@voala.org

Business Telephone: 213-389-1500 Business Fax: N/A

Corporate Mailing Address: 3600 Wilshire Boulevard, Suite 1500

City, State and Zip Code: Los Angeles, CA 90010

Contact Person for Proposals: Sasha Lear

Title: Director of Development and Grants E-Mail Address: slear@voala.org

Business Telephone: 213-215-7139 Business Fax: N/A

Is your business: (check one)

☑ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☑ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
George Braunegg	Board Member,	[redacted]
Robert Burke	Property Chair,	[redacted]
Christopher Caulfield	Innovation Committee,	[redacted]
Rosa Easton	Nominating Chair,	[redacted]
Jim Faecher	Audit Chair,	[redacted]
Richard Goetz	Chair,	[redacted]
Hon. Scott Gordon	Board Member,	[redacted]
William Jennings, Ph.D.	Board Member,	[redacted]
Adam Karr	HR Chair,	[redacted]
Donald Mottinger	Board Member,	[redacted]
Jason Murray	Chair,	[redacted]

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

Names & Titles of Corporate Board Members - Continued
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
D. Paul Nibarger	Board Member, [redacted]	
Oscar Santos	Board Member, [redacted]	
Barry Peterson	Board Member, [redacted]	
G. Michael Phillips, Ph.D.	Treasurer, [redacted]	
Alicia Procello	Vice Chair, [redacted]	
Patricia Ursea	Governance Committee, [redacted]	
Ayako Utsumi	Secretary, [redacted]	
Robert Pratt	President/CEO, [redacted]	
Veronica Lara	COO, [redacted]	
Patti Louie	CFO, [redacted]	

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: N/A

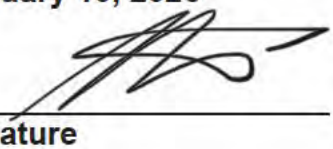
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-14 Shelter Operator Services** at any time after **February 10, 2026**



Signature **Date**: 3/2/2026

Robert Pratt

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 10, 2026** with a City Councilmember concerning informal **RFP No. 26-14 Shelter Operator Services.** A copy of all such communications is attached to this form for public distribution.

Signature **Date**:

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** ☑

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES

Company Legal Name: Volunteers of America of Los Angeles

Company Legal Status (corporation, partnership, sole proprietor etc.): Non Profit Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 3600 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90010

Website Address: www.voala.org

Telephone Number: 213-389-1500 Facsimile Number: 213-385-7599

Email Address: bpratt@voala.org

Length of time the firm has been in business: 130 years

Length of time at current location: 41 years

Is your firm a sole proprietorship doing business under a different name: ___Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under: N/A

Federal Taxpayer ID Number: [redacted]

Regular Business Hours: 8:00 - 4:30

Regular holidays and hours when business is closed: New Years Day, MLK Jr. Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day

Contact person in reference to this solicitation: Sasha Lear

Telephone Number: 213-215-7139 Facsimile Number: N/A

Email Address: slear@voala.org

Contact person for accounts payable: Raja Itani

Telephone Number: 213-251-7616 Facsimile Number: N/A

Email Address: ritani@voala.org

Name of Project Manager: Eric Richardson

Telephone Number: 213-435-4206 Facsimile Number: N/A

Email Address: erichardson@voala.org

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Garden Grove

Contact Name: Timothy Throne, 714-741-5144

Contract Amount: $2,500,000

Email: Timothyt@ggcity.org

Address: 11222 Acacia Pkwy, Garden Grove, CA 92840

Brief Contract Description: Central Cities Navigation Center; Delivery of 85 bed Navigation Center for Tri-Cities (Garden Grove, Westminster, and Fountain Valley). Offering low-barrier transitional emergency housing and wrap-around services to homeless individuals in OC.

Company Name: City of Pomona

Telephone Number: 909-620-2571

Contact Name: Donyielle Holley

Contract Amount: $2,694,121

Email: Donyielle_Holley@ci.pomona.ca.us

Address: 505 S. Garey Ave., Pomona, CA 91766

Brief Contract Description: Pomona Hope for Home; Navigation Center for 208 adults providing short term housing, case management, housing navigation, daily meals, health services, employment sessions, and laundry services.

Company Name: Los Angeles Homeless Service Authority (LAHSA)

Telephone Number: 213-683-3333

Contact Name: Stephanie Garcia

Contract Amount: $1,689,220

Email: slgarcia@lahsa.org

Address: 707 Wilshire Blvd., 10th Floor, Los Angeles, CA 90017

Brief Contract Description: Jan Clayton Center; 52 beds of interim housing with services including case management, mental health/addiction treatment, job placement, and housing navigation.

Company Name: County of Orange Office of Care Coordination

Telephone Number: 714-834-2323

Contact Name: Doug Brecht

Contract Amount: $2,073,306

Email: douglas.brecht@ocgov.com

Address: 601 North Ross St., Suite 509, Santa Ana, CA 92701

Brief Contract Description: HDAP Families; Outreach and Case Management for Homeless Families

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A				

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

3/2/2026

Date

EXHIBIT C

MANAGEMENT OPERATIONS AND PROCEDURES

EXHIBIT B

CMBS

MANAGEMENT OPERATIONS AND PROCEDURES (MOP)

CMBS

MANAGEMENT OPERATIONS AND PROCEDURES (MOP)

UPDATED: JANUARY 2026

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Table of Acronyms

ADA	Americans with Disabilities Act
ADLs	Activities of Daily Living
CDBG	Community Development Block Grant
CLCHC	Celebrating Life Community Health Center
CMBS	Costa Mesa Bridge Shelter
CMFD	Costa Mesa Fire Department
CMPD	Costa Mesa Police Department
CoC	Orange County Continuum of Care
HMIS	County Homeless Management Information System
Hotline	Intake and bed reservation hotline
IPD	Irvine Police Department
MOM	Management Operations Manual
MOP	Management Operations and Procedures
NBPD	Newport Beach Police Department
NHS	Network for Homeless Solutions
OC	Orange County
OCHCA	Orange County Health Care Agency
OCRSC	Orange County Regional System of Care
Operator	Shelter Operator
OSHA	Occupational Safety and Health Administration
SB2	Senate Bill Two

Section I: Purpose and Introduction

The purpose of the Management Operations and Procedures Plan (MOP) is to incorporate best practices for the Costa Mesa Bridge Shelter (CMBS) in collaboration with [the] City of Costa Mesa, the Network for Homeless Solutions (NHS) and the Shelter Operator (Operator). The MOP is a working document that embodies this collective approach to management, operations and procedures that reflects best practices and compliance with City, County, and regional agreements. The Operator agrees to adhere to the contents herein, as a key component of the Scope of Work for operating the Bridge Shelter in Costa Mesa. This document also provides for open communication with community stakeholders and helps to facilitate a better understanding of the role of the CMBS program within the broader county-wide system of care.

The City of Costa Mesa has committed significant resources to develop its comprehensive response to homelessness. While the NHS and its collaborative partnerships have developed strong response tools for street outreach, engagement, and volunteerism, adding the shelter component has been instrumental to its success over time. From April 2019 to April 2021, the Costa Mesa 50-bed temporary shelter achieved strong outcomes by placing 178 individuals into stable, permanent housing. The City's development of a permanent shelter at 3175 Airway Avenue expanded this effort and drastically enhanced the resources available to residents experiencing homelessness. Regional partnerships with the City of Newport Beach, City of Irvine, and a Capital Improvement Grant from the County Continuum of Care (CoC) elevated resource integration and responses for the Central Service Planning Area, where the Shelter is located. The Bridge Shelter meets the critical needs of the most vulnerable people living on our streets and in our neighborhoods.

This MOP outlines shelter services for homeless persons and best practices to maintain a safe and healthy environment for shelter guests and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to promote housing stability and self-sufficiency. Components of the MOP align to national standards of The HEARTH Act (2009) as well as those of CoC and the Orange County Regional System of Care (OCRSC), including the establishment of three Regional Service Planning Areas.

Section II: Shelter Administration

A. Program Description

1. Population Served

Shelter and Services

The program will serve up to 100 shelter guests, with 25 shelter beds set aside for partner cities. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, guests will be admitted with minimal, "low threshold" requirements so that chronic and vulnerable homeless people can easily enter and remain in shelter until they can secure stable treatment, family reunification and/or permanent housing.

Those accessing the CMBS will include homeless single men and single women, age 18 and up. Alternate accommodations will be made for households that are couples or families with children who are experiencing homelessness. The Family Solutions Collaborative will accept and triage all family referrals. Couples will be referred to shelter programs with accommodations for couples.

Prior to shelter admission, each guest will be screened by law enforcement personnel for sex offender, arsonist and active felony warrant status, as detailed in the "Admission Criteria and Procedures" section of this document.

Bridge Shelter Provision of Services

Upon referral, guests have access to a range of programs and supportive services. All CMBS guests will be encouraged to participate in services provided through the shelter. The City's contracted Operator will be responsible for coordination of general shelter operations, including security, transportation, logistics, guest activities, and janitorial. City staff assigned as shelter case managers, "Housing Navigators," will be responsible for coordinating additional outside appointments necessary for their assigned shelter guests to achieve goals established in their respective housing plans.

2. Program Description

The CMBS is designed to provide safe shelter, basic needs, and access to resources that move individuals out of homelessness and into permanent housing opportunities.

Access to Safe Shelter

The CMBS will accommodate indoor, overnight sleeping for up to 100 individuals per evening. Operations at the CMBS are provided 24 hours a day, seven days a week, 365 days per year. To decrease the impact to the surrounding neighborhood, access to bed availability is managed through a reservation-based system and only by referral from an authorized entity. No walk-ins/outs for the CMBS are permitted. CMBS guests will be required to surrender contraband to the shelter staff, or they will be denied program entry. Guests may drive or utilize the Bridge Shelter Bike Program that allows authorized guests to ride on and off the property.

The Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies to City outreach and shelter staff, Costa Mesa Police Department (CMPD) and/or Costa Mesa Fire Department (CMFD), and partner cities' police departments or outreach staff upon request. Bed reservations will give preference to Costa Mesa and partnering cities' homeless residents. Only non-residents from the Central Service Planning Area and who are referred by the Orange County Health Care Agency as CARE Court participants may be eligible to receive a bed reservation.

Only City of Costa Mesa outreach staff, CMPD, CMFD, and partner cities' police or outreach staff can refer individuals to open beds at the CMBS. Operator staff will keep a comprehensive log detailing bed reservations as well as other relevant information. City outreach and/or public safety staff will be responsible for the initial call-in information, while Operator staff will note actions which occurred after the original reservation is made.

It is imperative for the Operator to keep a comprehensive tracking sheet which will note the following information:

1. Date
2. Time
3. Guest name called in
4. Reservation (yes/no)
5. Declined (yes/no)
6. Arrival of guest (yes/no)
7. No beds available

Length of Stay

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less; however, there is no set maximum length of stay. When a guest has been a guest of the shelter for more than 180 days, they will be reviewed by their housing navigator

for an additional stay period every 30 days, ensuring each guest is supporting their progress toward housing stabilization. If a guest exceeds these 30 days, an intensified housing location and exit plan strategy will be implemented. The program is designed to provide this support until a housing option becomes available. However, at any time a guest may be exited from the shelter for safety or repeated shelter violations as outlined in the "Exit and Readmission Policies." Additionally, City housing navigators will maintain a report to account for guests with lengths of stay exceeding 180 days and justification for extensions, on an individualized basis.

Sleeping Areas

Sleeping areas will consist of single beds with a small locker. Each guest will be assigned a bed and bedding for the length of their stay. Each guest will have access to personal storage space upon request. Sleeping areas are divided to allow for separate sleeping areas for men and women.

Two (2) beds are available in a flexible sleeping room segregated from the dormitories. These beds may be used for those dealing with illness or for other temporary special needs.

Meals

Breakfast, lunch, and dinner are provided for all guests daily by the contracted kitchen operator.

Hygiene Facilities

Hygiene facilities are provided onsite for all guests. These include restrooms, showers, and laundry facilities. Guests will be encouraged to utilize these facilities as daily resources. Toiletries will be provided by the Operator to guests as needed. Accessible restrooms and showers are also provided onsite.

Transportation

New and returning guests will receive direct transportation to and from the shelter daily; no walk-up guests will receive access to the shelter. Dates and times for daily pick-ups are outlined in the "Transportation Policies." With a hybrid approach, the Operator will utilize a ride share system for one-on-one appointments, and shuttle for group outings not to exceed 40 hours a week, Monday-Friday. Should they have a personal vehicle, guests are able to have their vehicle on site, given current driver's license, insurance, and registration. Lastly, Shelter guests may take part in the Bike Program, which allows authorized guests to ride their bikes on and off the property. Shelter guests violating the rules of the Bike Program will have their authorization revoked indefinitely.

Security

The Operator will create and follow a security plan that outlines policies and procedures that promote the utmost safety for guests, staff, volunteers, and the community. The Operator will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts harmful behaviors before they escalate. The security plan will include a multi-faceted approach involving securing all entrances, security searches of guests upon entry, confiscation of harmful contraband, and trained security personnel providing around-the-clock indoor and outdoor coverage. Other program elements that support security efforts include the no walk-ups and no loitering policies, as well as daily quarter-mile patrols around the facility.

Additional Storage

All guests will have access to personal storage space. Each bed has a small storage locker for personal valuables. A limited number of outdoor storage bins are available to guests through a reservation process. Additionally, a refrigerated storage area will be available to guests with medication needs, with the assistance of shelter staff. CMBS guests will be required to surrender contraband to the shelter staff, or they will be denied program entry.

Case Management Services

Upon entering the shelter, each guest will be assigned to a Housing Navigator (a.k.a. case manager) employed by the City of Costa Mesa. The primary function of the Housing Navigator is to work side-by-side with the guest to eliminate barriers to, and create a pathway toward, medical care, employment, and permanent housing. Additionally, the Housing Navigator is to provide resources and support to the guest during their stay, including encouragement to access all services provided at the CMBS. The Navigator will ensure that all guests are entered into the Coordinated Entry System, as the first line of housing engagement.

Together, the Housing Navigator and the guest will complete a Housing Plan, which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the navigator will document the guest's progress towards actions outlined in the Housing Plan.

Upon initial intake, the City-appointed Housing Navigator will ensure each guest has been entered into the County Homeless Management Information System (HMIS) and review all shelter guidelines for the CMBS.

Daytime Program Activities

The Operator and City Case Managers will encourage guests to stay on-site during the day and to take advantage of the on-site services available to them. Daytime program activities may include, but are not limited to, the following:

1. Daily access to Housing Navigators and their specific Housing Plan
2. Full access to outside service providers through appointments
3. Life skills classes and workshops
4. Indoor and outdoor recreational activities
5. Access to onsite computer lab and study area

3. Services Provided

The CMBS incorporates a combination of basic needs services, as well as supportive services aimed at creating pathways into housing. The CMBS shall include, at a minimum, the following baseline services:

Service	Location	Provided by Operator or Service Partner(s)
Intake/Assessment/Case Management/Housing Navigation	Costa Mesa Bridge Shelter Program	City Case Managers
Crisis Evaluation – Mental Health	Costa Mesa Bridge Shelter Program	OCHCA/ Celebrating Life Community Health Center (CLCHC)
On Site Centralized Intake/HMIS	Costa Mesa Bridge Shelter Program	City Case Managers
Domestic Violence Services	CMBS Program	Domestic Violence Partner
Beds on Site	Costa Mesa Bridge Shelter Program	Shelter Operator
Health Care (Primary, Behavioral, Dental)	CMBS Program/ Off-Site	CLCHC
Transportation Services and Assistance	Costa Mesa Bridge Shelter Program Bridge Shelter	Operator/ Service Partners

Computers/Email	Costa Mesa Bridge Shelter Program	City of Costa Mesa
Security	Costa Mesa Bridge Shelter Program	Shelter Operator
Meals/Food	Costa Mesa Bridge Shelter Program	Kitchen Operator/Operator
Parking	Costa Mesa Bridge Shelter Program	Operator
Homeless Prevention/Diversion Assistance	Costa Mesa Bridge Shelter	City of Costa Mesa/ Service Partners
Drug and Alcohol Treatment (on/off site)	Costa Mesa Bridge Shelter/ Off-Site	OCHCA/ CLCHC
Crisis Evaluation – Referral Plan	Costa Mesa Bridge Shelter Program	City of Costa Mesa/ OCHCA/ CLCHC
Services for Children	Costa Mesa Outreach	City of Costa Mesa
Dining Hall	Costa Mesa Bridge Shelter Program	Shelter Operator
Employment/Job Placement	Costa Mesa Bridge Shelter Program	City of Costa Mesa/ Service Partner
Substance Abuse Treatment (on/off site)	Costa Mesa Bridge Shelter Program Off-Site & On-Site	OCHCA/ CLCHC
Mental Health Treatment (on/off)	CMBS Program Off-Site & On-Site	OCHCA/ CLCHC

It is also recommended that in addition to the baseline services listed above, the following services are encouraged to be included in the design and implementation of the CMBS:

Service	Location	Provided by Operator or Service Partner(s)
Recuperative Care Beds and Services	Off-Site	Offsite Provider
Recreational Activities	Costa Mesa Bridge Shelter	Operator/ Volunteer
Pet Kennel and Services	Costa Mesa Bridge Shelter	Operator/Service Partner
Clothing Donation and Distribution	Costa Mesa Bridge Shelter	Operator/ Volunteer
Electronic Charging Stations	Costa Mesa Bridge Shelter	City of Costa Mesa
Bike Repair Services	Costa Mesa Bridge Shelter	Service Partner
Hair Salon and Services	Costa Mesa Bridge Shelter	Operator/ Volunteer

4. Coordinated Entry System Integration

The Navigators will conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Navigators will also assist CMBS guests in obtaining the necessary documentation to move forward in their housing connection process, once guests are matched to permanent housing opportunities by the Coordinated Entry System Module in HMIS.

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the CMBS will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act as well as the CoC and OCRSC Initiatives.

The CMBS should not be regarded as a singular program but should provide Central Service Planning Area linkages within the broader CoC, helping to move the system towards higher level of performance, a reduction in the number of persons who experience homelessness in our community, and an increase in access to housing opportunities for chronically homeless individuals. The CMBS will offer preferences to homeless residents who have

long-term ties to the community. Indicators for measuring effective system performance should include the following key considerations:

a. Reduction in Guests Experiencing Homelessness for the First Time: Are fewer people experiencing homelessness for the first time? Are only people who have no safe, appropriate housing option being admitted to shelter?
b. Overall Reduction in Number of Persons Who Experience Homelessness: Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?
c. Reduction in the Length of Time Persons Experience Homelessness: Do people stay homeless for shorter periods of time? A reasonably short length of time being homeless indicates system and program success in rapidly re-housing persons who are unhoused. It can also indicate efficiency related to turnover of beds, which is essential to meet system demand for CMBS Program.
d. Successful Resolution of Housing/Homeless Crisis: Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based support?
e. Reduction in Recidivism (subsequent return to homelessness): Are repeat occurrences of homelessness avoided or declining?

6. Program Components

The CMBS Program will contain the following components and amenities:

- Sleeping Dormitory Area with separation between men and women
- Medical/First Aid Area
- Dining/Commons area
- Security Area
- Case management offices
- Administrative office
- Intake and Entry Area
- Kitchen
- Shower Areas
- Outdoor Recreational and Facilities Areas
- Outdoor Pet Kennel Area
- Flex Sleeping Area

B. Admission Criteria and Procedures

1. Guest Rules & Guidelines

A prospective guest must be able to perform all aspects of their care meeting their Activities of Daily Living (ADLs), follow all CMBS rules, and maintain appropriate behavior with consideration for all other guests of the shelter. All guests must review and sign a copy of the "Shelter Rules" document prior to entry (Attachment B). All new guests will review and sign the CMBS Expectations (Attachment C). After reviewing the listed expectations of the CMBS Program, the guest will be provided with a signed copy for their records.

2. New Guests Entering the CMBS

New guests will be screened using the phone intake system and provided with a reservation number and transported to the CMBS arranged by a referring partner. Beds will be assigned based on availability and eligibility results. Operator will verify and assign beds daily. If it is after standard business hours, an individual seeking shelter can call the NHS Hotline to express interest and begin the process. Upon arrival, guests are required to go through a security screening process, complete necessary intake paperwork, and review Shelter Rules and Guest Expectations documents.

3. Screening Requirements

No person who is a registered sex offender or arsonist, nor has open felony warrants will be allowed to access the CMBS property. Screening will take place prior to the arrival at the facility as part of the bed reservation system, see below. This screening process will be vetted through the referring city's Police Department before entry to the Bridge Shelter.

4. Bed Reservation System

All prospective guests seeking to access the CMBS and services will do so through the designated Intake and Bed Reservation Hotline ("hotline") to prevent neighborhood impact. No walkups shall be accepted. Or the unsheltered population will be referred while on the street and seeking shelter.

A guest interested in shelter will need to be vetted by their respective city's outreach team or police department. Guests will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Prospective guests meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation options and designated arrival time by the Operator and/or City staff.

The Operator is required to manage and update a designated system daily to capture bed inventory, reservations, and vacancies. Operator staff are also charged with recording excused versus unexcused absences and recording guest exits after 3 unexcused absences in 30 days. By 9 a.m. each morning, a new Excel spreadsheet should be prepared by Operator staff noting current beds available, current list of excused versus unexcused absences, and an exit tracking log.

A summary of shelter bed availability shall be distributed to applicable parties through text. These tracking logs will be reviewed by City staff at a minimum of once per week to ensure that there is an internal checks and balances to manage occupancy and referral coordination.

5. Identification Requirements

A form of official identification is required to verify identity; however, a guest will not be denied access to shelter services without one, so long as their identity is verified by City staff prior to entry. Navigators will assist guests in obtaining a California ID, providing each guest with a no-cost ID voucher.

6. Day Leave and Returning Guests

Guests are permitted to leave the shelter via shuttle, pre-arranged ride share, the bike program, or via their personal vehicle. Guests are to return to the shelter before 7 p.m. daily. If the guest knows ahead of time that they will not be returning to the shelter in the evening, they should call their Navigator before 5p.m. to leave a detailed message with name and reason for an excused absence.

The shuttle, Bike Program, and rideshare are the authorized means of transportation on and off the property. Guests arriving later than 7p.m. for special circumstances such as employment or discharge from the hospital must communicate with their Housing Navigator or shelter staff their anticipated arrival time. No guest will be allowed into the shelter after 10p.m., unless their reason is approved by City or Operator staff. Lack of communication regarding late return could result in forfeiture of the bed reservation and subject the guest to the “Readmission Policy” protocols.

7. Hours of Operation

The CMBS is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week, regardless of holidays or weather.

5:00 A.M.	Early Wake Up Call
5:30 A.M. - 8:00 A.M.	Breakfast served
6:00 A.M.	Commons Area Open
6:00 A.M. - 10:00 P.M.	Pet Kennel area open
7:00 A.M.	Second Wake Up Call
10:00 A.M. - 4:00 P.M.	Computer/Technology Lab open (by appt. only)
11:30 A.M. - 1:30 P.M.	Lunch served
3:00 P.M. - 4:00 P.M.	Snack served
6:00 P.M. - 8:00 P.M.	Dinner served
10:00 P.M. - 6:00 A.M.	Lights Out in Sleeping Area

C. Overflow Management

1. Coordinated Service Delivery Plan

It is imperative that a Coordinated Service Delivery Plan be implemented that includes assessment for the following diversion and redirection strategies:

a. Homeless Diversion

The referring city staff will screen for Homeless Diversion prior to entry. The Operator will again review with the guest, potential for Diversion services at intake to ensure that those with alternative resources will not be accessing the homeless system. The referring city Outreach team and the Operator will either provide or partner with an agency that can offer successful diversion assistance.

b. Coordination with Family Solutions Collaborative

Housing Navigators will work with the Family Solutions Collaborative to redirect families seeking shelter at the CMBS. City Outreach teams will work with families in need by assisting them in seeking alternate shelter through the Family Solutions Collaborative.

c. Coordination with Transitional and Bridge Housing Providers

Housing Navigators will work with regional service providers to coordinate referrals to transitional and/or bridge housing vacancies. This form of housing will be utilized by returning guests who have been matched with a housing opportunity and will soon move into permanent housing.

d. Coordination with Other CMBS Providers

Housing Navigators will partner with other emergency shelter program providers to redirect overflow to available regional shelter beds within the Central Service Planning Area of the

County. Housing Navigators will re-direct guests to shelter providers based on the guest's choice, proximity to work, housing and/or support networks.

2. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the CMBS. A daily bed utilization count will ensure that the 100-bed capacity will be maintained each evening to meet the greatest need for our homeless neighbors seeking shelter services.

D. Exit and Re-Admission

1. Exit and Readmission Policies

Guests will be considered to have exited the program when they voluntarily leave or are exited from the shelter for violations pertaining to safety or repeated shelter violations.

The Operator and referring city staff should be balanced in their approach to program exits and readmission policies, as it pertains to rule violations and infractions. Such policies include considerations to maintain a safe and effective facility; safety for guests, volunteers, staff, and the surrounding neighborhood; as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation. Shelter staff will keep logs of "excused" versus "unexcused" absences to avoid unnecessary exits. Only Navigators and/or Shelter Supervisor, and/or her designee can approve excused absences. These excused absences will be promptly reported to shelter staff so that they are notated in appropriate logs.

Infractions will be subdivided into a multi-tiered system based on the severity/impact of the infraction on the program and other residents. The consequences for each tier level shall be fitting for the level of the infraction and its impact on the program.

1) Tier 1: May include "Basic Program Guideline Infractions" such as smoking in the bathroom, not leaving the sleeping on time in the morning, cutting in line, etc.
2) Tier 2: May include "moderate infractions" such as on-site possession of alcohol or marijuana, guest fighting (minor scuffles), disrespect towards volunteers, etc.
3) Tier 3: Infractions at the Tier 3 level would be considered "major infractions" that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc.

Once individuals have been admitted to the shelter, if they are found with Tier 2 infractions such as either marijuana or alcohol on their person, these substances are considered more minor offenses, and the guest will be given an action plan. The consequences depend on individualized circumstances. Three action plans of the same offense result in an immediate exit. Safety related violations, considered Tier 3, will constitute an immediate exit.

For noncompliance of rules in Tier 1 and Tier 2 levels, there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a guest may be asked to leave, and staff will determine and give them the designated timeline for which they can be readmitted. The Operator will maintain a zero-tolerance policy towards criminal activity including but not limited to: violence and sexual misconduct, and drugs and medications used or possessed beyond the scope permitted in the "Health Policies." These behaviors, when substantiated, are punishable by immediate exit upon first offense.

Guests who use the facility, programs, or services in violation of a specific rule will be responsible to adhere to stated consequences, up to and including law enforcement response for criminal conduct.

2. Exit Procedures

All exits will be evaluated by the Shelter Supervisor, or their designee, before final exit notices are given. When a guest is asked to exit due to noncompliance with rules, including violence or criminal activity, security will escort the person off the property and the guest will be transported to a self-directed location, out of the surrounding area. Guests who have been exited will be offered Lyft transportation to an area outside of the quarter-mile radius of the CMBS, but within the Orange County limits. Partner city's guests shall be transported to a location within their respective city limits, unless an alternate location is approved by City staff.

3. Return Procedures

CMBS guests who are exited from the program must wait a designated amount of time before returning. The length of time a guest must remain exited from the program will be determined on a case-by-case basis, based on the guest's most recent exit in compliance to the County's Shelter Standard of Care.

Medical exceptions to the exit procedures must be reviewed and approved by the Operator in conjunction with the Shelter Supervisor of the City of Costa Mesa.

The City of Costa Mesa Outreach team will continue to provide outreach services to those guests who have exited from the CMBS and request to continue their housing plan. Once former guests have reached the appropriate time for reentry, Outreach staff will evaluate their status and work on a plan towards reentry if the guest desires to return to the Shelter.

Guest exits can take place for a variety of reasons including, but not limited to, violent and/or aggressive behavior, noncompliance with the housing plan, and more than three (3) unexcused absences in 30 days. The following "Exit Checklist" must be completed by the Operator prior to having the Shelter Supervisor or designee review for the guest exit. This process provides credibility to the exit procedure and ensures that the exits are supported by objective facts.

Exit Checklist:

1. Has the shelter guest been reviewed for exit, and completed an initial intake with their assigned Housing Navigator?
2. Does the shelter guest have three or more unexcused absences during a 30-day period?
3. Does he/she understand the difference between excused versus unexcused absences? Has this been documented in the case files?
4. What phone number(s) were the shelter guest provided for communication purposes? Navigator or shelter guest line? Were both phone numbers given to the guest upon intake?
5. Were shelter phones operable during the absentee period when the guest was trying to reach both their Housing Navigator and/or shelter staff?
6. Did the shelter guest utilize an alternative method to inform personnel of an excused absence, such as an email, saying that they were going to be excused?
7. If the shelter guest leaves immediately in the morning, making it impossible for the navigator to conduct an intake meeting, did the navigator leave a note on their bed informing the guest that they are required to meet with the navigator on a weekly basis to work on their housing plan or risk losing the shelter bed reservation?
8. Were there any other extenuating circumstances? Hospitalizations? Missed bus? No phone?
9. Has all the above been documented in the guest case file and Homeless Outreach system?
10. Have you checked with other City Housing Navigators and/or Operator staff to ensure that he/she wasn't contacted instead of you?

Re-Entry After Exit Due to Unsafe Behavior

All shelter guests are subject to the conditions stated above. However, should a person have repeatedly exhibited violent behavior while a guest at the shelter, both City of Costa Mesa and Operator staff reserve the right to decline re-entry to the shelter pursuant to the above 30/60/90-day policy. Due to extenuating circumstances which might impact the safety of City and Operator staff as well as shelter guests, a meeting shall be held between all three parties to evaluate the suitability of the guest for re-entry to the shelter. Additionally, both the City and Operator reserve the right to re-evaluate guest suitability at 30-day intervals to determine whether a safety risk still exists.

Holding Beds for Shelter Guests

Once a shelter guest exits the Program due to either a medical, mental health, or substance abuse recovery opportunity, shelter staff may hold their bed up to 14 days after which time their bed will be released for new shelter guest intakes. If the shelter guest is gone from the shelter for a longer period, due to their medical, mental health and/or substance abuse needs, they are eligible for reentry if they wish to return to the shelter after a successful exit from the medical, mental health, and/or substance abuse program. The guest will be placed at the top of the interest list and placed in an Outreach- or PD-reserved bed when available.

Reassignment of CMBS Guests

1. City staff will review each case prior to an exit in accordance with the MOP.
2. If an exit is deemed appropriate, City staff will attempt to connect the guest to a partnering agency.

E. Navigation Services Policy

Upon entering the shelter, each guest will be assigned to a City Housing Navigator. The primary function of the Navigator is to work side-by-side with the guest to eliminate barriers to health, employment, and housing. The time frame is individualized with the goal of 180-day maximum length of stay. The shelter guest will be on a strict housing plan schedule, meeting with their Navigator on a weekly basis. Additionally, the Navigator is to provide resources and support to the guest during their stay, including encouragement to access all services provided at the CMBS.

Navigators will ensure that all guests have a complete assessment and are entered into the Homeless Management Information System (HMIS) and placed on the Coordinated Entry List, as the first line of housing engagement. However, this will not be their only housing plan

option. The Housing Navigator will continue to seek other housing and treatment opportunities, on an individualized basis.

Navigators will assist CMBS guests with obtaining the necessary documentation such as: California Identification, Social Security card, or Birth Certificate as the first step to ending their homelessness.

Together, the Navigator and the guest complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Navigator will document the guest's progress towards actions outlined in the Housing Plan. Additionally, Navigators work with guests to provide referrals to services in the CMBS or any community referrals as necessary.

1. Documentation of Case Management Services and Data Security Policies

Upon guest entry, the Navigator will enter the new shelter guest into the HMIS database. Navigators will manage housing plans and outcomes that are recorded at exit and throughout participation in the program. When the guest is exited from the CMBS, the Navigator will update HMIS with their current status. Paper files will be stored in a secure location at the Shelter.

The Navigator will use HMIS as its primary database and ensure that every guest completes and signs an Orange County HMIS Guest Consent Form upon entry into the program. Navigators will ensure collection of all HUD Data standards as required by the HMIS system.

The City has policies in place that restrict computer access records and guest information to authorized staff. All database and HMIS access will require passwords from authorized users, as required by the CoC policies for HMIS participation.

Disclosure of guest information to other social service agencies may be permitted only with the guest’s written consent. Disclosure of records relating to guests may be released without the guest’s consent in certain circumstances, as required by law.

F. Daytime Program Policies

Guests participating in the CMBS Program may, but are not required to, leave the facility during the day. City staff and the Operator will make every good-faith effort to encourage guests to stay on-site during the day and to take advantage of the on-site services provided

to them. Access to bed areas will be limited throughout the day to encourage guests to become active participants of program resources and activities at the CMBS.

Guests can leave the facility for work, medical, or personal appointments using the CMBS transportation services.

Guests will have access to daytime services through the CMBS's partner organizations and will be able to meet with their assigned Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations.

Guests are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

G. CMBS Program Policies

1. CMBS Guests

Access to the CMBS's services is available to homeless guests that have completed the prescreening and intake process to enter the Program. Transportation to and from the CMBS for these guests must be provided and coordinated by the shelter staff and/or service partner organizations.

All CMBS guests are expected to follow the Shelter rules and maintain appropriate behavior with consideration for all staff and fellow residents. Rules of the CMBS will be reviewed upon intake and acceptance to the program. Additionally, rules will be prominently displayed in lobby waiting areas. Those in violation of these rules may be exited from the site, suspended, or terminated from the program, depending on the severity of the offense.

2. Shelter Operator Protocols

One of the roles of the Operator is to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to CMBS guests.

Another important role is recruitment of volunteers. The Operator may include a CMBS Volunteer Coordinator position in its staffing plan. The duties of the CMBS Volunteer Coordinator will be to recruit and encourage participation by outside service providers, maintain service provider room reservation schedule, and ensure the day-to-day operational functions of the CMBS.

The Operator should ensure that the CMBS has flexible hours to allow guests to participate before or after work and/or on the weekends. The Operator may also facilitate quarterly meetings through the formation of a Service Partner Collaborative.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at the CMBS will complete an application. Responsibilities of the Service Provider Partners will include, but are not limited to:

1. Set and maintain their own appointment schedule with guests.
2. Provide guests with access to transportation to fulfill their scheduled appointments, if needed.
3. Agree to share service outcome information.
4. Communicate room reservation conflicts with CMBS Concierge in advance.
5. Respect, maintain and keep clean all areas of the CMBS.
6. Respect and cooperate with Operator staff, other service providers and guests.
7. Participate in Service Partner Collaborative meetings and provide input to the improvement of the CMBS Program.

H. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, the Operator will work with the City to facilitate community outreach efforts to ensure ongoing communication and proactive responses to any issues. These Community outreach efforts will provide opportunities to answer any questions that members of the surrounding community might have on the operations of the CMBS Program. The City and Operator will provide information to the public including operational components, programmatic outcomes and performance, and engage in dialogue about any proposed changes to the program that may have a real or a perceived community impact.

The NHS Hotline is available 24/7. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the CMBS will be recorded and forwarded to the appropriate staff for prompt responses.

Visits by members of the community and tours of the facility will only be available by scheduling an appointment with City Staff. All requests must be submitted no less than 48

hours in advance and must be approved by the City Manager or designee. Approved shelter tours will only be given during normal business days (Monday - Friday), during the hours of 8:30 a.m.- 4:30 p.m.

All media inquiries regarding the City Bridge Shelter will be referred to the Neighborhood Improvement Manager. The Operator and City Management will work together to respond to media inquiries related to the Bridge Shelter program. The operator will notify the City regarding any and all media contacts regarding the Bridge Shelter, prior to releasing statements to the media related to the program.

2. Communication and Coordination with Local Police and Fire Departments

The Operator is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The Operator will ensure that staff and security are trained to properly manage and respond to an array of difficult situations that may occur at the shelter and use proper judgement to contact police and/or fire/paramedics to address health and safety issues.

The Operator will provide an array of services and support that will be beneficial to local police and fire departments. These services include, but will not be limited, to:

1. Security Officers stationed on-site.
2. Designated beds reserved each night for law enforcement referrals.
3. Staff to monitor the surrounding area to control issues of loitering, abandoned property, and other blight.
4. Training opportunities on mental health and addictions treatment, trauma informed care, strengths-based approaches, housing first, de-escalation techniques or other topics of interest to supplement existing CoC provider trainings.
5. Statistical reports on number of guests served, length of stay and demographic information, next of kin and nearest family relative.
6. City Staff/Operator will meet at least quarterly with local law enforcement and Fire Rescue, as needed.

3. Communication and Coordination with City, County, and Service Providers

Operation of the CMBS will be for the public good and to assist the City of Costa Mesa and its partners within the Central Service Planning Area, and the CoC system forward. As such, successful implementation of the CMBS will require the partnership of various stakeholders including the City, County, and many other service providers.

The City Housing Navigators/Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in Costa Mesa, partner cities, and the Central Service Planning Area within Orange County.

To effectively manage and operate a robust CMBS that provides an array of services for the shelter guests, Operator will demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the City Staff/Operator will be responsive to and provide support to the City Council Members as needed, in relation to the operation of and performance indicators/outcomes of the program. All communications from elected officials shall be promptly conveyed to the Neighborhood Improvement Manager prior to responding.

4. Policies for Community Involvement

The Operator will be committed to active participation in City and County-wide community events. To the extent reasonable and feasible, representatives of the Operator will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited and communicate with neighborhood and business participants. Additionally, the Operator may sponsor special events, such as community resource fairs which will include the broader community.

5. Policies for Neighborhood Patrol

An Operator staff-led Neighborhood Patrol will assemble daily to monitor a quarter-mile radius around the shelter perimeter. The role of this patrol group is to promote cleanliness, engage with neighbors, enhance the safety of the surrounding area, and mitigate any perceived program impacts within the immediate vicinity. Additionally, they will prevent and monitor any issues of loitering, unauthorized parking of guest vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the daily patrols.

The following actions will be completed by the Neighborhood Patrol:

1. All litter and trash items will be removed from the area and properly disposed of.
2. Guests found loitering will be issued a warning. Violations of this rule may cause a guest to be exited from the facility.
3. Unauthorized parking of guest vehicles in the neighborhood are subject to towing.
4. The Operator will contact a city-designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property.

5. The Operator will follow city codes for removing personal property found in the surrounding area.
6. The Operator will work with the Costa Mesa NHS and law enforcement to conduct outreach and engagement activities to surrounding community areas to ensure anyone experiencing homelessness can be screened for shelter or other program referrals.

I. Shelter Advisory Boards

1. Advisory Board Composition

The Operator may establish a Bridge Shelter Advisory Board comprised of key stakeholders with the intent to:

1. Regularly review the operations of the CMBS program
2. Enhance community relations between the shelter and the public
3. Address concerns of local community members, businesses, City of Costa Mesa, and partner services providers pertaining to the operation of the CMBS
4. Address grievances as they occur in the CMBS

The 11-member Shelter Advisory Board may include:

1. Operator Shelter Manager
2. City of Costa Mesa Council District Representative
3. City of Costa Mesa Neighborhood Improvement Manager
4. Police Department Representative
5. Two Representatives from the Adjacent Business Community
6. Two Representatives from the Adjacent Residential Community
7. Two Representatives from Local Service Provider Agencies
9. Partner Cities Representatives

2. Meeting Schedule

The Advisory Board will meet monthly at a date/time agreed upon by its members.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the CMBS Program, the Shelter Advisory Board is also tasked with the on-going review of the MOPS, working with the City and the Operator to evaluate and refine the MOPS to improve the program outcomes.

J. Safety Policies

1. Facility Maintenance

The Operator will keep a schedule for regular facility cleaning. The Operator will provide, or cause to be provided, daily cleaning services for all areas utilized by guests and weekly for office space at the CMBS.

Shelter Operator Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed on a regular basis.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to the Program Manager.

The need for repairs will be reported promptly by staff to the Program Manager, then reported to City staff to be addressed.

The Operator will be committed to maintaining a pest-free environment throughout the premises. As such, no food will be allowed in living areas of the facility. Trash bags will be emptied daily in all areas. Weekly inspection of guest spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training in the identification of common pests as well as prevention and control measures. If assistance is required due to a pest outbreak, the Operator will contact City Staff and work together to address the issue. If City Staff are not available or after hours, the Operator will contact the City's non-emergency dispatch line at 714-754-5252 for emergency assistance.

2. Fire and Earthquake Safety

<u>Evacuation Plan for Ambulatory and Non-Ambulatory Residents</u>

Shelter staff must be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation routes and exits are posted in each major area of the facility. An evacuation point outside has been designated on the posted map of the facility.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and guests to evacuate, call 911, and direct the evacuation plan. Staff will be assigned to oversee the evacuation of guests in each work area. Staff will check guest areas, assign

assistance to non-ambulatory and disabled persons, and lead guests to safety through the nearest safe evacuation exit. Staff will assemble guests outside at the designated evacuation point, read bed lists for attendance and search for any missing guests as safety conditions allow. In case of fire, these additional protocols will be completed:

1. The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.
2. While evacuating guests, staff will attempt to close all door(s), if safe to do so.
3. Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point.
4. If the door is hot, it is not to be opened, and staff will lead guests to leave via the nearest safe exit.
5. Staff will locate and use appropriate fire extinguishers, if safe to do so.
6. When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
7. Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
8. Staff will report incidents and procedure in Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, staff will:

1. Contact the Program Manager to identify evacuation locations and disaster teams if assistance is needed for client shelter, meals, or services.
2. Contact the City Neighborhood Improvement Manager.
3. Contact other Homeless Providers for services, as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an “all-clear.”

3. Fire Prevention Procedures

The CMBS has been approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting has been installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building, within 20 feet of doors. A smoking section has been designated and a sign posted in the designated outdoor patio smoking area.

4. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the CMBS facility and will be included in the Shelter Management files. Fire extinguishers are located in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per City and County requirements. A certificate of the most recent OC fire inspection will be posted in a visible and designated area.

6. Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as other hazards. A guest tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to the facility or grounds, staff from the City's Public Services and Fire Departments will be called to inspect the facility as soon as safety permits. Guests will be evacuated from the building and transported to other shelters as needed.

7. Disaster Preparedness: Access to I.T. Server Room

<u>Server Room Access:</u>

Operator Non-Emergency Scheduled Work

a. Email Costa Mesa IT Department at ITOperations@CostaMesaCA.gov.

b. City IT Operations staff will contact Operator IT to arrange an onsite escorted visit to the network IDF closet during normal business hours.

Operator Critical After-Hours Support

a. The Operator will call Police Dispatch at 714-754-5252 to request City IT Operations on-call/standby staff for after-hours access to the CMBS IDF closet.

b. City IT Operations staff will call back within 30 minutes and be onsite within 1 hour.

Power Outage:

In the event of a power outage, non-emergency dispatch should be contacted at 714-754-5252. Dispatch should be directed to contact the on-call Maintenance personnel who will coordinate the towing of the emergency generator from the Corporation Yard to the Shelter. The local battery backup at the Shelter will provide up to two hours of power for the telephones, Computer Data server, security cameras, and emergency exit lighting, and 24 hours for the fire alarm system.

K. Security Plan

The Operator will follow policies and procedures that promote safety for guests, staff, volunteers, and the community. The Operator will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. Eligibility Screening

Only individuals with strong ties to Costa Mesa or other contracted city (as defined in writing by each respective city) will be allowed enrollment into the Shelter. No person confirmed to be on the sex offender registry (Megan's Law) or a registered arsonist will be allowed to access the shelter property. Additionally, no person with an open felony warrant will be allowed to access the shelter property.

2. Secured Entrances

All guests will present their identification upon entry. Guests without valid California identification cards will be provided with an ID Voucher for DMV to secure a valid identification card.

All guests and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter. All contraband will be seized. Contraband items include, but are not limited to weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items, or environmentally harmful goods. Confiscated items will be destroyed or turned over to the authorities as appropriate.

Guests will sign in upon entrance and sign out upon exit from the building.

3. On-site Security Personnel

The Operator will provide a minimum of two trained security guards to ensure the safety of guests and the surrounding neighborhood, 24 hours a day. Security will always be on site and will conduct security rounds of the facility in a continuous manner.

Security guards will be stationed both inside and outside the shelter to ensure maximum coverage. Security guards will be accessible and visible to guests and survey the facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security guards will be contracted through a third-party vendor. Security guards may carry non-lethal weapons such as mace, batons, and handcuffs. The vendor will ensure that all security staff will be appropriately trained to work within the shelter for homeless individuals.

Security guards will receive appropriate training related to nonviolent crisis intervention, mental health first aid, professional ethics, for example, through the Operator's resources.

4. Security Alarms and Cameras

The building is equipped with security cameras inside and outside, safety alarms, and a portable communication device worn by staff. Staff will also have access to panic buttons which will silently summon police to the facility during emergency situations.

A City of Costa Mesa staff and Operator will have 24/7 access to monitor security cameras on and off site of the CMBS.

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. Staff will escort any person to the parking lot or security gate after sunset.

5. Loitering Policy

Guests are not permitted to loiter in the neighborhood surrounding the CMBS facility at any time. Violations of this rule may result in a permanent exit from the program. Ride Share or Van Shuttle drop-off/pick-up location are an extension of the shelter; therefore any violation such as loitering constitutes a violation of the shelter rules. Operator/Security will conduct random daily checks of quarter mile radius around the shelter to enforce shelter rules and deter loitering.

6. De-escalating Conflicts

All employees will receive appropriate training in nonviolent crisis intervention, trauma informed care, strengths-based interviewing, professional ethics, and other relevant industry best practice training for working with this population.

Marginal Types of Aggression: Exits should only occur with more serious types of aggression or with repetitive aggressive behavior versus a less serious offense. Prior to exiting a guest, Shelter staff should attempt to de-escalate a situation by understanding the motivations that prompted a guest to behave in these manners. By developing this insight, the shelter staff should be better able to determine both verbal and non-verbal responses to this behavior. If this behavior continues and cannot be managed successfully, then City and Operator staff should meet regarding guest status. If it is decided that the guest should continue in the program, the following steps shall be taken: action plans, formal discussions about behavioral change, etc. If the behavior continues, City management and Operator management reserve the right to exit the guest pursuant to procedures laid out in the Management Operations Manual (MOPS).

Verbal Threats or Aggression: If a guest makes a verbal threat and/or is verbally aggressive to either Operator staff, another shelter guest, and/or City staff, the management team will review the case for immediate exit from the shelter to protect the safety of staff, operator and other shelter guests, pursuant to procedures listed in the Management Operations Manual (MOPS).

Violent behavior: If a shelter guest exhibits violent behavior towards another guest, he will be immediately exited. He may be subject to the 30/60/90 policy depending on both shelter and case management opinions regarding the possibility of repetitive violent behavior. Prior to admittance Operator staff and City team will meet regarding re-admittance of the guest; should guest be allowed to return to the shelter, they will be required to sign a behavioral contract to ensure that aggressive behavior does not continue inside of the shelter which includes the 6 stages of behavior change (pre-contemplation; contemplation; preparation; action; maintenance and relapse), actions plans and formal monitoring. Under no circumstances shall a guest be readmitted to the CMBS if the victim is still residing in the shelter. If the violent behavior reoccurs after the guest has been re-admitted, a permanent exit shall be discussed and evaluated amongst City and Operator management prior to a decision being rendered.

7. Entrance and Exit Procedures

All staff and guests will enter and exit through one main entrance and security checkpoint. Both entrances will be equipped with security cameras for inside and outside the facility, safety alarms, and a portable communication device worn by staff for control of entrance and activity inside the building. All areas of the building will be locked when not in use. The building will be zoned so that guests will only have access to the areas which they need. During sleeping hours, guests will have restricted access to other areas of the building.

They will sign in upon entrance and sign out upon exit from the building.

All guests will enter the property by ride share or shuttle. Guests will be escorted from the designated parking lot area and shuttle drop off area to the shelter entrance.

8. Policy Regarding Storage of Guest's Possessions

All guests will have access to limited personal storage space in the outside storage area and indoor sleeping area.

A limited number of outdoor storage bins will be available to guests through a reservation process. A guest who qualifies and requests their personal effects to be stored in these outdoor bins must sign a "Storage Bin Agreement" form which states that staff is not responsible for any items that are lost, stolen, or damaged. A guest may store personal property in their assigned bin, to its maximum capacity.

A guest storage log will be signed at each visit to the storage area. The storage area may be accessed, with staff supervision only during assigned hours during the day.

All items will be stored for the length of the guest's stay at the shelter. Once a guest has exited the shelter program, any personal effects may be voluntarily stored for up to 7 days upon request; An extension could be granted when a guest has a verified need to store belongings for a date certain that is more than 7 days after departure. Property will be deemed abandoned if not removed upon departure, stored in agreement for 7 days or extended beyond 7 days, upon request and verified need. Guests who have exited from the shelter program must maintain contact with staff regarding property remaining at the shelter and are required to set an appointment time with staff to collect their personal belongings.

In the event the guest cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal

Property form. The guest will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items, or environmentally harmful goods.

9. Policy Pertaining to Authorized/Unauthorized Search of Guests' Property by Staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with storage policies. Staff have the right to designate a period of time when a guest will be ineligible for re-entry to the facility, if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies."

When inspecting a guest's possessions without them present, two staff people will be responsible for the search. An Authorization Form will be signed by the guest at time of entrance into the facility when they place items into the storage area. When items are found in the guest's possession that are not suitable for storage, guests can choose to have staff dispose of the item or guests may store the property off site, at their own cost.

10. Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons can be brought or stored at the shelter. All the guest's belongings brought on-site will be searched upon entry and inspected for weapons or items that could be used as such. Anyone found with a weapon or dangerous materials that can be used as a weapon will be asked to discard the items, store them off site or decline to enter the program. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with staff only accessibility.

11. Procedure for Contacting Police

The intention of the Operator should be as proactive as possible and ensure that public safety resources are deployed only when necessary. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at the shelter.

In establishing a procedure for contacting public safety, the Operator will work cooperatively with the local police and fire departments to establish shelter policies and procedures on

how and when to contact police or fire for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and medical emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

L. Health Policies

1. Housekeeping Policy

The Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of guests, volunteers, and staff. The Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and guests and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff may be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all guest areas including living quarters, kitchen and dining and common areas will be done using institution strength antibacterial products.

Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the contracted janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, guests will be required to store personal toiletries in plastic sealable bags on their beds when not in use. The Operator will assign a set of linens at intake for their use while in the shelter. The guest will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

1. Staff will wear appropriate protective garments (i.e. gloves) while completing tasks.

2. Staff will use the recommended disinfecting cleaning products for each area of the facility.
3. Staff will practice required handwashing procedures.
4. Kitchen staff will be trained in and practice required food-handling procedures.
5. All guest clothes will be washed upon initial intake and weekly thereafter.
6. All laundry will be handled according to safety and washing procedures. Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious.

The outside grounds will be included in the housekeeping standards and schedule. The facility's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the CMBS staff. Any major repairs or work requiring specialized training will be completed by approved vendors.

The Service Partner agencies must adhere to housekeeping procedures. Service Provider Partners will be expected to respect and keep their areas clean after usage.

2. Pet and Service Animal Policies

The Bridge Shelter standard has been that 10% of the guest occupancy will be permitted to bring pets and service animals at the shelter. This standard is flexible to several factors, including the size of the pets, the behavior of the pets and the owner's ability to effectively manage the animal during the shelter stay. The Operator shall maintain discretion in pet capacity/management.

Shelter guests are required to vaccinate their pets pursuant to Section 3-122 of the CMMC and because it is also a health and safety concern given the nature of the shelter facility. Shelter guests are also required to spay/neuter their animals. Shelter staff will facilitate veterinary services to ensure all pets staying in the shelter are vaccinated and spayed or neutered.

The health and well-being of all pets and service animals brought into the CMBS will be the responsibility of their owner. Guests must feed and clean up after their pets and service animals, Shelter staff will not be able to provide food. Guests who are unable to properly care for their pets or control them while at the shelter will be asked to work on these improvements as a program goal or find alternative arrangements for their pets.

The Operator works with the City to define rules and policies around pets, service animals and animal management at the shelter. The Operator may contract with a veterinary service provider to help provide animal management services at the shelter. Such services include but are not limited to examination of pet health upon entering shelter and throughout, spaying/neutering services, vaccinations, treatments for injuries/health issues and pet owner education. All animals must remain either inside the facility or within the gated area of the shelter in the designated outdoor animal area.

3. Possession and Use of Controlled Substances

The Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the CMBS and on the CMBS premises by employees, residents, guests, and the general public.

It will be the intent of the Operator to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Operator to have an environment that is free from the influence of controlled substances and alcohol at all times. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner, is contrary to the CMBS's mission, and will be strictly prohibited.

4. Policy for Drug Possession

Staff will have the right to refuse entrance to any guest who is noticeably impaired, under the influence, exhibiting behavior that is inappropriate, or otherwise cannot follow the rules and expected behaviors of a guest while participating in Shelter activities. If alcohol, illegal substances, or paraphernalia are found in a guest's possession after they have completed entry paperwork and necessary security screenings, that guest may be asked to exit the facility at the discretion of staff. They may be given a timeframe of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

If a guest has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with the person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A guest who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The guest will be responsible for requesting and taking their own medications within the limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

6. Guest Use of Over-The-Counter Medications
Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

7. Guest Access to Emergency and Medical Care
Guests may have access to medical care at any time. The guest should communicate to a staff member on duty their need for medical care, if possible.

If a guest requires first aid items, they may access them from a shelter staff member at a service desk. The staff member may assist the guest in first aid care with guest's permission, provided the staff member has received training in basic first aid, and utilizes universal precautions.

a. Medical Emergencies and Requests for Immediate Medical Attention and/or Care
In case of emergency or where a guest needs or requests immediate medical care (other than basic first aid), the staff on duty will call 911 and follow instructions given by 911 dispatch. The staff person on the scene will contact other staff as soon as possible. If a guest is injured or incapacitated, staff will not move the guest unless directed otherwise by 911 dispatch or first responders. Where appropriate, staff will check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the guest comfortable and keep other guests away from the immediate scene, while another staff member will wait for emergency medical personnel, give medical personnel information about the guest, and direct them to the guest.

Guests shall always be given the option of ambulance transport. However, when responding EMTs determine that the injury or illness does not actually require emergency ambulance transport, and that determination is documented in writing, guests may, but shall not be required to, decline to be transported via ambulance, and may utilize another method of transport. Where emergency transport is declined, guests must sign an emergency medical transport waiver in order to be eligible for alternate transport. Staff will then make

arrangements for the guest to be transported to a hospital or other medical facility pursuant to the provisions of paragraph N.8. Medical Transport of the Transportation Policies, below.

Following a guest emergency or other medical incident (other than first aid), the Program Manager will be called as soon as possible. After the guest incident has been controlled, the lead staff member will complete an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

b. Routine Medical Appointments and Other Requests for Non-Urgent Medical Care

Where a guest informs staff that he or she has or needs to make a routine appointment to see a physician or other medical professional, staff may make arrangements for the guest to be transported to that appointment pursuant to the provisions of paragraph N.8. Medical Transport of the Transportation Policies, below.

Staff retains the discretion to call 911 at any time staff has reason to believe that an emergency medical response is necessary, notwithstanding any statement to the contrary by a guest. When in doubt, staff should call 911.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or approved medical partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, and Mental Health First Aid. Any incident occurring at the CMBS requiring first aid will be documented in the daily report and an Incident Report will be prepared and sent to the Program Manager and City Neighborhood Improvement Manager.

9. Policies & Procedures for Disease Prevention

The Operator will have protocols for the prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, guest clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or guest occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

1. Immediately contacting Supervisor about the situation
2. Dealing with any injuries

3. Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses (if possible), taking photos (if possible), and noting any unusual circumstances
4. Recording all necessary information to complete a formal report
5. Reporting all accidents or injuries within 24 hours to insurance carrier

If a guest shows symptoms of a contagious disease or other public health concern that might threaten another person, the guest will be sent to a local medical facility or emergency room for diagnosis and treatment. If a guest leaves due to disease, the bedding and guest's clothes will be washed, bed cleaned, and bedding replaced. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The CMBS will operate to conform to best public health practices.

Universal precautions will be used for all handling of guest possessions. Staff will follow hand-washing techniques recommended by the OC Public Health Department.

All staff will be tested for TB as required by OSHA standards and written in the Operator's Policy and Procedures handbook. If a guest shows symptoms of tuberculosis, the guest will be sent for medical evaluation and diagnosis and asked to receive a TB test. All guests may be offered TB testing through partner medical services as a community health benefit.

To mitigate the spread of COVID-19, the Operator may adopt policies and procedures in compliance with guidance from CDC and OCHCA including, limiting capacity in the shelter to ensure social distancing, daily temperature and symptom checks, masking, and regular COVID-19 testing. We have partnered with local care providers to offer vaccination to all shelter guests and staff, and to each new guest at point of intake.

M. Food Policies

The Operator is expected to have a minimum of one (1) fully trained staff person per shift with the required Food Handlers Certification to assist with the operations of the Commercial Kitchen.

The City staff and Kitchen Operator will work together related to volunteer opportunities within the Commercial Kitchen to support meal preparation operations. While the City Staff is lead on all operations of the Commercial Kitchen, Operator staff need to be familiar with the operations of the kitchen equipment for meal preparation/serving in the absence of City Staff or scheduled volunteers.

1. Provision of Nutritional Needs of Guests

The CMBS has a full-service Commercial Kitchen onsite which will be supported by City staff and the Operator. Guests will be provided with breakfast, lunch, and dinner every day. Meals will be prepared through the on-site kitchen facility or an approved off-site facility. They will ensure that meals will be nutritious and balanced. The City Shelter Supervisor is responsible for providing and calendaring all meals and snacks either through a food volunteer network or through a registered food vendor.

The Shelter Operation will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The City Staff will also work with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals.

Tables will be set up for meals in the central dining area of the Shelter at the scheduled mealtimes. Food will be served at designated times of operation for registered shelter guests. All such meals must meet OC Public Health Departments standards.

The City Shelter Supervisor will ensure all OCHCA standards. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the kitchen area of the facility. All cooking staff and volunteers will be required to have completed the ServSafe Food Handler Program and sign all appropriate waivers as a volunteer.

2. Provisions for the Sanitary Storage and Preparation of Food

The CMBS will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/freezer space should be available for guest medications. The Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them will follow the procedures of the OCHCA as taught in the ServSafe Food Handler Program. All volunteers will be supervised by both City and/or Operator employees.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in the freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

N. Transportation Policies

The policies for travel to and from the CMBS will be designed to support guest needs and minimize potential impact on the adjacent residential neighborhood and businesses. The following transportation measures will be implemented:

1. Transportation Flow On and Off the Property
The Operator will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include provisions for personal automotive transportation, ride share and shuttle services.

2. Pedestrian Traffic
A no walk-up policy will be posted and disseminated throughout the community. Any potential guest that does walk-up will receive information on how to make a bed reservation, set-up appointments with the CMBS and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

3. Bicycle Traffic and Parking
A bicycle rack will be provided in a secure outdoor area. Bike locks will be encouraged but are the responsibility of the guest to obtain. Ride Share and shuttle transportation vehicles will be designed to transport bicycles, where feasible, to mitigate foot traffic to the facility. The Bridge Shelter has adopted a Bike Program that allows authorized guests to ride on and off the property. City Case Managers are responsible for determining which guests are authorized to participate in the Bike Program.

4. Transportation Services
Access to the shelter will be provided through a hybrid model utilizing ride share for one-on-one appointments or shuttle for group outings. For example, grocery store, pharmacy, or other personal needs.

5. Personal Vehicle Transportation and Parking
The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in CMBS lot while at the facility.

Vehicles eligible to park in the CMBS lot will be listed on the Vehicle Parking Form by license plate and guest name. Vehicles in the lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

The Operator may contact the police department to tow any vehicle found parked in undesignated areas outside the shelter in the surrounding neighborhoods, as part of the Good Neighbor Policy.

6. Staff Transportation of Guests
Neither CMBS nor City Staff will be permitted to transport guests under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport guests.

7. Delivery of Shelter Goods and Community Donations
Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike, and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately three times weekly. The delivery of community donations by private donors will occur approximately three times daily during designated donation drop-off times.

8. Medical Transport
In case of medical emergency, guests will be transported to the hospital via ambulance, pursuant to the requirements of section L.7.a., above. Where ambulance transport is properly declined by the guest under paragraph L.7.a., including the necessary written concurrence of responding EMT's and execution of a transport waiver or where the request is for Routine Medical Appointments and Other Requests for Non-Urgent Medical Care under paragraph L.7.b., above, staff will make arrangements for the guest to be taken to the medical facility or appointment via private transport, such as a taxi, Uber or Lyft.

O. Financial Policies

1. Financial Requests from Guests
Financial requests from guests must be requested and received through their Navigator to receive the requested item (bus pass, clothing/food voucher, etc.) to assist the guest

achieve their housing goals. All bus passes and/or vouchers are kept in a locked safe in a locked office or closet when not in use.

2. Guest Possessions and Funds

No guest funds will be handled by the City or Shelter staff. Guests with funds will be responsible for their fiscal security and safety. It will be encouraged by staff for guests not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Guest Expectations agreement, and reviewed during the intake process. Guests will not be permitted to give cash to City or Operator staff at any time, for any reason.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Operator and City of Costa Mesa will follow all OC Health Department and City Fire Code requirements, and have staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. The Operator and staff will work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on guest confidentiality.

2. Policy for Compliance with Labor Laws

The Operator will comply with all required labor laws. Occupational Safety and Health Administration (OSHA) training and reviews will be done during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workman's Compensation forms, and requirements will be completed.

Q. Non-Discrimination Policies

The Operator will adhere to a policy of non-discrimination, which will be stated in the Operator's Policies and Procedures Manual.

The Operator and City of Costa Mesa will not discriminate in the provision of guest care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Operator and City of Costa Mesa will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained in and will be cognizant of any physical disability upon entrance of the guest and will assist as needed to conquer any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing the CMBS services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity and expression with due regard to privacy and guest rights.

Bathrooms and showers will be constructed with equal privacy for all guests, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all guests as highest priority.

3. Sexual Harassment Policy

All guests, volunteers, and employees should be able to coexist at the CMBS in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds - including by staff, volunteers, or guests. Guests, staff, and volunteers will be notified if in the Operator's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the CMBS facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to

appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Operator and City of Costa Mesa will have strict requirements for the safety of children and vulnerable adults. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must complete this training annually and maintain certification demonstrating compliance with its standards.

The Operator and City of Costa Mesa will follow federal law requirements in reporting sex offenders. All guests will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the shuttle or admitted as guests.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through the sharing of factual and personal information. For this to be effective, every guest must be able to trust that every staff member and volunteer holds confidential the shared information.

Therefore, the City and Operator staff will keep strict confidentiality practices as written in the Confidentiality Policy. These practices include:

Fact of Participation: The fact that an individual is or has been a participant in the CMBS should not be disclosed except as may be specifically defined.

Inquiries by visit, telephone or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

Disclosure to Other Agencies: Disclosure of guest information to other social service agencies, whether on a referral to or from the agency, generally may be permitted only with the person's written consent. Information is to be withheld where enjoined by law and whereby contract the Operator has agreed to maintain the confidentiality of guest records (as under the Privacy Act.) Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the participant.

Information to the Guest: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain information, not counselor notes and observations. Information provided by other agencies should not be shared.

Law Enforcement Agencies: All requests for information regarding guests originating from law enforcement agents should be referred to the Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on guest confidentiality (as stated in the Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a guest in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption of the program at the facility.

Written Consent: If there is any doubt as to whether guest information should be disclosed, the consent of the guest should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

Abuse Reporting: The Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence, and elder abuse. Staff will report any suspicion or evidence of child abuse or vulnerable adult abuse according to the law's requirements. All staff persons at the shelter will be mandatory reporters. An incident report will also be completed and submitted to the

Program Manager and any higher-level staff as needed. All staff will be trained at time of hire to spot signs of abuse and to properly document and report it. Training will be repeated annually.

Harm to Self or Others: If a guest at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

2. Database Confidentiality Policies

Only trained Intake staff, Housing Navigators, and management staff will be authorized to access the HMIS Database. Each staff member will have a separate password for entry. Staff are only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Operator's IT department should have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All guests will be informed that when the law requires management to disclose guest-related information, such as to prevent danger to self or others, or to report child and elderly/vulnerable adult abuse, staff will do so.

S. Grievance Policies

The Operator shall implement a culture of transparency, and in the spirit of fair and honest communication, the following policies and procedures have been written to ensure that guests can be heard and have a voice in the shelter community.

To ensure that guests know they have a voice, these policies, procedures, and documents will be kept in a common area reachable by guests at any time, and that every shelter has within its spaces signage or posters that remind guests that their voices are important, and that if they have a complaint or grievance, they can be heard in a timely and respectful manner. These flyers will also note the location of these documents, which will be kept in an organized binder at the front service desk of every site. Furthermore, the Regional Director will be responsible for receiving and responding to formal grievances. If the Regional Director is not available, the Program Manager may assist in forwarding the grievance to the next level supervisor.

If one of the following procedures or policies requires a working phone number, email or mailing address, the Operator will encourage someone without these options to call the

manager or director of the program for updates. If a guest would like to file a grievance or appeal with the program but is no longer enrolled in the program, they would be able to receive a grievance form either via email, or by emailing the regional manager or director. A third party or appointed advocate may assist the guest in requesting this form.

To address issues or problems as quickly and as efficiently as possible, it may not always be necessary to file a formal grievance. For less pressing matters or for issues that can be addressed swiftly guests will be encouraged to file an informal complaint instead of a formal grievance. This is because the formal grievance would likely take longer to address and will require additional levels of investigation before an official resolution can be reached.

Copies of informal complaints and formal grievances will be kept in each guest's casefile, and a copy may be requested at any time by the guest that made the complaint. Complaints and Grievances will be kept confidential as any other document in the guest's casefile and not shared with any other guest in the program or any other person outside City or Operator's staff unless subpoenaed by a court of law.

Informal Complaints:
An informal complaint is done through discussion and should always be attempted before moving into the formal complaint process.

Step 1: An informal complaint can be filed by submitting a Request for Consideration Form to the guest's Housing Navigator, Site Lead, or Program Manager (who was not mentioned in the complaint). The on-site Suggestion Box is also available if they wish to make an anonymous suggestion. The Suggestion Box will be checked as often as possible, and no less than once per week. If the guest includes their name in the complaint, a copy may be saved in their casefile.

Step 2: The Housing Navigator, Site Lead, or Program Manager (who was not mentioned in the complaint) will arrange an informal meeting if one is necessary, to discuss the guest's concern. They will identify a private location and provide adequate time to discuss and explore the issues raised and work to identify possible solutions.

Step 3: If the matter has not been resolved satisfactorily through informal discussions, the guest may raise a formal complaint under the formal grievance procedure.

Formal Grievances:
A program participant can file a grievance to dispute any action or inaction within 48 hours. Staff will make every effort to investigate and make a decision within 10 days.

The grievance procedure does not suspend the rules or consequences established in the Shelter Expectations.

Guests have the right to file a grievance without fear of harmful repercussions from staff. The guest also has the right to request a third party to assist them through the grievance process. If they choose to have a third-party present for the grievance, the guest must file a signed release of information prior to their involvement.

Step 1: If you wish to file a grievance, you may obtain a Grievance Form from any program staff member. They are also located within the grievance binder. Grievances should be written clearly and include the names of all parties involved, a detailed account of the problem and requested action to be taken. Any staff member may assist you if you need assistance in completing the form.

Formal grievance forms should be submitted to the Regional Director. If necessary, the guest may also submit the Grievance Form to the Program Manager to assist them in forwarding it to the Regional Director.

Step 2: The Regional Director will confirm their receipt of any grievance within three business days. They will then make every effort to resolve the conflict or concern with the guest and parties involved within 5 days. This will include an opportunity for the guest to discuss their concern, during a face-to-face meeting with the Regional Director. If the Regional Director is unable to resolve the concern, they will submit the Grievance to their Director.

Step 3: The Director will review grievances submitted and investigate the complaint and may acquire all documentation and interview involved parties, as necessary.

Step 4: The person filing the grievance may appeal the decision by writing to the Chief Program Officer (or the Chief Operations Officer if the Chief Program Officer made the prior grievance determination) within 10 days of receiving the written decision. The Operator Officer receiving the appeal shall issue a written decision in response to the appeal no later than 10 days after its filing.

Step 5: A guest may also be a County-level Grievance Appeal Process that may be filed after the Grievance and appeals process is completed. Information regarding this step will be kept in the Grievance Binder at the Front Desk of every program.

Section III: Staffing and Management Plan

A. Staff Policies

1. Hiring Policy

The Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices. All staff positions and newly hired staff will be approved by the Program Manager and Directors and will be thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process. The first interview will be conducted in accordance with Operator's typical hiring process. If deemed eligible, the applicant will conduct a second interview to include the City's Neighborhood Improvement Manager or their designee.

3. Acceptance Procedure

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with guests will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant must successfully complete all screening requirements before they will be able to begin working directly with guests.

Upon hire, the new employee will sign a job agreement form and will be provided with a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and guests. Training places a heavy emphasis on appropriate conduct between staff and guests and will be expected to adhere to these

practices when interacting with guests. Program Managers complete a lengthier program-specific orientation process.

4. Staffing Policies for Safe Humane Environment

The CMBS will be staffed to provide the safest, most dignified environment for all guests. All staff will be easily identifiable and will be required to wear Operator-Approved shirts, as well as name tags while on site. Staffing will be scheduled to optimize safety of staff, volunteers, and guests and to provide optimal coverage during hours of high volume. Initially, some positions described below may be fully or partially filled by existing Operator staff and/or City staff and may not be included in the staff chart provided.

All Shelter operations and staff will be supervised by the Operator's Program Manager of CMBS and Services. The Manager will be a full-time, salaried position with an associate's degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations. The Program Manager will be responsible for coordinating program services for the CMBS. Primary responsibilities include supervising support staff. This position may require the transportation of supplies. This position will report directly to the Operator's executive management.

The Operator's Site Leader will be responsible for overseeing services and activities in the CMBS Program. They will oversee all shelter activities including logistics, security, janitorial, and transportation. They will assist with guest intake, oversee distribution of services, and assist in coordination of volunteers and supportive services. They will provide support to staff during designated shifts and will assign tasks, oversee administrative duties that support program services. The Site Leader reports directly to the Operator's Program Manager, reporting any staff or shelter issues as needed. They will be responsible for coordinating bed reservations, scheduling, and assisting with guest intakes, and conveying information regarding bed availability for the CMBS Program. They will be responsible for managing the guest reservation process and ensuring that relevant HMIS data is conveyed to City staff.

The Operator's Logistics Staff will be responsible for providing supportive services and logistical support to the CMBS during designated shifts. This position will require a flexible work schedule including weekend, morning, evening, and holiday shifts to provide optimal coverage during Shelter hours. This position will report directly to the Operator's Program Manager. This position will assist with shelter setup and maintenance, general cleanliness, and safety of facility, assisting and receiving orders from vendors, posting and updating signs and service calendars, and more as needed.

The Operator's Volunteer Coordinator/ Concierge will be responsible for coordinating volunteer services for the CMBS and provides support for the CMBS. The volunteer coordinator will work directly with volunteers, conduct orientation training and provide support to volunteers at the shelter. In the CMBS, the Volunteer Coordinator/ Concierge's role will be to recruit and encourage participation by outside service providers, maintain service provider room reservation schedules and ensure the day-to-day operational functions of the CMBS.

The Operator's Kitchen Staff/Cook will be responsible for assisting the kitchen Operator with the preparation and meals for the CMBS and the general upkeep of the kitchen and dining area. They ensure that food preparation areas, cooking surfaces, and utensils are cleaned using the strictest standards, and verify that prepared food meets requirements for quality and quantity.

The Operator's Overnight Logistics position may be a full-time or part-time position that covers overnight shifts at the CMBS Program. They resolve conflicts and file incident reports as necessary, report violations and general events in the daily log. They also oversee the cleaning crew and conduct routine property checks. The Overnight Coordinator provides general support for guests, ensuring their safety during the night.

CMBS Volunteers will assist with daily ongoing operations of the shelter as needed and will sign up for specific duties through the Shelter and Kitchen Operators. Volunteers will be needed 7 days per week to help between the hours of 8:00 a.m. and 8:00 p.m. Volunteers will be assisting with set- up, clean-up, preparing and serving meals, intake, laundry, daytime activities, reservation calls, administrative duties, donations, and other duties as assigned.

Volunteers will be assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable, and that staff treat them as a vital component of shelter operations.

All the positions requirements and descriptions will be available in the Operator's Human Resources Department and will also be made readily available to all staff. Please see attached job descriptions.

Staffing levels at the CMBS are intended to be filled as agreed upon in the executed Operator Agreement.

B. Policies for Staff Training

All CMBS staff will be trained when hired in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and is provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided de-escalation and sensitivity training to better equip them to work with homeless guests, and those in crisis.

1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting
CMBS staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and guests will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference.
Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution
The Operator will have a required training program in prevention of child abuse, vulnerable adult abuse, child abuse reporting, and sexual harassment. Each staff member will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

CMBS staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in the staff file.

3. Appropriate Behavior for Dignity and Respect
Operations, program, administrative and management staff will be trained in a Strengths Based Perspective model of guest care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to guests who have had

difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with guests and potential guests. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

4. Communication

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be done at least monthly and additionally, if deemed necessary.

5. Resources and Referrals

City and Operator staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect guests to the Coordinated Entry System, as a system designated entry point. Staff representatives will attend the Homeless Provider Forum, Case Management Forum, and Implementation Committees for the Ten-Year Plan to End Homelessness in Orange County. Resource lists will be updated monthly and kept on-site. Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

6. Mental Health and Addiction Skills

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be done at time of hire and annually, or as necessary. Guest speakers present workshops on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will not be a requirement to stay in the shelter or participate in services, guests will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteers, and other guests. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

7. Self-Care
Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of a large-scale CMBS Program. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources department.

8. Annual Staff Evaluation and Training Plan
All staff will be evaluated by their direct supervisor 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training
Attendance of and participation in staff training will be recorded in each staff file by the Operator. Training required by all staff members will also be recorded in the Human Resources file to ensure each member's knowledge and information will be up to date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks
The Operator's Volunteer Coordinator will actively recruit through a variety of sources, including schools, church groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events to increase the number of volunteers that serve at the CMBS Program.

Individuals, as well as groups, will be invited to volunteer at the shelter. It is recommended that children 13 and older be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty and required to sign a liability waiver.

Regarding meal provision, all volunteers interested in providing meals to shelter guests will have their applications forwarded to the Kitchen Operator. The Volunteer Coordinator will

be responsible for holding orientations with meal volunteers regarding ServSafe food handling procedures, OCHCA rules regarding meal provision at the shelter and calendaring all volunteer meals with the City's Shelter Supervisor. This meal calendar will be provided 30 days in advance to allow the CMBS adequate time to work with Kitchen Operator and ensure that projected volunteer meals are substituted for regular meals in the upcoming month.

2. Orientation and Training

The Operator may include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation, and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with guests, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter.

Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm the volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities.

The volunteer code of ethics must include the following:

- Each volunteer Must Maintain a Firm Commitment to Professional Conduct: Volunteers of the CMBS will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with CMBS staff or guests.
- Limiting Relationships with Guests: Volunteers will be prohibited from developing dual relationships with any guests they meet through their volunteer involvement at the CMBS Program. Examples of dual relationships include (but will be not limited to) a volunteer entering a business, romantic, or sexual relationship with a guest. Soliciting guests for their business will be strictly prohibited. Volunteers will not be allowed to be named as having authority to make decisions for a guest under any type of power of attorney or other legal procedure.
- Food and Other Substances: Volunteers will not consume any food items or drinks supplied by the CMBS while volunteering. Food and drinks will be purchased solely for the consumption of the homeless guests. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.
- Discrimination: Volunteers will not discriminate against any guest. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.
- Volunteer Boundaries: Volunteers will not be permitted to loan or give money to guests, should not meet with guests outside of the CMBS without permission from program staff and will be not allowed to drive guests in their vehicles.
- Commitment: The CMBS will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.
- Identifiable Lines of Authority: Volunteers will be informed of identifiable lines of authority in their Application Packet. Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided with a name tag identifying them as such.

3. Descriptions of Volunteer Tasks

Volunteers will be needed seven (7) days per week to help both in the evening, up to eight (8) volunteers (5-8p.m.), morning hours up to four (4) volunteer (5-10 a.m.) and mid-day hours up to 10 volunteers (11 a.m.-4 p.m.).

The Operator's Volunteer Coordinator and Kitchen Operator will ensure all volunteers will be provided with a task and description of any duties they might perform. Tasks and duties include, but will be not limited to:

1. Assisting the Intake Specialist in registering and signing in guests at time of entry
2. Setting up and breaking down tables for dinners and breakfasts
3. Distributing donations and hygiene items
4. Organizing and setting up donations of clothing
5. Helping direct lines to donations and food
6. Serving meals, setting up snacks and drinks for guests
7. Organizing play hour and activities for children and families

D. Fund Development Strategies

Funding to support the annual operational shelter should consider a diverse stream of funding from federal and local public resources, private donations and foundation support, in-kind donations.

Section V: Attachments

A. Job Descriptions

B. Shelter Guest Rules

C. Volunteer Policies

Attachment A – Job Descriptions

Program Management and Development - Job Description

Goal: Oversee the development and implementation of all program services for our CMBS to ensure quality delivery of services.

- Maintain performance of existing shelter services
- Oversee the scheduling and coordination of all Shelter Sites
- Ensure strong communication between Staff and Partner agencies
- Oversee coordination of shelter activities and distribution of services
- Provide monthly reports to the Operations Director
- Develop new partnerships with other agencies in order to enhance our current services
- Oversee implementation of new services
- Implement new services/year-round, permanent facility
- Manage Budget
- Oversee Purchases, Vendor Bids and MOU's

<u>Staff Management</u>

Goal: Manage Identified Staff facilitating optimal performance.

- Manage and supervise Shelter Program Managers
- Assist in various aspects of staff's duties
- Provide support and guidance when necessary
- Provide support for crisis/conflict intervention
- Coordinate trainings and orientations when needed
- Conduct Meetings monthly
- Meet with identified staff individually when necessary
- Review and evaluate performances
- Conduct midyear and annual review

<u>Outreach Services</u>

Goal: Provide leadership in critical support in the development and implementation of Outreach
Services

- Brainstorm, research and assist in the development our outreach strategy
- Oversee implementation of our outreach services including coordination with the City of Costa Mesa NHS
- Assist with incoming calls when necessary

Community Relations

Goal: Positively advance agencies' reputation in the broader community.

- Maintain active involvement with neighbors and program partners
- Maintain active involvement with community service organizations

Miscellaneous

- Provide creative input to the Executive and Operations Directors
- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Program Manager - Job Description

Introduction

The Program Manager is responsible for coordinating program services for the CMBS. This position requires dependability, responsibility, organizational skills, and strong written and verbal communication skills. Primary responsibilities include program management, program development, outreach, and community relations and reports to the Operator's executive management. This position includes supervising support staff and requires a flexible schedule (weekend, morning, evening, and holiday shifts). This position may require the transportation of supplies. Fluency in Spanish is a significant value.

Qualifications

Associate's degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addictions issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional, and safe environment while on duty; and establish and maintain effective working relationships with others. A valid CA driver's license, proof of insurance and reliable vehicle is required.

CMBS Program

Goal: Ensure the Shelter runs smoothly and that it maintains accurate data and strong communication with community partners.

- Oversee Guest Services
- Coordinate calendar and services provided by partner agencies
- Support all aspects of operations including direct guest services when necessary
- Oversee the collection and distribution of donations
- Assist with monitoring facility security and maintenance
- Ensure enforcement of our good neighbor policies
- Assist with securing necessary resources
- Oversee collection, input and distribution of intakes / summary sheets / reports
- Provide support with community resources and referrals
- Develop new partnerships with other agencies in order to enhance our current services
- Manage program budget
- Facilitate Resident Advisory Council and Partnership Meetings.

Management

Goal: Manage Identified Program Staff, Interns and Volunteers facilitating optimal performance.

- Manage and supervise support staff in all of their duties
- Assist in various aspects of staff's duties

Site Leader - Job Description

Introduction

The Shelter Site Leader is responsible for overseeing services and activities at the CMBS Program. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; maintain a positive, professional, and safe environment while on duty; and establish and maintain effective working relationships with others This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to the Program Manager. Fluency in Spanish is a significant value.

Qualifications

Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional, and safe environment while on duty; and establish and maintain effective working relationships with others. An Associate's degree is preferred but not required.

Shelter

- Assist in the implementation of all shelter activities to ensure quality delivery of services.
- Oversee all shelter activities including logistics and guest intakes
- Oversee distribution of services and all program services while on duty
- Assist in the coordination of volunteers and support services
- Oversee the organization of supplies and facilities needs

Management

Goal: Support Identified Program Staff facilitating optimal performance.

- Support shelter staff during designated shifts
- Assist in various aspects of staff’s duties
- Assist in coordinating and managing special group events and holiday events
- Provide crisis/conflict intervention
- Communicate any staff or shelter issues to the Program Manager.

Administration

Goal: Oversee administrative duties that support program services.

- Coordinate supply and service needs
- Assist with securing necessary resources

- Assist with record keeping and reporting

Miscellaneous

- Attend staff meetings and training workshops as needed
- Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor

Safety Coordinator – Job Description

Introduction

The Safety Coordinator is responsible for providing supportive services and logistical support to the Shelter during designated shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to the Shelter Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value. The ability to demonstrate personal integrity is a must.

Qualifications

This person must possess a high level of patience, tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; Ability to complete job duties that are guest focused, trauma informed, and housing focused. The ability to direct and professionally control crowds while preserving their right to personal dignity; Ability to work in synch with licensed 3rd-party security officer team

Shelter Support

Goal: Ensure a safe and guest focused environment for guests to quickly end their homelessness.

- Assist in the implementation of shelter activities to ensure quality, guest focused, and trauma informed delivery of services.
- Encourage and discuss progress toward housing with shelter guests
- Assist with shelter setup and maintenance
- Assist with general cleanliness and safety of facility including emptying trash cans and cleanup
- Assist with receiving and verifying orders from vendors, completing tally sheets
- Assist in the organization of supplies and facilities needs
- Maintain a safe and functional shelter facility by providing traffic control and gate service
- Perform basic searches of persons or their property
- Demonstrate responsibility during perimeter checks and fire watch duties
- Provide guest engagement support to drivers during shuttle service ride-alongs

Administration

Goal: Oversee administrative duties that support program services.

- Assist with keeping detailed daily summary sheets
- Assist with record keeping and reporting
- Assist with keeping perimeter check logs and fire watch duties

Miscellaneous

- Assist with guest services and program activities if necessary
- Complete ad hoc projects as appointed by Supervisor
- Assist in coordinating and managing on-site volunteers
- Assist in coordinating and managing special group events and holiday events
- Provide crisis/conflict intervention
- Coordinate trainings and orientations when needed
- Conduct 90-day, midyear, and annual reviews.

Logistics (Kitchen Staff) - Job Description

Introduction

This position is responsible for assisting with the preparation of meals for the CMBS and the general upkeep of the kitchen and dining area. This position reports directly to the Kitchen Operator during scheduled shifts. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications

High school graduate or equivalent education is preferred. Preference is given to persons with education in quantity cooking; Minimum one (1) year food service experience is desired. Have general knowledge of quantity food preparation and portioned serving. Must have verbal and writing abilities necessary to communicate and work effectively with various levels of staff and residents. Must have a willingness to perform routine and repetitive tasks with frequent interruptions and have an awareness of the requirement for careful handling and the economy of serving. Ability to read, understand, and follow recipe directions.

Food Services

- Maintain sanitation, health, and safety standards in work areas.
- Clean food preparation areas, cooking surfaces, and utensils.
- Assist with general cleanliness and safety of kitchen and dining area
- Follow defined safety codes while performing all duties.
- Read recipes or receive verbal instructions as to food required by the food coordinator and prepare and cook food according to instructions.
- Verify that prepared food meets requirements for quality and quantity.
- Assist with receiving and verifying orders from vendors, completing tally sheets
- Measure ingredients required for specific food items being prepared.
- Wash, cut, and prepare foods designated for cooking.
- Clean, stock, and restock workstations.
- Prepare, season, cook and serve for assigned meal; ensure appropriate portion servings according to portion control standards.
- Taste and smell prepared food to determine quality and palatability.
- Monitor temperature of hot and cold foods through food preparation and service to ensure that established temperature goals are met prior to steam table transfer and maintained throughout

- Be knowledgeable of Federal, State, and facility's rules, regulations, policies, and procedures.

Miscellaneous

- Attend Staff Meetings and educational programs.
- Complete ad hoc projects as appointed by Supervisor

Overnight Logistics - Job Description

Introduction

The Overnight Coordinator covers overnight shifts at the CMBS Program. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. The position's primary responsibilities include security and program support. This position would include overnight shifts including weekends and holidays. The Overnight Coordinator reports directly to the Operator's Program Manager.

Qualifications

Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional, and safe environment while on duty; and establish and maintain effective working relationships with others.

Security

Goal: Maintain safety and serenity of residents protecting against external and internal disruptions.

- Provide staff presence during assigned shifts
- Resolve any conflicts and file incident reports when necessary
- Report violations and general events in daily log
- Provide necessary emergency support / follow emergency procedures
- Oversee cleaning crew
- Conduct property checks
- Communicate potential concerns with Security Staff to ensure staff and guest safety.

Program

Goal: Assist Program Manager with program functions and activities.

- Provide general support for guests
- Observe and report concerns
- Provide support for on-site volunteers
- Supervise evening and morning activities
- Organize morning coffee and food

Attachment B – CMBS Guest Expectations

Guest Expectations

Welcome to the CMBS. We hope your stay with us allows you to begin your path to ending your homelessness. To ensure that all guests are able to comfortably work toward that goal, the following expectations need to be followed while on the shelter property, on any program shuttle, as well as the immediate vicinity of the shelter or drop-off location.

All guests are asked to read and initial each of the following sections as an acknowledgement that they understand what is expected of them while enrolled in the program:

1. Demonstrate responsibility for yourself, your actions, and your housing plan. _____

2. Guests are expected to actively work their housing plan. By signing these expectations, you understand that you are not guaranteed housing by enrolling in this program, and that your continued enrollment is contingent on the work you complete with your Housing Navigator. The goal is to get you connected to housing resources as quickly as possible. You will be expected to meet regularly with your Housing Navigator at scheduled times to discuss your housing plans. Part of your Housing Plan will be for you to identify tasks that you need to complete in order to achieve your goal of securing housing. Your progress toward this goal will be reviewed at 30-day increments, with formal extension requests required after 6 months. _____

3. Follow all health and safety policies. These policies include, but are not limited to:

- When a new guest enters the program, they are required to shower and submit any clothing/bedding items to be laundered or heat treated. _____
- Guests are expected to maintain their hygiene (including changing into clean clothes when possible), laundry once a week and showering at least twice a week. _____

- Due to COVID-19, all guests are expected to wear masks if observed having any symptoms of illness and must agree to temperature checks if asked. Social distancing protocols may also be enforced that all guests must follow. _____

- Every guest will be assigned a laundry day. Guests will be expected to bag their dirty clothes and bundle their bedding on this day to help streamline laundry services. Laundry should be submitted to staff for cleaning by 9:00 AM on this day. _____

- Guests are expected to maintain the safety of the sleeping area by straightening their beds when not in use. Personal items at the bed must be able to fit in the supplied indoor storage. In addition, each guest will be permitted to keep 1-2 pairs of shoes under the bed. No additional personal items may be kept behind, under or in the aisles next to your bed. No barriers of any kind may be raised without explicit permission from the management team. Water is allowed in the dorms but no open or perishable food or other liquid drinks may be brought to the bed area at any time. _____

- All prescription medication must be recorded with Staff at Intake and stored in your indoor bin in its original labeled container. Pills or medication NOT matching the original labeled container may be confiscated. No marijuana will be allowed beyond the security check point at any time. Medical marijuana may only be stored in your outdoor bin with a valid Medicinal Use Card and must be 8 oz. or less. _____

- Every guest is supplied two indoor under-the-bed bins (or equivalent) and one outdoor bin. Outdoor bins are accessible only during the designated and posted times. Trash and recycling may not be brought onto the property. Guests may only use the bins that were assigned to them by staff. All bins must be able to properly close and latch, and they should be placed on top of the beds when the bed is not in use so staff can sweep and mop underneath. _____

4. The CMBS cannot be used as a mailing address for guest mail. Any mail that is delivered to the site for guests will be sent back to the post office as “Return to Sender.” It is the responsibility of the guest to set up a mailing address at a different address, if needed. _____

5. For your comfort and safety, all guests are expected to abstain from behavior that is disruptive and unacceptable to others. Examples include verbal harassment, physical harassment, excessive profanity, possessing weapons (or items that may be perceived as weapons) or contraband, drug dealing, drug/alcohol use, theft, etc. Additional examples of items considered contraband can be made available upon request. Serious offenses include but are not limited to: possession of weapons or hard narcotics, use of racial slurs, sexual harassment including nudity or obscene/sexual behavior, setting fires, threats or violent behavior, and any other inappropriate physical contact. Serious violations may result in an immediate exit from the shelter. If you are asked to leave, you must leave without incident in order to be eligible for a return to the program in the future. If a driver is available, you may be transported to an approved drop off location if it is deemed by management as safe to do so. _____

6. If a guest's behavior is extremely disruptive and staff or security asks you to step outside or remove yourself from an area so you may calm down, you are expected to comply with this request. This is for your benefit, and you may be able to rejoin the group when your behavior is no longer a disruption to the other shelter guests. _____

7. Guests are expected to return each night before the posted curfew unless allowed special consideration by management (ex: for work or school). Guests are not allowed to miss two consecutive nights or more than 2 nights in any calendar month without clearing the absence with their Housing Navigator. Guests are expected to sign-in daily, and may not sign or hold beds for others. The program manager may grant excused nights out of the shelter upon request if deemed necessary and appropriate. _____

8. Photo ID's are required of all registered guests for safety purposes. If you do not have a California State ID the staff will assist you in acquiring an ID within the first few days after enrollment. The Operator may take photos and thumbprints to produce program ID's for guests if necessary. By entering this program, you give your consent to this. A photo ID of some sort is also required to receive a bath towel and is also used when waiting in the dinner line (a loaner ID may be created for you in the interim if you do not yet have one). _____

9. Out of respect for, and to protect the privacy of our staff and guests, no audio/video-recording or taking of photos is permitted on premises, except by the expressed permission from Management _____

10. For your safety, this site may incorporate closed-circuit surveillance cameras as part of its security system. There are no cameras installed in any restrooms or showers. Any footage captured is used only for safety and security purposes and may be shared with law enforcement as part of an active investigation. No footage will be shared with the general public. _____

11. Smoking and vaping are permitted in the designated outdoor smoking area only. No drugs, paraphernalia, alcohol, or marijuana (recreational or medicinal) will be permitted in or around the shelter. Anything containing THC (with or without a prescription) will not be allowed. _____

12. Attend resident meetings and contribute to the community. _____

13. All guests are expected to be Good Neighbors of the community in which they are served and have an obligation to comply with all state and local laws and ordinances and behave in a courteous manner at all times, including while traveling to and from the property. Complaints from residents, business owners, or public officials may result in expulsion from Operator Programs. _____

14. In order to remain Good Neighbors, all guests are expected to use the provided shuttles for transportation on to and off of the property, unless they have a personal vehicle or utilize a rideshare/taxi service. We practice a strict no-walk-up/no-bike-up policy. Guests are expected to remain on the property at all times unless when leaving for the day. Violation of this expectation may result in an immediate exit. _____

15. Guest vehicles may be parked on shelter property at the owner's risk and liability, in designated areas once the vehicle is registered with the program. A valid license, registration, and insurance are required in the name of the guest. RVs (Recreational Vehicles) are not permitted on-site. Guests with bicycles must use the bicycle racks on the shuttle buses and allow Operator drivers to secure them on the rack. Guests are only allowed one bike per person and are not allowed to store spare bike parts unless they fit in the outdoor bin. All bicycles brought onto the property must be registered and photographed. All vehicles, including bicycles, must be operable. Abandoned or inoperable vehicles will be subject to tow at the owner's expense. _____

16. Several areas on site are restricted to staff and security only. Guests are not allowed to enter any areas other than the common areas, dorms and restrooms without appointment or explicit permission from the management team. If signage is posted designating an area as "Staff Only," guests are expected to respect the boundary. _____

17. There may be areas specific to men, and areas specific to women. Please respect the privacy of others. Guests are not allowed to enter any sleeping area other than the one they were assigned at intake. _____

18. Guests are expected to respect the rest and sleep of their neighbors. When lights are off, indoor voices should be used to limit distractions and not disturb their rest. Likewise, guests are not allowed to use bright lights or play music/watch videos with sound in the dorms after lights out. _____

19. Although we respect everyone's right to privacy, we reserve the right to pat down and search all persons as a precaution against any potential security risks. Guests will be informed of items not allowed at the shelter. If those items are found on site, they may be

confiscated and destroyed. Guests must agree to be searched any time they access their outside bins, bikes, vehicles, or any area deemed “unsearched.” _____

20. Approved pets, Service Animals and ESAs must be registered and cleared ahead of time with program management. Guests are limited to no-more-than one animal (with the possible exception of service animals), and the animal must be present with the guest at the time of intake. All pet owners must agree to and follow the guidelines provided in the Animal Expectations, which is a separate document that will be given upon entry of the animal into the shelter. _____

21. Neither Operator nor any of its vendors are in any way responsible or liable for lost, stolen, or damaged items that guests bring onto the premises. Guests are encouraged to keep valuable items close and guarded and are asked to turn in any found items to the front desk. We recommend that those who use the supplied charging stations have their electronics clearly marked or customized for easy identification. _____

22. Cash is never to be given to Staff, Volunteers, or Interns at ANY time. _____

23. It is our desire to never deny shelter or services to our guests, however, in the case that behavior becomes a health or safety risk, Shelter Management can expel or prevent any guests from staying at the shelter. Any conflicts between guests should be brought to the attention of the staff immediately. _____

24. Any guests who exit will have 7 days (one week) to pick up any items left on-site before they are discarded. Guests must call and speak to a site leader or program manager to schedule a pickup. _____

25. We wish to keep open communication between the Operator and our guests. Each shelter has a grievance binder at the front desk which contains our Grievance Policies and forms. We ask that any issues be brought to our attention first through informal processes, so that we can address them quickly as they occur. For this reason, every site also has a suggestion box for you to leave comments or complaints. If any part of the program, staff or services is lacking, please do not hesitate to notify management immediately by speaking to the on-duty site leader or manager. If appropriate, you may also choose to complete a “Request for Consideration” form, to describe issues that you would like to see resolved. If after speaking to staff and completing a “Request for Consideration” form, you feel the matter has not been resolved, you will find a copy of the formal Grievance Form in this binder. _____

26. Any guest that does not follow these expectations is jeopardizing their ability to accomplish their housing plan and may be exited from the shelter. Because everyone can make a mistake, when an expectation is not met the staff will clarify any misunderstanding of the expectation and discuss ways that each guest can avoid further violations. If the violations continue, staff will meet with the guest to create an action plan in support of the guest getting back on-track with their housing goals and meeting the program expectations. Guests who have five action plans and continue to violate these expectations will be exited from the shelter. Likewise, if a guest receives three action plans for the same violation and continues the same behavior, they may be exited from the program as well. _____

As a result of initialing these expectations and signing this form, I understand that expectations, health, and safety policies may change as necessary and that I will be informed of these changes, and I am required to abide by any amended policies.

I have read the above and agree to follow the Shelter Expectations.

Name (please print): _____

Signature: _____

Date: _____

Attachment C – CMBS Volunteer Policies

CMBS Volunteer Policies

1. Professional Conduct

Volunteers of the Bridge Shelter are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Emergency Shelter staff or guests.

2. Relationships with Guests

Volunteers are prohibited from developing dual relationships with any guests they meet through their volunteer involvement at the Emergency Shelter. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a guest. Soliciting guests for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a guest under any type of power of attorney or other legal procedure.

3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter while volunteering. Food and drinks are purchased solely for the consumption of the homeless guests. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. Discrimination

Volunteers will not discriminate against any guest. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to guests, should not meet with guests outside of the Emergency Shelter without permission from program staff, and are not allowed to drive guests in their vehicles.

6. Commitment

The Emergency Shelter is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

Costa Mesa CMBS Volunteer Description

Purpose:

The Operator is looking for volunteers to assist at the Costa Mesa CMBS. The purpose of the Costa Mesa CMBS is to provide safe emergency shelter for adult men and women in the City of Costa Mesa. Volunteers Reports to the on-Site Volunteer Associate, Site Leader, and Program Manager.

Volunteers must be willing to do all the following tasks, including:

1. Greet Guests – Check in
2. Assist with serving meals (breakfast, lunch, and dinner)
3. Set out snacks and drinks

a. Prepare Coffee

b. Prepare Cold Drinks

4. Guest Bin Check Outs

a. Must be able to lift 30lbs

5. Light cleaning – wiping down tables, sweeping, taking out trash
6. Organize and distribute donations

Time Commitment:

Volunteers are needed 7 days per week. We ask that volunteers make a weekly commitment, if possible. We offer 3- & 4-hour shifts. We ask that volunteers who sign up serve the entire shift.

Shift Times:

- First Shift: 5:00am-8:00am: 5 volunteers
- Third Shift: 2:00p.m.-5:00p.m.: 5 volunteers
- Second Shift: 10:00am-2:00p.m.: 5 volunteers
- Fourth Shift: 5:00p.m.-9:00p.m.: 5 volunteers

Skills and Qualifications:

1. Must be very reliable, have good communication skills
2. Must have ability to bend, squat, lift at least 30lbs,
3. Must be willing to volunteer and interact with people who come from different backgrounds, lifestyles and be open to adapting to shelter needs.

Age Restriction:

The minimum age to volunteer at the Costa Mesa CMBS is 13 years old with a parent/guardian who is also signed up to serve on the same shift.

Background Check:

To ensure the safety of our guests, staff and all our volunteers, we require a background check on interested Operator Volunteers. Individuals with a history of violent crimes or sexual offense will not be allowed to participate in any of the Operator Volunteer Programs.

Benefit to Volunteer:

Recommendation letters, human services on-the-job experience, and the knowledge that you have given back to your community and are helping to make your corner of the world a better place.

EXHIBIT D

FEE SCHEDULE

COSTA MESA SHELTER BUDGET - 100 BEDS					
PERSONNEL					
Title	**FTE**	**RATE**	**ANNUAL**	**Monthly Cost**	**Year 1 (12 mo) Cost**
Program Staff					
Program Manager III	0.20	$ 40.53	$ 84,312.22	$ 7,026.02	$ 16,862.44
Program Manager II	1.00	$ 37.00	$ 76,960.00	$ 6,413.33	$ 76,960.00
Program Supervisor I	1.00	$ 30.33	$ 63,086.40	$ 5,257.20	$ 63,086.40
Shuttle Driver	3.00	$ 24.96	$ 51,916.80	$ 4,326.40	$ 155,750.40
Monitor Lead	4.00	$ 22.00	$ 45,760.00	$ 3,813.33	$ 183,040.00
Monitor	18.00	$ 20.02	$ 41,641.60	$ 3,470.13	$ 749,548.80
Admin Assistant I	1.00	$ 21.79	$ 45,323.20	$ 3,776.93	$ 45,323.20
SUB TOTAL					$ 1,290,571.24
BENEFIT & TAXES			25%		$ 322,642.81
TOTAL PERSONNEL COSTS	**28.00**				**$ 1,613,214.06**

OPERATING	**Start - Up Costs**	**Description**	**Monthly Cost**	**Year 1 (12 mo) Cost**
Client Assistance		Direct client /participant assistance including bus passes, Pet Care, diapers, work clothing, birth certificate, etc.	$ 1,800.00	$ 21,600.00
Office Supplies	$ 15,000.00	Office supplies including IT equipment (for Startup - 5 Laptops/4phones)	$ 1,000.00	$ 12,000.00
Client Transportation		Vehicle Lease/Upkeep/Insurance	$ 2,500.00	$ 30,000.00
Program Supplies		Program supplies including Food service supplies, Housekeeping supplies, and First-aid supplies, Linen etc.	$ 3,500.00	$ 42,000.00
Snacks/Beverages		Snacks/beverages - Meals supplied externally	$ 3,000.00	$ 36,000.00
Phone/Communication		Wi-Fi, landlines, communication devices	$ 800.00	$ 9,600.00
Janitorial		Janitorial services	$ 2,000.00	$ 24,000.00
Mainenance/Repair		Supplies for maintenance and cost for professional repairs including appliance repairs	$ 1,200.00	$ 14,400.00
Pest Control		Pest prevention and amelioration	$ 800.00	$ 9,600.00
Insurance		General liability, property, and directors/officers insurance	$ 1,500.00	$ 18,000.00
OPERATING TOTAL	**15,000.00**			**$ 217,200.00**
Subtotal				**$ 1,845,414.06**
Indirect Cost (12%)				**$ 221,449.69**
TOTAL OPERATING COST: MONTHLY AND ANNUAL (YEAR 1, 12 MONTHS)			**$ 172,238.65**	**$ 2,066,863.74**

Daily Rate = 56.63

EXHIBIT E

CITY COUNCIL POLICY 100-5

File #: 26-277 **Meeting Date:** 5/19/2026

TITLE:

UPDATE ON SB 707 AND ADOPT THE COUNCIL POLICY FOR DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS

DEPARTMENT: **CITY MANAGER/CITY CLERK DIVISION**

PRESENTED BY: **BRENDA GREEN, CITY CLERK**

CONTACT INFORMATION: **BRENDA GREEN, CITY CLERK (714) 754-5221**

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the informational update report on Senate Bill (SB) 707.

2. Adopt the Council Policy for Disruption of Telephonic or Internet Service During City Council Meetings.

BACKGROUND:

On October 3, 2025, Governor Newsom signed into law Senate Bill 707 (SB 707), which amends the Brown Act to diversify and increase public engagement during City Council meetings, which applies to Costa Mesa. Some provisions of SB 707 went into effect on January 1, 2026. However, the most significant changes under SB 707 will become effective on July 1, 2026.

SB 707 updates provisions related to teleconferencing, including requirements for remote participation, accessibility, and procedures for addressing disruptions to meeting access for City Council meetings. Among other requirements, SB 707 requires the City Council to adopt a technology disruption policy and to determine what constitutes reasonable efforts for outreach to encourage public participation in City Council meetings, particularly among underrepresented and non-English-speaking communities. These policies must be adopted by July 1, 2026.

ANALYSIS:

Technology Disruption Policy

Among the new requirements under SB 707, City Council meetings must provide hybrid meetings through a two-way telephonic or audiovisual platform. When an audiovisual platform is used, automatic closed captioning is also required. The City has utilized Zoom for its meetings since 2020, which satisfies these requirements, including the provision of closed captioning, which is offered in multiple languages. Staff will continue using Zoom for meetings as this is now mandatory, not

optional.

In addition, SB 707 requires the City to formally adopt a policy, on or before July 1, 2026, that outlines how to restore any hybrid meeting broadcast disruptions that prevent the public from virtually attending and participating in a meeting. The policy must address procedures for responding to disruptions of telephonic or internet service during a meeting and the efforts the City Council will make to restore service.

The statute requires that if a disruption occurs that prevents members of the public from observing or participating in a City Council meeting through the two-way telephonic or audiovisual platform, the City Council must recess the open session for at least one hour and make a good faith effort to restore service. During this time, the City Council may meet in closed session, as permitted by law.

The City Council may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first. If service has not been restored upon reconvening, the City Council must make findings by roll call vote that good faith efforts were made to restore access and that the public interest in continuing the meeting outweighs the public interest in providing remote access. Alternatively, the meeting may be adjourned.

Please note that the public would still be able to view City Council meetings live on CMTV Channel 3, the City's livestream on the website, and the City's YouTube channel; the public may also view and participate in person at the meeting location.

Furthermore, this bill allows City Council or its presiding officer to also remove or limit participation from individuals engaging in disruptive behavior, regardless of whether the individual is attending in-person or via two-way audiovisual or telephonic services. City Council must still provide warning before removal, unless behavior constitutes use of force or true threat of force. This codifies what many agencies had been doing during remote meetings but clarifies the legal authority to do so.

The proposed policy incorporates these requirements and establishes procedures to ensure transparency and continuity of meetings in the event of a technological disruption during a City Council meeting, while maintaining flexibility to respond based on the specific circumstances.

Reasonable Efforts for Outreach

In addition to the above, SB 707 requires City Council to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings. This includes maintaining a system for electronically accepting and fulfilling requests for meeting agendas and documents through email or through an integrated agenda management platform and maintaining an accessible internet webpage dedicated to public meetings that provides information about public meetings and the steps to participate.

Staff currently manage requests through the City Clerk's email at cityclerk@costamesaca.gov <mailto:cityclerk@costamesaca.gov> and by phone at (714) 754-5225. Beginning January 2024, the City Clerk's Office also launched a dedicated webpage for Spanish-speaking constituents, providing information about public meetings and how to participate. The webpage includes staff-published translated Spanish agenda packets, agendas and reports. The following is the link to the webpage: Spanish City Council Agendas <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>. Additionally, all City Council meeting agendas include a general explanation of the

public meeting process, as well as procedures for submitting public comments.

The City's outreach approach includes inviting participation to City Council meetings from media organizations serving the City, including those serving non-English-speaking communities, as well as civic, neighborhood, community-based, civil rights, and good government organizations. Costa Mesa has actively been engaging community groups for several years prior to having this effort mandated.

Language Translation and Interpretation and Public Participation

SB 707 also requires translation of agendas and public meetings information webpage into "applicable languages" based on the most recent American Community Survey (ACS) data of the population served. "Applicable languages" are defined as any language spoken jointly by 20% or more of an applicable population that speaks English less than "very well" according to ACS data. Staff has reviewed and based on the criteria; Costa Mesa meets the 20% threshold required for Spanish.

SB 707 also requires public agencies to reasonably assist any member of the public who wishes to translate a meeting or wishes to receive interpretation provided by another member of the public, so long as the interpretation does not disrupt the meeting. Reasonable assistance may include arranging space for interpreters at the meeting location, allowing extra time during the meeting for interpretation, or ensuring that participants may use personal equipment or reasonably access commercially available interpretation services. Since 2024, the City has provided Spanish interpreters at all City Council meetings. In addition, City Council has allotted five (5) minutes to members of the public providing Spanish-to-English public comments; this is in place of the regular three (3) minutes.

The City is also required to provide a physical location where members of the public may post additional translations of meeting agendas in reasonable proximity to the location where official City Council agendas are posted. Currently, meeting agendas are displayed on locked bulletin boards outside City Hall. The City Clerk has identified an adjacent posting board that will be made available for members of the public to post alternative translated agendas for City Council meetings.

Summary of Teleconferencing Options Under SB 707

SB 707 revises and expands the teleconferencing options available under the Brown Act. Please note the following applies to City Council and the Commissions.

1. Traditional Teleconferencing (Gov. Code section 54953): *No changes*
    - Roll call votes
    - Teleconference locations listed on agenda
    - Agenda posted at each teleconference location
    - Public access and participation available at each location
    - Quorum of Council members participate from within City limits

2. Council Member with Disability (Gov. Code section 54953 (c))

    - Available for Council Members with a qualifying disability as defined by federal and state law.
    - Treated as in person attendance.
    - Roll call vote, remote location listing on agenda, and remote location public accessibility NOT required.

    Two Requirements under this Code

    - Disclosure of others (18+ years old) present with Council Member at remote location prior to voting.
    - Remote participation via audio and visual technology required.
        - "Audio only" participation permissible if: Disability meets federal definition and disability results in a need to participate off camera.

Following are threshold requirements for alternative teleconferencing options 3-4 which are listed below (Gov. Code section 54953.8).

To utilize the Government Code sections 54953.8.1 - 54953.8.3 teleconferencing options, Costa Mesa must meet all the following requirements:

- Minutes list legal basis for each Council Member's remote participation.
- Prior to voting, disclosure of others (18+ years old) present with the Council Member at the remote location.
- Remote participation requires both audio and visual technology.
- Meeting agenda must:
    - Provide details on how members of the public can remotely access and make public comments at the meeting.
    - List one or more physical locations where Council members may attend in person.
    - Identify procedures for addressing requests for accommodation from members of the public with disabilities.
- If telephonic or internet service within City's control is disrupted, no action taken by the Council until service is restored.

3. Emergencies (Gov. Code section 54953.8.2)

    - Teleconference meetings permissible during proclaimed emergencies if all threshold requirements are met in two circumstances:
        - To determine if in-person meeting presents imminent health or safety risk.

- If the majority of Council votes “Yes," to conduct City business.

- Every 45 days, the Council must make the following findings:
  - Reconsider the circumstances of the emergency.
  - Determine the emergency still directly impacts safety of meeting in person.
- During emergency, meeting room, video and live webcasting are optional.

4. “Just Cause” (Gov. Code section 54953.8.3)

- Teleconference meetings permissible using the "Just Cause" option if threshold requirements and all the following are met:
  - A quorum of City Council Members must participate in meeting from one physical location which is: (a) listed on the agenda (b) open to tile public and (c) within City limits.
  - Council Member(s) using "Just Cause" option must notify the Council as early as possible and provide description of the reason for their remote participation.
  - Remote participation must be through both audio and visual technology.

“Just Cause” frequency limits per City Council Member:

- Two meetings per year: councils regularly meeting monthly.
- Five meetings per year: councils meeting twice per month.
- Seven meetings per year: councils meeting three+ per month.

“Just Cause” Qualifying Circumstances:

- Caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or partner.
- Contagious illness.
- Need related to physical or mental condition not subject to the “Disability" teleconferencing option.
- Travel while on official business of the City or another state or local agency.
- Immunocompromised children, parent, grandparent. grandchild, sibling, spouse/ partner.
- A physical or family medical emergency.
- Military service obligations under official orders at least 50 miles outside of City boundaries.

ADA Requirements

Staff has been actively implementing Title II of the Americans with Disabilities Act in accordance with the U.S. Department of Justice regulations, with the original compliance deadline of April 24, 2026. These regulations adopt the Web Content Accessibility Guidelines (WCAG), which establish detailed technical requirements for website content and mobile applications to ensure accessibility for all individuals. Under these standards, all content posted to the City's website, including City Council meeting videos-must be properly structured and tagged to ensure compatibility with screen-reading software for individuals with visual impairments. Additionally, images must include concise and descriptive alternative text to effectively convey visual information. Meeting agendas and minutes must be indexed to allow users to navigate directly to specific sections, and all video content must include closed captioning.

To ensure compliance with SB 707 and WCAG requirements, the City was required to procure new equipment essential for operating CMTV and livestreaming City Council meetings. The existing equipment had exceeded its expected lifecycle by approximately two years and posed a significant risk of failure. Replacement was necessary not only to maintain uninterrupted CMTV operations, but also to support integration with new software required for ADA and SB 707 compliance, including features such as Spanish-language translation for video streaming.

The compliance deadline for the Web Content Accessibility Guidelines (WCAG) has been extended to April 26, 2027; however, the requirements under SB 707 remain in effect as of July 1, 2026.

Social Media

SB 707 removed the sunset date for AB 992' s social media restrictions, and the law will now remain in effect. This law prohibits a majority of the members of a legislative body from using social media platforms to discuss official business among themselves, including making posts, commenting, sharing and even using digital icons known as " emojis." This law also prohibits a member of the legislative body from responding directly to any communication on an internet based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is posted or shared by another member.

Expanded Executive Compensation Reporting

The Brown Act previously required oral reports before taking action on compensation for "local agency executives." SB 707 expands this to include department heads and similar administrative officers. Before taking final action on compensation for executives, department heads, or other similar administrative officers, the legislative body must orally report a summary of the recommendation in open session.

Copies of Brown Act

SB 707 will now require agencies to provide a copy of the Brown Act to any person elected or appointed as a member of the City Council.

ALTERNATIVES:

Adopt the Council Policy Disruption of Telephonic or Internet Service During City Council Meetings with modifications or other direction as provided by Council.

FISCAL REVIEW:

The total project cost for upgrading hardware, support and services through the City's vendor, Triton, and MediaScribe platform totals $97,863.32. Funding is available from the Council Meeting A/V Equipment Replacement project (603-14600-50710-200106-500000).

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

1. Receive and file the informational update report on Senate Bill (SB) 707.

2. Adopt the Council Policy for Disruption of Telephonic or Internet Service During City Council Meetings.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	Page
Disruption of Telephonic or Internet Service During City Council Meetings	000-15	05/19/2026	1 of 3

I. BACKGROUND

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

II. PURPOSE

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the Costa Mesa City Council as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

III. DEFINITIONS

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

IV. APPLICABILITY

This policy applies to all open and public meetings of the Costa Mesa City Council at which remote public participation is offered or required under the Brown Act.

V. PROCEDURES IN THE EVENT OF A SERVICE DISRUPTION

5 Response to Service Disruption

If the Presiding Officer or Clerk becomes aware of a disruption to the agency's

remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The open session meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

5.1 Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

The City Clerk shall document the restoration efforts undertaken.

VI. RECONVENING THE OPEN SESSION

6.1 Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

6.2 If Service is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

6.3 If Service is Not Restored

If service has not been restored after one hour, the Costa Mesa City Council may reconvene and:

1. Adjourn the meeting; or
2. Continue holding the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

   "The City of Costa Mesa has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

VII. RECORDKEEPING

The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section 6.3

VIII. REVIEW AND UPDATES

This policy may be amended by the Costa Mesa City Council at a noticed public meeting in open session, not on the consent calendar.