

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TCCG TECH COAST CONSULTING GROUP, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TCCG TECH COAST CONSULTING GROUP, LLC, a Delaware limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide consulting services in connection with the creation of the City's Economic Development Strategic Plan, 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 Exhibits "A" and "B" 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 the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both 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 B. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

2.2. 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. Consultant shall commence providing services on July 1, 2022 ("Service Commencement Date"). Said services shall be performed in strict compliance with the Project Schedule set forth in Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. 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, 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 one (1) year from the Service Commencement Date, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) 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 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), combined single limits, 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 limits, per occurrence 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:

TCCG Tech Coast Consulting Group, LLC
7545 Irvine Center Drive #200
Irvine, CA 92618
Tel: (949) 280-5492
Attn: Dr. Wallace Walrod

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5088
Attn: Dan Inloes

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 "C" 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. 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. 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. 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.

6.12. 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.

6.13. 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.

6.14. 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 6250 *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 6254.7, 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.

6.15. 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.

6.16. 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.

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

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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.

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

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Daniel Inloes
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Jennifer Le
Economic and Development Services
Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

Scope of Work for Costa Mesa's Economic Development Strategic Plan RFP

Introduction

The City of Costa Mesa, California, is looking for a partner to create the City's first economic development strategic plan. The strategic plan will consist of two main components: the City's strategic vision and the action plan. Costa Mesa's strategic vision document will establish an economic baseline, market context, and a clear vision including overarching economic goals and objectives. The action plan will outline the immediate actions necessary to implement the strategic vision. Both plan components will be based upon quantitative evidence from data portals available to the Consultant and the City and focused analytical studies by the Consultant, as well as qualitative data gathered from community outreach efforts, SWOT analysis, and case studies. Costa Mesa's action plan will provide the means by which programs, projects, and tasks that push the vision and goals of the strategic vision forward can be tracked, measured, and evaluated. While the strategic vision will have a five-to-seven-year outlook, the action plan will focus on the immediate actions that must take place within the next few years.

Project Overview and Objectives

Intent

The City of Costa Mesa serves its residents, businesses, and visitors by promoting a vibrant and prosperous community. To that end, the City of Costa Mesa prioritizes committing the resources necessary to create a responsive economy that nurtures a competitive workforce and generates a thriving economic market that is prosperous and resilient. The successful bidder will articulate a successful strategy and proposal to accomplish this mission and will provide the tools and actions necessary for the City to measure success and deliver on the strategic plan goals that are set.

Purpose: Beyond Just A Return on Investment

While the strategic vision must be designed to increase the City's tax base and expand the economic opportunities of its businesses & residents in an equitable manner, it is also meant to improve the economic vibrancy of all economic enclaves within the City (a map of Costa Mesa's economic enclaves is included at the end of Scope of Work). Its goals, objectives, and policies should prioritize actions that will increase human, social, fiscal, manufacturing, and natural capital. While all tasks, programs, and projects should be aimed at elevating the City's overall brand and attracting new business to the City, a prosperous community is safe, accessible, occupied, transactionally efficient, resilient, sustainable, and engaging to all people. The City is seeking more than GDP growth but a thoughtful plan that responds to market failure, responsibly develops common goods, and responsibly seeks to encourage and incentivize the type of development that will support existing businesses, improve the City's economic resiliency, and seeks growth that has a holistic economic benefit.

Scope of Work

All prospective consultants are required to articulate and address the approach to implementing each phase of the economic development strategic plan. While the City accepts proposals and even encourages proposals that include sub-consultants to assist with some of the required tasks, a primary consulting firm must oversee and coordinate all activities and work products prepared by sub-consultants and ensure deliverables are provided on time and in accordance with the direction of the City. The City has identified eight phases to the development of a strategic plan and action plan:

- | | |
|--|---|
| 1. Economic Context
An Analysis of Costa Mesa | 5. Resource Assessment
Recommendations for resources |
| 2. A Vibrant Strategic Vision
Strategic vision document | 6. Implementation and Assessment Tools
Identify tools/indicators |
| 3. Exploration of Key Economic Studies
Development of key actions/programs | 7. Comprehensive Action Plan List
Costa Mesa-specific action list |
| 4. Economic Best Practices
Development of best practices | 8. Prosperity Action Plan
Draft and final action plan |

Community Mobilization

The City of Costa Mesa is highly sensitive as businesses have recently been impacted by eighteen months of restrictions and limitations due to the COVID-19 pandemic. As COVID-19 restrictions lift and our community turns toward reopening and recovery, companies are mobilizing and have limited time to track or participate in this effort. Thus, the mobilization necessary for developing and implementing this plan will require deference to participants by first being clear, respectful, and engaging and, second, objective and evidence based. Community outreach meetings must be short and efficient. The benefits of this endeavor must be transparent to the businesses that are engaged. Announcements or notifications to businesses must be clear, direct, and visually interesting to garner their attention. As part of the proposal, the City requests a sample of an outreach notification sent for a similar project. Decisions regarding goals, policies, objectives, and actions must be based on unbiased empirical evidence and professionally accepted concepts. All goals, policies, objectives, or prioritized actions must be shown to have a significant economic benefit and ensure community resiliency. For each recommendation, an analysis and justification must be provided.

City of Art's Artist Collaboration

The City requests engaging and dynamic infographics and visuals as a part of the strategic vision and action plan. The City is seeking visuals and information that encapsulate the results of the studies, analysis, and outreach, and indicate a branding for the vision so it is easy to share. Visuals that are informative but effective because they are creative and fun are highly desired. The mediums sharing the vision and action plan should be engaging and should draw in the reader and rely on visuals whenever possible. For this

purpose, the City requests that the Consultant identify a local artist that they would partner with to help produce the visuals for the report. The City will work with the Consultant to help identify the information or visuals that can be used toward branding, marketing, and community buy-in. The City maintains an artist directory online for reference. While your team should budget for this expense and make it a part of your proposal, the artist does not need to be selected prior to the submittal of your proposal; however, the proposal must address how this requirement will be addressed.

Tasks

PHASE 1: Economic Context – An Analysis of Costa Mesa

The Context section is the deep dive into understanding macro and micro economic structures that exist in the City. The Consultant must provide a methodology, which allows data to be processed and contextualized for the City of Costa Mesa.

The Consultant will also review economic development related information, reports, and studies the City has already generated. The Consultant will review in this section other planning documents which affect the economic vitality of the City including but not limited to SCAG's SCS, Costa Mesa's General Plan and Area Plans, Orange Coast College Master Plan, Airport Land Use Plan, OC Fair and Event Center Master Plan, and more.

The Consultant will conduct a demographic, socioeconomic, and psychographic analysis which tracks all age cohorts for the last ten years; looking specifically at income, wealth and credit levels, home ownership, poverty, education levels, commute time, skills, underemployment, and race. The Consultant will prioritize use of 2020 US Census Data. The Consultant will provide the trends and forecasts associated with these datasets and identify potential indicators for implementation metrics in the future.

The Consultant will evaluate the maturity of all industries within the City and determine the top seven industries within Costa Mesa for each of the following: 1) produces the most tax revenue, 2) hires the most people, 3) has the largest number of distinct businesses, and 4) identifies those industries with the most diverse distribution within the various types of uses that support an industry (office, headquarters, research and development, retail, manufacturing).

The Consultant will assess non-residential building stock to identify the distribution of building stock and existing availability for the potential to allow for all levels of a business's life cycle, i.e. incubator space, launch, growth, shake-out, maturity, and re-envisioning. The building stock's productivity will be assessed by looking at the revenue and economic benefit by square foot of each non-residential building in Costa Mesa.

The Consultant will identify potential markets that are currently growing and evaluate the most lucrative market's needs for any growth potential in Costa Mesa. This will include assessing the potential growth within the hospitality and tourism sector, specifically, the number of keys that could be supported within Costa Mesa. This is a detailed market analysis. The Consultant will assess the potential for crucial capital improvement projects that can have a significant economic benefit. The Consultant will meet with staff from the various departments to assess potential projects with high economic development potential.

Community outreach for this effort will be critical. Since there are seven economic enclaves, there will be a minimum of eight onsite community engagement meetings with at least one of those community

engagement meetings conducted in Spanish. There will also be monthly e-meetings with the business community throughout this process that can be used to collaborate with focus groups, gather insights, information, or provide updates. Besides the community outreach mentioned above and internal meetings as needed throughout the project, the consultant should anticipate three public hearings, with additional meetings as necessary. The consultant will be responsible for attending these meetings, providing the staff that can conduct the meeting in Spanish, and providing materials needed for the meeting to City staff prior per an agreed upon schedule.

The Consultant shall provide the data, analysis, and final conclusions for each component outlined above as well as six separate stand-alone reports identified below. Each report shall provide an executive summary meant to be consumed by the public and a detailed report for Costa Mesa's economic development team to review. These reports are listed below.

1. Projections on E-commerce impacts specifically for Costa Mesa

The Consultant will provide insights on e-commerce for the specific markets within Costa Mesa and those markets which are remaining fairly e-commerce resilient. The e-commerce analysis will share what segments are seeing general growth and which ones are witnessing more cannibalism of physical market space. Review the impact of e-commerce and provide a breakdown on which goods and services are seeing strong growth or substantial market share being collected from e-commerce.

2. Contextual Analysis

Identify the roles in supply and demand met by each economic enclave within Costa Mesa and Costa Mesa in general relative to its sub-regional markets, regional markets, national markets, and the international market. This comes with projections or forecasts of how much demand there is for retail, industrial, and specifically what type of housing is in most demand based on jobs.

3. Market & Industry Cluster Analysis

The Industry Cluster Analysis portion of the strategy is intended to identify the economic sectors in which Costa Mesa is currently or is capable of becoming highly competitive at the national and global scale. Following identification of target industries, this portion of the plan should lay out action-oriented strategies for building upon and growing these sectors to create a diverse, sustainable and resilient economy that is sufficient to support the needs of the City and its population. Risks associated with their stability and growth shall be included in this part of the analysis. In addition to identifying industry sectors at the global scale in which Costa Mesa is competitive, a second objective is to identify the local industry clusters or strengths that enable the City to stand out within the region and prescribe strategies for growing and sustaining them.

4. Economic Site Value Index to identify Key Nodes

The City of Costa Mesa has to plan for the development of 11,760 additional housing units as part of its Housing Element. For this to be possible, some non-residentially zoned sites must be rezoned. To ensure that the areas converted to residential are going to provide minimal economic impact to the City, the consultant will evaluate all non-residentially zoned properties based on its current value, future commercial or industrial development potential, its uniqueness in the

development type, and geographic location, and other characteristics the consultants recommend. The Consultant will work with the City to generate an economic value index that will give each property a score. This index will help identify which commercial and industrial properties within the City are the most strategically important or valuable.

5. SWOT Analysis and Competitive Assessment

SWOT analysis to identify significant strengths, weaknesses, opportunities, and threats in the market, particularly as they compare to similar, competitive (or emerging competitive) markets. SWOT analysis includes identifying and evaluating exposure to systemic risks or 'shocks,' including those identified in the City's resilience strategy.

The SWOT analysis must also include a competitive assessment focused on comparing Costa Mesa to two competitor cities determined to be most similar to Costa Mesa in size, accessibility, proximity to tourism, age of development, business make-up, and any other socioeconomic indicators the consultants recommend. The competitive assessment may identify programs and projects that have been implemented in the comparison cities that would also benefit Costa Mesa.

6. Economic Benefit Scoring System

Since the City is a public agency with most of its goods/assets in its control due to market failure or regulation, that City's perspective on economic prosperity includes fiscal sustainability for the City and positive fiscal externalities to the business community. However, it is more than this as it captures ecological, social, and resiliency impacts as well. The City is a steward of the 16.5 square miles that makes up the City, its natural amenities, and resources. Social capital is a significant part of why current industries call Costa Mesa home. While some institutions in Costa Mesa predate the City, cities typically have the most extended shelf life and will be around longer than any one business. To ensure that City decisions only increase resiliency is critical. The consultant must develop a scoring system for any goal, policy, objective, or prioritized action to be given a score that reflects these considerations. This objective scoring system will allow all considerations to be accounted for simultaneously and goals, policies, objectives, or prioritized actions to be shared in a simplified and more complete manner.

PHASE 2: A Vibrant Strategic Vision

The Vibrant Strategic Vision must have four critical sections:

- First, it needs to provide a clear vision of what economic prosperity means to Costa Mesa and what components is the City choosing to focus on.
- Second, it needs to give a clear and accurate baseline to measure against for all relevant geographic levels (from international down to each Costa Mesa economic enclave).
- Third, it needs to pull from various existing reports, datasets and required additional studies itemized in this scope of work to produce the most critical goals, policies, and objectives the City would need to focus on for the next 5 to 7 years. These goals should be specific enough to guide decision-making but salient and fundamental enough not to fluctuate with market pressures.
- Fourth, since the document is meant to last 5 to 7 years, it must anticipate goals, policies, and objectives for each phase of the economic cycle. The vibrant strategic vision will also articulate how the City measures success and develop indicators for specific goals.

The Consultant shall work with the City to accurately assess the semi-permanent economic attributes of the City of Costa Mesa. The Consultant will identify in this section the other planning documents which affect the economic vitality of the City, including but not limited to SCAG's SCS, Costa Mesa's General Plan and area plans, Orange Coast College Master Plan, Airport Land Use Plan, OC Fair and Event Center Master Plan, and more. The Consultant shall provide a summarized permanent condition of the City of Costa Mesa, which determines the geographic attributes of the City. This includes analyzing the collection of public property, vacant land, traffic volumes, and the extent of smart City applications.

The Consultant will establish a base year that will be used for projections, forecasting, implementation, and success metrics moving forward. This base year will be critical for community outreach discussions as well.

The Consultant will collaborate with City staff in developing and reviewing the Vision document. They will be responsible for drafting the document, managing the requested revisions, and keeping track of the authoritative version. The majority of document review will be electronic, but print copies will be requested for public hearings and some final versions published as a resource for leadership. The document should be able to be printed in black in white without any limitation to the legibility of the document. Furthermore, a more website and digital friendly version of the document will be requested to be uploaded to the City's website in a searchable and interactive manner.

PHASE 3: Exploration of Key Economic Studies

The Consultant will produce standalone reports that include the data, analysis, and results of each of these concepts. The reports will include a detailed approach that implements each of these concepts and necessary actions for their launch.

1. Incentivizing development through intensity bonus programs

The City of Costa Mesa is 98% built out, and the State of California is pushing for additional housing. As the City continues to review how it might achieve its RHNA allocation, it is apparent that this may result in traditional commercial and industrial space transitioning to residential. At the same time, the vacancy rate for non-residential uses is well below average, and demand has persisted through COVID-19 due to the City's location and accessibility. To preserve the potential for non-residential development and use the subsidized residential market to its fullest potential, the consultant will explore the idea of creating a development opportunity reserve. The consultant will help identify the most beneficial structure of this program, establish a framework, and assess its impact. An example is the City could bank lost non-residential square footage that future projects could leverage based on the proposed project's economic benefit and quality in design. The Consultant will analyze the agreed upon program for its benefit based on existing versus projected demand of non-residential development and the potential development projects that may benefit from greater intensity. This type of incentive program may encourage potential residential projects to be mixed-use or provide growing businesses opportunity to expand in their current location without having to relocate.

2. Shop Local Incentive Program

The City would like to continue to encourage the long-term success of small businesses. As a City with a good number of small businesses, the City would like to find opportunities to continue to encourage these businesses through incentive programs. The ideal would be to not only support local businesses but encourage local shopping practices and strengthen the relationship between City businesses, non-profits, and local patrons. While City staff drafted a contract with a white label application from Colu, the Consultant will provide recommendations as to how it might be implemented or provide recommendations on other small business incentive projects, programs, or policies that can be initiated as well that can have as good or greater of an impact.

3. Next Steps for the Costa Mesa BAC

The consultant will evaluate and recommend actions for the further development and management of the Costa Mesa Business Assistance Collaborative (BAC). The BAC was created in response to COVID-19 to merge resources from the Chamber, Travel Costa Mesa, South Coast Metro Alliance, and the City to help businesses and get the word out to the business community of the resources that are available to them. The BAC, as part of the coordinated efforts the City took in helping businesses through COVID-19, received recognition from the Los Angeles Times and received a Golden Hub Award. All participants want to continue working with the BAC, especially since, in the process, the City has developed a microsite for business development. It provides resources, guidance, and a platform for all licensed businesses within the City.

4. City-wide Fiber

The City has been approached in the past about city-wide fiber. While this a substantial infrastructure project, it would cost millions of dollars. The City knows that there is a significant economic benefit for this type of infrastructure project. Potential economic benefits include direct revenue, from leasing the lines to ISPs, generation of market competition, which drives down the price for local clients, faster internet speeds, which support and draws higher-paying jobs, cost savings from negotiating a reduced rate for the City's internet service, and the development of a smart city network, which will generate cost savings from additional efficiencies and attract tech-friendly businesses. The City consultant will provide a complete financial review of a City-wide fiber installation capital improvement project and a recommendation on how it could be funded and completed. The Consultant will calculate the estimated economic benefit to the market and directly to the City through a financial pro forma.

5. Project Specific Economic Benefit Model and Policy

The consultant will generate an editable or filterable project-specific economic effect model and economic impact review policy. The model would evaluate the positive and negative economic effects of a given development. It should be a site-specific analysis that includes all significant factors. This includes both the direct cost and benefit as well as the positive and negative externalities of a given project. The consultant will also develop an accompanying policy document that would propose how and when this model would be used. The policy would also

include recommended exceptions to be considered by the City for development that addressed a significantly economic indicator which is substantially underrepresented within the City of Costa Mesa. Once the final model and policy are established the consultant would evaluate this program's economic development benefit.

PHASE 4: Economic Best Practices

The City would require the consultant to provide insight into best practices that create economic prosperity and available information as to how other Cities are implementing them. The consultant will provide City tailored options for best practices as itemized below in Costa Mesa and others recommended programs, projects, or actions by the Consultant that have a better economic benefit. Each concept, action, or project will be tailored for Costa Mesa, assessed based on overall economic benefit. If it has an economic benefit, it will be included in the potential projections or actions list. The consultant will provide at least one concept or idea that addresses each of the listed tasks or themes below or provide a replacement they share that has a proven greater economic benefit. The themes are:

- Develop & Retain Human Capital
- Decrease Economic Leakage
- Encourage Maturation and Growth of Existing Industries
- Prioritize Capital Improvement Projects
- Leverage the Benefits of having Two Census Tracts Identified As Opportunities Zones
- Establishing and Administration of Fiscal Incentive Programs
- Branding and Marketing Techniques that Work
- Diversification of the City's business portfolio
- Develop balance of businesses that thrive during different phases of the economic cycle
- Encourage environmental sustainability while supporting economic prosperity
- Support all phases of a businesses life cycle, especially incubators or start-ups
- Preparation and response to current legislation
- Workforce Housing
- Develop sense of place and destination
- Increased City service efficiencies

PHASE 5: Resource Assessment

The Consultant will produce a comprehensive resource assessment that will develop a recommendation on immediate and long-term staffing, networking, and budgeting needs. This report will include the following three sections.

Staffing

The City of Costa Mesa currently has one staff dedicated to economic development within the City, and this has not been sufficient to meet the City's current needs within this field, let alone additional tasks and projects that may be identified as part of this action plan. The consultant will recommend a staffing structure necessary for a successful implementation of the Vibrant Strategic Vision and three action plan options (low, medium, and high) with increased intensity or number of action items planned at each level. As part of this task, the consultant will provide a comparative analysis to other Cities within Orange County, and cities with similar service size, business make-up, square footage set aside for commercial

and industrial uses, development maturity, and City budget. These recommendations will be based on what would be necessary to successfully execute the action items within a two-year timeframe.

Recommended Partnerships and Data Access

The consultant will provide recommendations on the growth and development of partnerships and the acquisition of data. This section will include recommendations on the prioritization, viability, and form of partnerships that generate specialized groups like business improvement associations or opportunity investment and collaboration with entities that provide grants, training, or support. The consultant will also provide a list of the City's data needs and recommendations in order to provide for more accurate and precise indicators for economic success of the City as a whole as well as assessing each economic action. This section should also provide clarity on the most efficient format of business assistance the City can provide and the best structure that would serve the business community the best.

Budget & Grant Recommendations

The City currently has no line-item in the City Budget for economic development-related tasks and projects. Currently, the City has three contracts for Economic Development related services focused more on providing the City access to economic development businesses with comparative analytics or site selection tools. The consultant will estimate the budget necessary for the prioritized tasks established in Phase 4 and the goals set in Phase 2. The Consultant must also provide recommendations on how this budget can be phased into the General Budget, including potential grant programs the City should be aware of and should apply for based on some of the tasks being identified within the project. This will include a list of prioritized grants or financial programs the Consultant recommends the City apply for to implement its economic development actions plan or goals.

PHASE 6: Implementation and Assessment Tools

The success or failure of this plan cannot be anecdotal. This Consultant will be expected to provide a system of assessment tools that will allow for the City to have a solid structure of metrics and measurements to track, review, and help City staff determine the level of success of a given project.

The Consultant will draft the metrics and modify them based on City review. The metrics will be collected and used to update the overall economic vitality of the City and each of the economic enclaves each year.

PHASE 7: Comprehensive Action List

Based on all of the information gathered, the scoring of all potential projects and programs will be assessed based on the scoring system developed in Phase 1's Economic Benefit Scoring System. The City will work with the Consultant to identify the collection of projects or programs that can give the most significant benefit. A critical deliverable for the City is the list of all beneficial programs identified during this process, their score, other critical considerations, and a citation to any more detailed analysis conducted or found. The collection of projects will be determined based on level of benefit, comprehensiveness in addressing the established goals of the vision document, the duration it will take to implement the project, and its resource consumption. The Consultant will develop specific actions or markers for each program, project, or independent action with clear and precise metrics to match each one.

PHASE 8: Prosperity Action Plan

The Consultant will draft an easy-to-understand visual and branded final Prosperity Action Plan. The document will include a (maximum 11 x 17) poster highlighting the action items set to be completed within the following few years. It will identify the action that must take place and the metrics that determine its level of success. This document will also include general economic metrics, benchmarks, and indicators for the City and the individual economic enclaves that were assessed in the initial evaluations and must continue to be tracked to assess success and progress on goals, objectives, policies, and the selected programs and projects.

The reporting template to be created by the Consultant; one for the City-wide assessment and the other for the economic enclaves.

The City is also looking for implementation measurements that would assess the level of success for each action plan item and the ones that remain on the list submitted to the City in Phase 4.

Project Schedule

This project must be completed within 9 months. The Economic Development Administrator and the consultant will determine the exact schedule for the public outreach meetings and the dates of key deliverables in the kick-off meeting(s). While the consultant will not be working onsite, the expectation is that meetings will be held in person unless otherwise requested by the City if they include members of the public, business community, or Executive leadership. Regular check-in meetings can be conducted remotely. The schedule must consider the economic cycle. Therefore, after initial studies are concluded and a vibrant strategic vision is established, the remaining section must be completed as quickly as possible since fluctuations in the economy can alter analysis results within those phases.

Deliverables by Phase

1. Economic Context – An Analysis of Costa Mesa

Comprehensive analysis of the economic markets which make up Costa Mesa, review the documents which regulate the City or large properties near or within the City, detailed studies and reports which look at e-commerce, contextual analysis, market cluster analysis, a GIS based economic site value index to identify highest value nodes, a SWOT analysis, and an economic benefit scoring system to evaluate all potential actions for an unbiased assessment. This phase will also have a responsible community outreach component.

Deliverables:

- Separate and stand-alone studies on overall economic context for Costa Mesa, e-commerce's effect on Costa Mesa economy, a market and industry cluster analysis, trends and opportunities from economic site value index, SWOT analysis, and results and explanation of methodology for economic benefit scoring system.
- GIS layers reflecting the economic site value index results and the other applicable studies.
- Economic benefit scoring system.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

2. A Vibrant Strategic Vision

The consultant will generate Costa Mesa's Vibrant Strategic Vision

Deliverables:

- Draft and Final Vibrant Strategic Vision
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

3. Key Economic Studies

The Consultant will produce standalone reports that include the data, analysis, and recommendations surrounding key concepts including: cap and trade program for development intensity (transfer of development rights program), growth of shop local incentive programs, development of the Costa Mesa BAC, implementation of a City-wide fiber project, and the development of a project specific economic benefit model and accompanying economic benefit policy for development projects.

Deliverables:

- Separate and stand-alone studies on: Cap and Trade of Development Intensity, Growth Strategy of Shop Local Incentive Program, Growth Strategy for Outreach, Branding, and Collaboration, Fiscal benefit analysis of implementation options for a city-wide fiber project, Study on cost benefit analysis of an Economic Benefit Policy and Model.
- A Project Specific Economic Benefit Model.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

4. Economic Best Practices

The Consultant will review major economic themes provided by the City and provide a potential best practice, project, program, or action for each of them.

Deliverables:

- Separate and stand-alone study that provides the City with at least ten programs, projects, or actions that would have the highest economic benefit to Costa Mesa. There must be at least one recommended action that speaks to each of the most critical economic themes identified in the scope of work.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

5. Resource Assessment

The Consultant will assess the staffing, networking, and budget needs to implement the recommended action plan and identify potential funding sources available for identified projects.

Deliverables:

- A stand-alone report which reviews current staffing, partnerships, tools, and budget as well as provides recommended actions for each based on three levels of alternatives.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

6. Implementation and Assessment Tools

Evaluate and identify specific indicators and metrics to be used to assess progress and success for each proposed action.

Deliverables:

- A stand-alone report which matches objectives with best measurable indicators and establishes metrics for success or sustainability for each of those goals, policies, objectives, or specific actions.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

7. Comprehensive Action List

The Consultant will create a complete list of recommended projects, programs, and actions necessary to implement the strategic vision. The consultant will evaluate each based on the Action's Economic Benefit scoring system, then determine the prioritization of the listed actions and their associated indicators or metrics.

Deliverables:

- A prioritized recommended action list with associated economic benefit score, indicators, and metrics.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

8. Prosperity Action Plan

Generate the Prosperity Action Plan.

Deliverables:

- Draft and Final Prosperity Action Plan
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

Adoption Plan

A successful adoption of this Economic Development Strategic Plan involves: community support throughout the development process and buy-in; a successful review and recommendation from Planning

Commission; approval of the Economic Development Strategic Plan from City Council; visuals and marketing components uploaded to costamesabac.com and the City Website; and a dynamic ESRI story map that explains the goals and objectives of the Vibrant Strategic Vision and the list of prioritized actions within the Prosperity Action Plan; resources for the annual evaluation of the Economic Development Strategic Plan; and instructions and clear methodology on the use and parameters of the models requested as part of this deliverable with training and support for each during their initial use by staff.

Project Management

Structure of Contract

The City is seeking to partner with an Economic Development Consulting firm or collection of firms that have extensive experience with developing an economic development strategic plan for a local government agency, conducting sophisticated spatial economic analysis, and collaborating with a City's business community. The City seeks to build a partnership with the Consulting firm and take a collaborative and tailored approach to create a vibrant, and innovative strategic plan unique to Costa Mesa. Due to the number of documents and phases required for this effort, the City is seeking a deliverables-based contract. While the City has established the individual deliverables, approach and order of tasks listed in the contract will be mutually agreed upon by the City and the Consultant. All deliverables will be approved by either the Economic Development Administrator (EDA) or the Economic & Development Services Director (EDSD). It is anticipated that some deliverables will be first provided in a draft format only and final approval given once additional phases are complete so the product can be analyzed as a whole. The consultant will be coordinating all efforts with the EDA and therefore any scope change, adjustments, or support will come through the EDA. All research materials, models, GIS layers, and draft/final documents will belong to the City and will be provided in a curated format during and especially at the end of the project. Project completion is requested within nine months of the first kick-off meeting and proposals should provide a detailed schedule detailing how that deadline would be achieved.

Success Criteria and Approval

The success of this project is measured by first the successful completion of all deliverables, second the approval of each from the EDA or EDSD, third the adoption by City Council of a final Economic Development Strategic Plan, for the successful implementation of the findings, goals, objectives, and prioritized actions, and fifth the circulation and shared communal knowledge of those goals through successful branding and marketing materials, and presentation on digital media.

Evidence of Success

The Consultant will provide two references of Cities that they have worked with to develop an economic development strategic plan who can demonstrate measurable success in the implementation of that plan.

Costa Mesa's Economic Enclaves

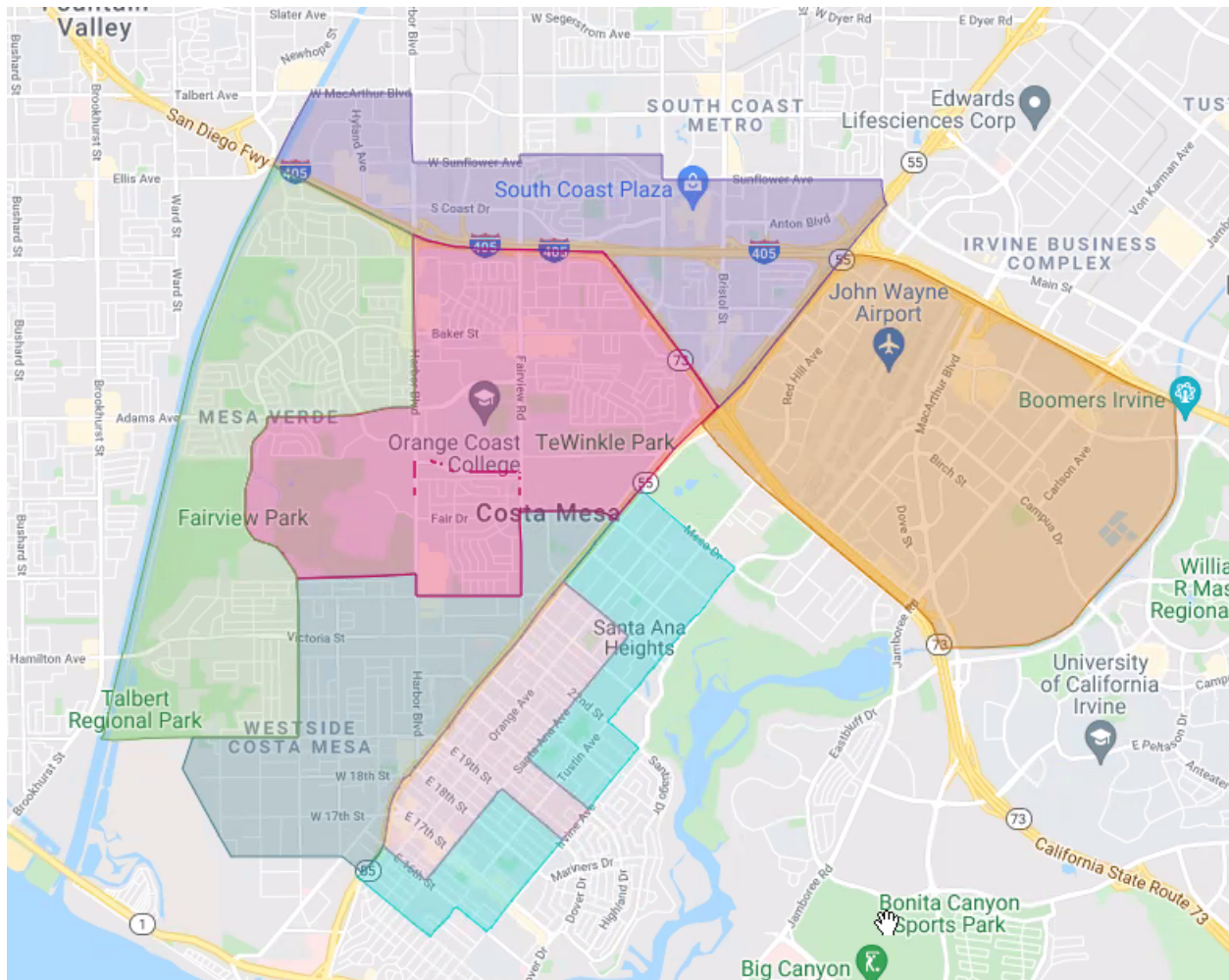


EXHIBIT B
CONSULTANT'S PROPOSAL

Proposal Review Committee
City of Costa Mesa, Development Services Department



REQUEST FOR PROPOSAL (RFP) #22-02:
City of Costa Mesa Economic Development Strategic Plan
77 Fair Drive
Costa Mesa, CA 92626

Submitted on May 3, 2022 by:

TCCG
Tech
Coast
Consulting
Group

Irvine, California

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Cover Letter

The creation and adoption of the City of Costa Mesa's first ever Economic Development Strategic Plan provides a crucial roadmap for accelerating economic growth and improving residents' quality of life. The roadmap that TCCG creates will reflect the economic, demographic, and social opportunities currently presenting themselves that will ensure that the city can leverage its competitive advantages to further advance growth for its businesses and residents. Costa Mesa has its own set of unique strengths and weaknesses which, if properly studied and analyzed, can be leveraged to ensure equitable economic growth throughout the city.

Located in the heart of Southern California and in one of the nation's largest counties, Costa Mesa is an incredible location for both individuals and businesses alike that attracts residents and tourists from all over the world. It boasts South Coast Plaza, one of the nation's highest grossing shopping centers per square foot and the innovative open retail developments The Lab and the Camp – popular among young professionals and families – as well as the Orange County Fair and the beautiful Upper Newport Bay Nature Preserve. Costa Mesa, in other words, offers residents a multitude of attractive amenities while also providing access to a broad range of industry sectors and innovative businesses. It also has another key advantage, a highly educated workforce. The percentage of Costa Mesa residents 25 and older with a Bachelor's degree from 37.5 percent in 2015 to 41.1 percent in 2020

Despite the attractive labor market and amenities offered by the city, it faces challenges common to many communities: a lack of affordable housing for lower-income residents, young professionals, and young families; an aging workforce putting into question the future of the labor market; and a skills mismatch between employer needs and employee qualifications. Solving many of these problems, especially the skills gap, will require collaborative efforts between private industry, academia, and trade schools that can quickly and effectively respond to business needs. Doing so will ensure that businesses can find qualified, local workers helping to reinforce economic activity and spending in the region while simultaneously attracting new businesses and workers into the region.

Global, national, and regional economies are all in a transitional period due to the COVID-19 pandemic, rapidly rising inflation and the armed conflict between Russia and Ukraine. Because Costa Mesa's economy is affected by these macro-level changes as well as more local demographic trends and affordability concerns, this economic development strategy will assess how all of these trends could impact local competitive advantages and other facets of the local economy.

Due to strong regional differences in economic, demographic, and social structures in cities across the U.S. and California, a one-size-fits-all approach to the economic recovery is unlikely to be successful or efficient or be a good fit for Costa Mesa. That is why a local team like ours is so important for understanding Costa Mesa's unique context. Therefore, it is imperative for local and regional economies to perform in-depth analyses of their economic, demographic, and social structures in order to craft unique, actionable strategies tailored to their current economic environment and individual goals. We applaud Costa Mesa for taking this important step forward at this crucial time.

In order to provide the most comprehensive analysis of Costa Mesa, the Project Team will include OCBC's Chief Economic Advisor, Dr. Wallace Walrod, and subcontractors Principle Economist Dr. Robert Kleinhenz from Kleinhenz Economics, Benjamin Palmer from SEED Consulting, and Community Outreach/Engagement Consultant Rebecca Alvarez. Our team will draw on its decades of expertise, familiarity with the region, and deep relationships with private industries, academia, and regional stakeholders.

The majority of the Project team are centrally located in Orange County and thus uniquely positioned to undertake the Economic Development Strategic Plan due to deep experience and extensive history in the region. Dr. Walrod has lived and worked in Orange County for over 30 years, experience that has given him an unparalleled knowledge of local and regional standings and trends, leading to his reputation as a respected leader on economic development matters. Thanks to his long work history in the region, Dr. Walrod is also extremely familiar with local and regional industry groups and private industry leaders as well as local government leaders.

This knowledge extends to Costa Mesa, as he has frequently given economic presentations to local organizations, including the Costa Mesa Chamber of Commerce. Dr. Walrod also conducted a Business Economic Impact Analysis for the Orange County Transportation Authority which detailed the potential impacts to local businesses if the 55 freeway was to be extended in an attempt to reduce traffic congestion. As part of this study, all businesses along the 55 freeway/Newport Boulevard corridor in Costa Mesa were catalogued and many surveyed and interviewed regarding their dependence on traffic and how that might impact their businesses.

Dr. Robert Kleinhenz, who currently resides in Long Beach, also has significant work experience in Southern California and Orange County, specifically at California State University, Long Beach where he serves as the Associate Director of Economic Research and Adjunct Professor. Robert has also worked extensively with California State University, Fullerton and has presented a number of economic outlook and update reports to organizations across Southern California. Robert previously worked as the Chief Economist for the Los Angeles Economic Development Corporation (LAEDC), a professor at California State University, Fullerton's College of Business Administration and Economics teaching a range of courses from urban and regional economics

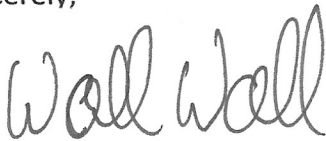
to transportation and land use issues, and Director at the Center for Economic Education at California State University, Fullerton where he ran professional development and continuing education programs to promote economic literacy.

Benjamin Palmer of SEED Consulting was born and raised in Orange County returned to the area after completing his undergraduate education, living in Huntington Beach, Orange and Newport Beach before purchasing his first home in Costa Mesa's Mesa Del Mar neighborhood. Starting his professional career at the Orange County Business Council, Ben performed a variety of economic analysis including significant contributions to the Business Economic Impact Analysis of the 55 Freeway Extension as well as an economic impact analysis of Orange County's John Wayne Airport. While Ben currently lives in Massachusetts, he lived in Costa Mesa from 2013 to 2020 and in that time gained a deep understanding of the region and its residents, one rooted both in economic analysis and daily experiences and conversations with local residents and businesses.

Rebecca Alvarez, Principal of NP Strategies, has significant experience in consulting for both nonprofits and businesses providing a range of services including outreach an engagement, strategic planning, market research and organization changes aimed at driving performance and regional impacts. She has also facilitated cross-sector collaboratives, leadership teams, boards, and other groups toward developing and executing shared visions. Prior to NP Strategies, Rebecca Alvarez served as Manager of Consulting at Bainbridge where she led large project teams on research and strategy projects as well as client relationship management and sales for the firms Fortune 1000 client base. Rebecca Alvarez currently resides in San Clemente, CA providing her with a refined understanding of local and regional trends and concerns.

Final thoughts -- the TCCG team is excited to propose on this meaningful project and looks forward to working with the Costa Mesa economic development team.

Sincerely,

A handwritten signature in dark ink, appearing to read "Wall Walrod". The signature is fluid and cursive, with the first name "Wall" and last name "Walrod" clearly distinguishable.

Dr. Wallace Walrod, Managing Partner, TCCG Tech Coast Consulting Group LLC

Contractor's Office Nearest to Costa Mesa and office from which Project will be managed:

Phone: (949) 280-5492

Address: 7545 Irvine Center Drive #200, Irvine, CA, 92618

Section 1 – Organizational Information

TCCG Tech Coast Consulting Group LLC (TCCG) is an economic development management consulting, strategic planning, and economic research firm based in Orange County that serves corporate, government, foundations, and non-profit clients. Dr. Wallace Walrod, TCCG's Managing Partner, is a leading voice on economics, housing, labor markets, business climate, economic development, workforce development, and a variety of economic and public policy research and data analytics topics of interest in the Southern California region and statewide. Established in 2000, TCCG's work includes designing innovative research, strategy, and policy solutions for the private sector and government.

TCCG is one of California's leading research organizations with substantial economic, workforce development, housing, and infrastructure research capabilities and expertise. Dr. Wallace Walrod will be the Project Manager for this project, is available 100% time for this project. Dr. Walrod has the capability to reallocate resources as needed to meet the city of Costa Mesa's Economic Development Strategy schedule.

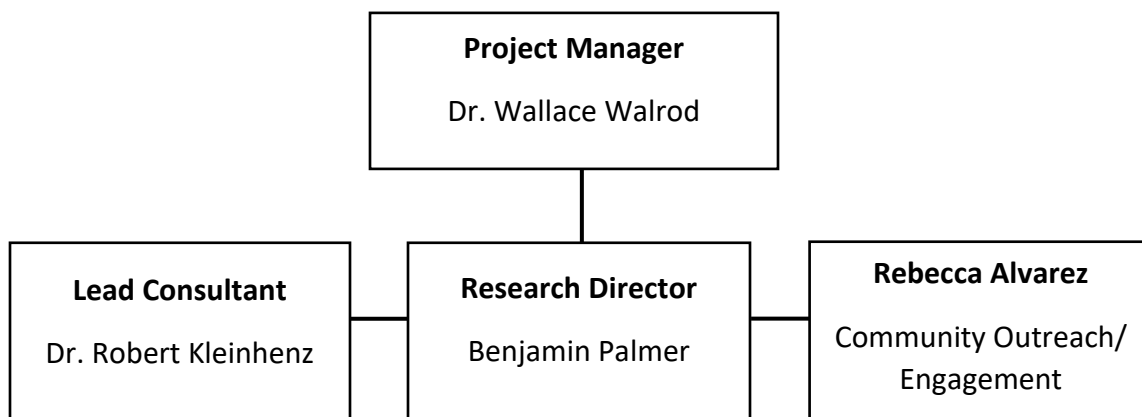
TCCG is one of the most highly regarded research organizations in California and has developed a stellar reputation throughout the region regarding infrastructure, economic development, and housing issues. With a long history of involvement with transportation, infrastructure, and local and regional economic development issues, TCCG is exceptionally well positioned to provide in-depth assessments of Costa Mesa. TCCG's research arm has developed a stellar reputation regionally and statewide as a cutting-edge provider of impartial, credible, and objective research to a wide variety of top-tier organizations throughout California.

TCCG operates in Irvine but has obtained a statewide reputation as one of the most active and influential research organizations in California. TCCG's success is integrally connected to its ability to represent all policy opinions dispassionately with only the most solid research objectivity. The organization adheres to the highest professional research standards, a true commitment to client impact, and broad relevant experience and expertise in the public policy arena representing the foundation of any research services provided.

TCCG possesses substantial experience as a liaison between the public and private sectors, including a long history and track record in transportation and infrastructure economic research and policy. TCCG's core research areas include economic, infrastructure, workforce and economic development, and workforce housing policy and impacts. TCCG aspires to become a true partner in research consulting by helping our clients address complex business, organizational, public policy, and strategic challenges. Our clients achieve significant and sustained improvements in their performance.

For 30 years, Dr. Wallace Walrod and TCCG have been studying and applying research analysis, demographics, and economic thought to economic and workforce development issues in Orange County and throughout Southern California. Dr. Walrod has developed the research methodology and project plan for each TCCG project and has taken leading roles in TCCG’s research on workforce development, infrastructure policy, housing, and economic development. His work includes designing innovative program, strategy, and policy solutions for private industry, government, and private foundations, including the annual *Orange County Community Indicators*, *Workforce Housing Scorecard*, *Workforce Housing Toolkit*, *Public Officials 101*, annual *Workforce Indicators*, and *Orange County Comprehensive Economic Development Strategy (CEDS)*, and *Sustainable Communities Strategy*. This work includes managing the work of research associates to ensure successful completion of each research effort, conducting much of the analysis, writing reports, and presenting results to clients and stakeholder groups.

Organizational Chart



Project Team – Key Personnel

Project Manager – Dr. Wallace Walrod

Lead Consultant – Dr. Robert Kleinhenz

Research Director – Benjamin Palmer

Community Outreach Consultant – Rebecca Alvarez

Resumes

Dr. Wallace Walrod

7545 Irvine Center Drive #200, Irvine, CA, 92618(949) 280-5492; wallace@tccg.llc

Managing Partner and Chief Economic Advisor, Tech Coast Consulting Group LLC

Chief Economic Advisor, OCBC, SCAG, and Draper Innovation Index

Dr. Wallace Walrod is Chief Economic Advisor for the Southern California Association of Governments (SCAG), the nation's largest Metropolitan Planning Organization (MPO), Orange County Business Council (OCBC) and the Draper Hero Institute (San Mateo). He is also a strategic research advisor to OCTANE and Visionary Venture Fund, an Executive Consultant with Esri, a Strategic Advisor to EdTech Capital (Texas), and an Expert in Residence at UC Irvine's Institute for Applied Innovation.

Dr. Walrod has led strategic projects with world-class organizations including JP Morgan Chase, Allergan, the Draper Hero Institute, Toshiba America Information Systems, Hitachi Chemical, Merrill Lynch, Balanced Business Advisors (New York, NY) the Irvine Company, First American Corp, Citizens Business Bank, Bank of America, Esri, Wexford Capital, Pacific Life Foundation, and the James Irvine Foundation, among others and many public sector agencies such as County of Orange, OCTA, Anaheim, Santa Ana, Irvine, and Huntington Beach

Dr. Walrod played a key role as part of the SCAG team that developed SCAG's **Inclusive Economic Recovery Strategy (IERS)**. The IERS plan includes specific recommendations in four focus areas – housing, transportation, growth sectors and human capital – and identifies opportunities to promote equity-oriented industry growth, job creation, entrepreneurship, and small business success.

Among the key recommendations included in the Inclusive Economic Recovery Strategy:

- Develop a Broadband Action Plan to lead and support regional efforts in bridging the digital divide.
- Develop a regional blueprint for zero-emissions medium- and heavy-duty truck charging infrastructure.
- Identify priority transportation and infrastructure projects across the region that will invest in and directly benefit low-income and communities of color.
- Join the state in advocating for a federal jobs guarantee.
- Work with transit agencies to facilitate the adoption of the U.S. Employment Plan to create local jobs through future equipment and supply procurement.

Dr. Walrod also played a key role in the development of SCAG's recently launched **Regional Data Platform (RDP)**. SCAG's RDP is a collaborative data sharing and planning system designed to facilitate better planning for cities and counties of all levels across the region as a whole, streamline the process of collecting and integrating data from member agencies to SCAG, and to facilitate transparency and collaboration, locally and regionally, to drive more democratic and sustainable planning

The RDP is a signature element of SCAG's Future Communities Initiative – a work program adopted to accelerate SCAG's leadership in technology and big/open data to promote a smarter and more connected region. As one of SCAG's largest and most transformative projects to-date, the RDP focuses on using data to help solve our common challenges.

The RDP standardizes regionally significant datasets, provides opportunities for local partners to update their data in real-time, and draws insights from local trends by monitoring transportation, land development trends, housing and economic growth, and sustainability conditions. The platform also features a data-driven collaboration hub for local jurisdictions to engage with stakeholders for individual projects, such as local and regional land use planning, active transportation planning, greenhouse gas reduction strategies and development impact assessments.

In his role as Chief Economic Advisor to the Draper Hero Institute, founded by legendary Silicon Valley venture capitalist and entrepreneur Timothy C. Draper, Dr. Walrod has led development of both the **Draper Innovation Index – Global (DII Global)** and **Draper Innovation Index – US (DII US)**. In October 2021, the Draper Hero Institute (DHI) announced the Draper Innovation Index Global 2.0, which is the first index of its kind to be updated monthly to reflect the most current state of the ever-evolving state of economic opportunities, economic freedom for innovators, entrepreneurs, and investors around the globe.

Dr. Walrod is also the Founding President of the **Center for a New California**, which plays a key role in shaping the state's economic future by focusing on emerging economic trends such Future of Work, which studies the impacts of automation, robotics, AI, and other advanced technologies on the California economy. Dr. Walrod graduated with a PhD in Regional Economics from UC Irvine. His dissertation studied successful strategic management practices in high-tech firms, including advanced electronics and biotechnology. He has published three papers co-authored with Luis Suarez-Villa in *Disasters*, *Journal of International Biotechnology*, and *Urban Studies* (Donald Robertson Memorial Prize winner). He recently published *Dimensions of Defensibility*, a national study on the Future of Work. He is quoted frequently in the Los Angeles Times, Orange County Register, Wall Street Journal, The Economist, Entrepreneur, and other publications on economic and business matters.

Dr. Robert A. Kleinhenz

Kleinhenz Economics; Robert@KleinhenzEconomics.com; 213.925.0221

Over 30 years of experience in conducting economic research and analysis as well as strategic planning in private and academic sectors, and as consultant to public and private sector clients:

- Regularly participates in media coverage of economy, including the labor market and housing industry. Conducted over 2,000 interviews with numerous local, state, and national media outlets including the Wall Street Journal, CNBC, Bloomberg News, the Los Angeles Times, the Los Angeles Daily News, the San Francisco Chronicle, NPR, radio stations in across California and the U.S. Authored or co-authored several hundred publications, including over 200 in-depth economic research studies on the economy, its industries, and the real estate/housing market.
- Specialty in regional economics with an emphasis on land use, transportation, business location, and real estate. Experienced in application of general economic analysis, forecasting and other statistical methods, regional economic models including economic impact analysis, and survey research methods.

EXPERIENCE

PRINCIPAL ECONOMIST/FOUNDER: *Kleinhenz Economics, 2019-Present.* Private economic consulting practice, involving economic analysis/public policy research conducted on behalf of clients as well as public speaking engagements.

- Recent/current clients: Inland Empire Economic Partnership, Los Angeles Orange County Regional Consortium of Community Colleges, Downtown Long Beach Alliance, California Association of School Business Officials, California Association of Realtors, City of Long Beach

LECTURER/ASSOCIATE DIRECTOR OF RESEARCH: *California State University, Long Beach, January 2020-Present.*

- Associate Director, Office of Economic Research: Conducts applied economic research and analysis, delivers talks on national, state, and local economy.
- Courses taught: Fundamentals of Economics (Econ 300 survey course), Forecasting (Econ 420), International Finance (Econ 471), Urban Economics (Econ 437).

ECONOMIST/EXECUTIVE DIRECTOR OF RESEARCH: *Beacon Economics, 2016-2019.* Oversaw research activities and client products/services; as a leading spokesperson for the company, provided regular commentary on the economy in the media; delivered talks to a variety of groups; member of organization's Executive Management Team.

- Delivered presentations on national, state, and local economies to groups across California and the U.S. Presented economic forecasts and the outlook for industries, including the real estate sector to audiences that range in size from corporate boards of directors to large chambers of commerce and industry.

- Directed Beacon client research practice, which gathers data, conducts analysis and forecasting, produces reports, provides litigation services, and public policy research.
- Frequent contributor to media coverage on Southern California, California, and national economy, labor market and key industries, including both residential and nonresidential real estate.

CHIEF ECONOMIST: *Los Angeles County Economic Development Corporation (LAEDC), 2012-2016.* Head of Kyser Center for Economic Research, playing a leading role in Southern California in analyzing economic and industry trends, producing economic forecasts, and providing regular commentary in the media; member of organization's Management Team.

- Delivered speech presentations annually on national, state, and local economies and housing markets to variety of audiences.
- Directed LAEDC Kyser Center research team, which included gathering data, conducting analysis, and producing reports such as semi-annual economic forecasts, international trade outlook, and detailed industry studies.

DEPUTY CHIEF ECONOMIST/SENIOR ECONOMIST: *California Association of REALTORS® (C.A.R.).* Directed Research & Economics Department, which gathers and publishes information on the California housing market and economy, and also conducts survey research of consumers and C.A.R. members; member of organization's Management Team and staff coordinator of organization's Strategic Planning and Finance function.

- Frequent contributor to media coverage of housing market stories, particularly those associated with C.A.R. housing market statistics and forecasts. Wrote articles for C.A.R. magazine, newsletters, and website.
- Delivered speech presentations annually on national, state, and local economies and housing markets to real estate groups, mainly throughout California but also elsewhere in the U.S.
- Directed primary data collection and analysis of housing market data, directed survey research/primary data collection of consumers and members. Author or co-author of reports based on survey results.

DIRECTOR: *Center for Economic Education, California State University, Fullerton.* Ran professional development/continuing education programs for college and high school instructors and programs to promote economic literacy.

ASSISTANT DIRECTOR/RESEARCH ASSOCIATE: *Institute for Economic and Environmental Studies, California State University, Fullerton.*

EDUCATION

Ph.D. in ECONOMICS: *University of Southern California.* Major Field: Urban & Regional Economics.

M.A. in ECONOMICS: University of Southern California.

B.A. in ECONOMICS: University of Michigan.

Benjamin J. Palmer

69 Malden Street, West Boylston, MA 01583; SEEDConsulting@outlook.com; 714.393.0487

EXPERIENCE

FOUNDER/CEO • SEED Consulting • Worcester, MA • April 2020 - Present: Founded a new social, economic, employment, and demographic consulting firm focused on providing private, public, and municipal organizations with in-depth research and analysis along with actionable strategies for furthering economic development and growth.

- Worked alongside industry leading economists providing a variety of consulting services including research and development of economic impact reports including a study on emerging and existing industry clusters in Mendocino County and broader 4-county region.
- Co-authored several economic reports including the 2019-2023 Orange County Comprehensive Economic Development Strategy Report (CEDS).

RESEARCH ASSOCIATE/CONSULTANT • ORANGE COUNTY BUSINESS COUNCIL • Irvine, California • March 2015 – April 2020:

Acted as lead and key personnel for several annual economic, demographic, and housing-related reports focused on the local region, state and nation as well as creating reports assessing the local economic impact of major locally-based organizations and industries.

- Lead author for the following documents including but not limited to: Orange County (OC) Comprehensive Economic Development Strategy Report, OC Housing Scoreboard, OC Community Indicators Reports, OC Workforce Indicators Reports.
- Analyzed and reported on the direct, indirect, and induced economic impacts associated with major industry clusters and key employers such as Allergan.

RESEARCH ANALYST • THE IRVINE COMPANY • Irvine, California • December 2011 – April 2013:

Key member of a cross-divisional research department that provides demographic, economic and financial research analyses used to assess correlating effects in the financial and real estate markets.

- Provided financial and organizational information of current and potential customers to the Chairman, board members, senior staff and leasing directors.
- Created various targeted customer lists for leasing directors based on location, number of employees, revenue growth, lease expiration and industry.

EDUCATION

- M.B.A., - The University of California, Irvine (Irvine, California), June 2017
- B.S., Regional Development – The University of Arizona (Tucson, Arizona), May 2009
- LEED Green Associate Level Certification – Green Building Certification Institute (Los Angeles, California)

Rebecca Alvarez

124 W Avenida Valencia, San Clemente, CA 92672; ralvarez@npstrategies.org

EXPERIENCE

NP Strategies, San Diego, CA (2005-Present) CO-FOUNDER & PRINCIPAL

Successfully launched nonprofit strategy consulting organization more than 15 years ago focused on serving nonprofits, foundations, and other mission-driven organizations in Southern California. Lead business development and manage all day-to-day operations. Client experience includes healthcare, education, arts, community and economic development, youth development, scientific research, and philanthropic organizations. Conduct thorough research and analysis, work collaboratively with clients, facilitate focus groups and planning sessions, manage quality across all NP Strategies' deliverables.

Bainbridge, Inc., San Diego, CA (2001 – 2005)

CONSULTING MANAGER

Principally responsible for managing projects and providing project oversight/training to project managers and business analysts. Acted as quality control manager for all consulting engagements, ensuring that research, analysis and recommendations met client objectives. Led internal improvement initiatives, recruiting efforts, client feedback sessions, performance appraisals, and mentor program. Participated in business development efforts including proposal writing. Accomplishments include:

- Developed and implemented a company-wide improvement initiative aimed at increasing customer loyalty and employee retention.
- Increased client satisfaction rates and repeat client engagements.

PROJECT MANAGER

Managed client relationships and analyst teams from project start to finish ensuring client expectations were exceeded. Organized teams, planned project deliverables and presented to clients. Led research and analysis efforts—providing recommendations that enabled clients (often directors of marketing or market research) to make informed business decisions regarding positioning and sales/marketing strategy. Participated in business development efforts. Accomplishments include:

- Maintained long-term client relationships with leading search technology providers and conducted projects that involved research and analyses of market trends, competitor positioning and new product innovations.

SENIOR BUSINESS ANALYST

Conducted primary and secondary source research for Fortune 1000 client base. Gathered and analyzed data and created client presentations for a variety of projects, including strategy development, merger and acquisition searches, customer analyses, and benchmarking studies. Presented research and recommendations to clients.

EDUCATION

- Masters in International Management; University of California, San Diego
- Bachelor of Arts in Spanish and International Relations; University of Delaware

Section 2 – Project Approach and Timeline/Schedule

Project Approach

TCCG has significant experience in researching, analyzing, and reporting on the economic, demographic, and social trends which transform cities' labor markets, economic growth, and overall economic development. The team's wealth of experience at the local Orange County level highlights our overall approach – we understand Orange County and we understand Costa Mesa from decades of experience. The team's work on *Orange County's 2019-2023 Comprehensive Economic Development Strategy* not only highlights this experience but provides a baseline roadmap for the City of Costa Mesa's First Economic Development Strategic Plan.

Phase 1 – Economic Context – A Comprehensive Analysis of Costa Mesa

Using the best available proprietary and government data sources, the first phase of this Economic Development Strategic Plan will involve the creation of a data repository where a variety of economic, demographic, and social metrics will be aggregated and analyzed. Detailed demographic breakdowns will provide measures of populations by age, educational attainment, income levels, homeownership rates, rental prices, home values, and building permit activity. Industry and occupational employment and wages trend will shed light on unemployment trends, localized industry clusters, and specializations which can be better leveraged or supported. An assessment of current workforce skills and occupational demand will be conducted through the analysis of job postings, which will show the most in-demand skills, qualifications, educational attainment, and occupations.

Reflecting statewide affordability concerns, special attention will be placed on cost-of-living trends in the region including housing costs and population migration trends to help determine how rising prices are impacting the region and subsequently serving to attract or push out young professionals and families. Additionally, an assessment of the COVID-19 pandemic and how it has impacted the region will be provided. Combined, these aggregated data and analyses will provide the economic context for Costa Mesa and serve as the backbone for the Vibrant Strategic Vision.

Community outreach and engagement will be a key success factor for this project, and Dr. Walrod, Dr. Kleinhenz, Ben Palmer, and Rebecca Alvarez have experience across a wide range of public and business community outreach and engagement projects. Dr. Walrod especially has deep experience in working successfully with the local business community.

In order to help guide the Project Team and to gain additional insights into local trends, issues or concerns, a minimum of eight onsite community engagement meetings will be undertaken (one at each economic enclave in Costa Mesa) with at least one of these meetings conducted in Spanish. The importance of these meetings cannot be understated as they will help further

ground the study in current economic, demographic, and social realities as well as provide unique points-of-view from residents or local business leaders that the Project Team might not otherwise take into account. To ensure these community engagement meetings are run efficiently and produce valuable insights, Dr. Walrod and Rebecca Alvarez will oversee and attend these meetings. Rebecca Alvarez, Co-Founder and Principal of NP Strategies and a San Clemente local, has deep experience in organizing and conducting public and community outreach meetings, having facilitated a number of cross-sector collaboratives and leadership teams in developing and executing shared visions. Rebecca Alvarez also earned her Bachelors of Arts in Spanish and International Relations, giving her a unique advantage and experience in conducting one of the community outreach and engagement meetings in Spanish.

In order to ensure all possible facets of Costa Mesa are accounted for in the Vibrant Strategic Vision, the Project Team will first draft up the six stand-alone reports requested in the RFP. Experience from one previous project, *Inside Orange County's Retail E-Volution* – a comprehensive 2018 research report that analyzed the impact of e-commerce on Orange County's retail sector, land use, sales tax revenue, and labor force – gives the project team unique insights into local e-commerce and brick-and-mortar retail trends. The continued, accelerating growth of e-commerce makes it imperative that Costa Mesa understands its competitive advantages so that it may better support local economic activity and growth.

It is also important to understand each of Costa Mesa's 7 economic enclaves, especially their economic performance relative to each other and the broader city, county, state, and nation. Each Costa Mesa enclave has its own strengths and weaknesses, which will require individualized economic strategies drawing on a detailed understanding of each enclave, its population, leading industries, largest employers, and income levels. Due to current affordability concerns, special attention will be placed on the projected demand for specific land use types based on projected job and industry growth.

The third stand-alone report to be provided as part of the Costa Mesa Economic Development Strategic Plan will be an Economic Site Value Index. This Index will assign 'property scores' to various properties throughout Costa Mesa including retail, industrial and commercial properties, scores that reflect each property's future commercial or industrial development potential, geographic location, uniqueness, and other metrics. These scores, which draw on the team's previous experience on *Inside Orange County's Retail E-Volution*, help city officials, developers, and local stakeholders determine which properties are best suited to be converted into mixed-use or residential uses.

A SWOT (Strength, Weaknesses, Opportunities, Threats) analysis of the data gathered during this first Phase will determine any potential systemic risks or opportunities that the Costa Mesa could plan for or leverage. Alongside this SWOT analysis, two comparable, competitor cities will be

chosen based on size, accessibility, businesses, industries, income levels and a variety of other socioeconomic metrics.

The final stand-alone report will be the Economic Benefit Scoring System, which will score the broad impacts of any policy or action in a complete but accessible way. Considering the number of goals, strategies and objectives presented to city leaders and stakeholders, it is imperative to fully understand and comprehend the impacts these goals or policies will have; this Economic Benefit Scoring System will aid in providing city leaders and stakeholders with a quick assessment of policy impacts so that they can easily compare policy impacts with one another to determine the best course of action.

Phase 2 – A Vibrant Strategic Vision

A clear, concise Vibrant Strategic Vision will be based on the data, trends, and insights gained during Phase 1 of this Economic Development Strategic Plan as well as input from Costa Mesa staff. It will serve as the roadmap for how Costa Mesa can drive economic prosperity for both its businesses and residents.

The first step in creating the Vibrant Strategic Vision will be to assess and review insights, trends, recommendations, and conclusions found in existing local and regional reports. These documents include but are not limited to the Southern California Association of Governments' (SCAG's) *Sustainable Communities Strategy (SCS)*; Costa Mesa's General Plan; Orange Coast College Master Plan; Airport Land Use Plan; and OC Fair and Event Center Master Plan. Analysis of these reports will help the creation and guidance of the most critical goals, policies, and objectives Costa Mesa should focus on in the next 5 to 7 years as well as shedding light on the effectiveness of past policies and strategies.

The Vibrant Strategic Vision will clearly indicate how Costa Mesa measures economic prosperity, which components have been chosen and why, and provide a baseline for growth so that Costa Mesa can measure progress, not only over time, but also in comparison to other neighboring or peer cities and regions. Because we've all seen how much has changed during the past 2 years, this report will attempt to future market shifts and provide guidance, strategies, or policies for the 5-7 year time frame.

The Vibrant Strategic Vision will help to provide an assessment of the current state or condition of Costa Mesa. In doing so, the Project Team will create a foundation for future data metrics, which will help track Costa Mesa's continued economic development. These metrics – and the strategic Vision itself – will be chosen through a collaborative effort between Costa Mesa and the Project Team to ensure the Vision correctly communicates the overarching goals of the Economic Development Strategic Plan.

Phase 3 – Exploration of Key Economic Studies / Development of Action Plan

Alongside the six stand-alone reports communicated in the First Phase, five additional stand-alone reports will be created in this phase, touching on five important concepts. The first stand-

alone report will be an assessment of how to incentivize development in Costa Mesa through an ‘intensity bonus program.’ Costa Mesa is largely built-out but still experiences high real estate demand, which makes it increasingly important to determine how much value existing, non-residential properties currently have and how to convert these properties into better, value-generating assets. This report will build off the insights gained during the creation of the Economic Benefit Scoring System and help to assess a project’s existing or potential benefit to the region. This will also include the creation of a ‘development opportunity reserve’ from which Project Team will determine the economic benefits of different programs so that the best course of action can be followed.

The importance of shopping locally was a major highlight of the COVID-19 pandemic. While major retailers leveraged online delivery services to ensure consumers could still purchase their goods, smaller organizations who lack that infrastructure and were forced to halt in-person shopping saw their sales plummet and many were forced to close their doors. The benefits of shopping locally can be dramatic, with multiplicative economic impacts as money between employers and employees and businesses and consumers change hands. Therefore, another stand-alone report will be created to assess the success or failure of any current incentive programs while also providing recommendations on other small business incentives programs or policies measured or observed in different cities which may increase or accelerate shopping locally.

Working off the findings of the Shop Locally Incentive Program analysis, a stand-alone report evaluating and providing an action plan for the Costa Mesa Business Assistance Collaborative (BAC) will be created. Considering the success of the BAC and its evolution into a microsite for business development, it is imperative that successful programs like this continue. The Project Team will assess the program’s current strengths and weaknesses to better understand the services which businesses use the most and which can be replaced with more effective products and services. Considering small businesses make up the majority of businesses in Costa Mesa, the county, state, and nation, and with small businesses largely seeing the biggest brunt of the COVID-19 pandemic, it is imperative that support and services be made available to these job creators.

With high-speed internet access becoming one of the most important utilities for businesses and consumers alike, the implementation of a city-wide fiber network might be one of the best uses of municipal budgets. While the associated costs with deploying such a large fiber network are high, the benefits they bring, including business and resident attraction and retention, the support of higher-paying jobs, cost efficiencies, and faster internet speeds can dramatically offset that initial cost, especially in the long-term. As such, one of the stand-alone reports created will be a cost-benefit analysis of deploying a city-wide fiber network in Costa Mesa.

The last stand-alone report to be created by the Project Team will be a Project Specific Economic Benefit Model and Policy. Rather than looking specifically at the economic benefit of properties in Costa Mesa, the Project Specific Economic Benefit Model would create a similar scoring system but for specific projects Costa Mesa is considering. Providing additional detail to city staff, this

benefit model would be accompanied by policies which indicated how or when this project would be implemented. This editable or filterable report will evaluate the positive and negative effects of potential projects.

Phase 4 – Assessment and Development of Economic Best Practices

TCCG's Dr. Wallace Walrod and all subcontractors strictly follow best practices when creating economic assessments of different regions; they all have deep experience in conducting a broad variety of economic analyses and reports on a number of different topics and facets of local and regional economies. Following best practices not only ensures the accuracy of data and metrics but also ensures that policies or strategies can be implemented effectively. Looking specifically at the concepts and themes highlighted in the RFP, the Project Team has the experience and expertise to provide detailed recommendations and best practices on how to address these ideas.

This expertise comes from years of data and policy analysis as well as relationships and observable results from other cities and regions who have implemented best practices. Extensive labor force analysis will determine strategies to attract and retain qualified workers in in-demand fields, while an assessment of industry demand and gross regional products will help determine any economic leakage. Analyses of location quotients and industry specializations will help highlight important industries and guide policies or incentive programs. An extensive assessment of projects, programs or policies will help to determine how Costa Mesa can maximize its economic benefits while minimizing potential weaknesses, ensuring it leverages its current competitive advantages, such as having two Opportunity Zones.

Finally, the Project Team will draw on its decades of experience to identify best practices such as the best marketing and branding techniques which best reach both local residents and businesses; reducing exposure to economic disruptions through industry diversification; reducing economic volatility experienced during economic cycle; encouraging sustainability; supporting start-ups; increasing workforce housing; and improving city efficiencies and anticipating regulations.

Identifying

Phase 5 – Resource Assessment Recommendations

In order to ensure that Costa Mesa is able to follow through with the Economic Development Strategic Plan and continues to properly serve its businesses and residents, the Project Team will produce a comprehensive assessment of current and projected staffing, networking, and budgeting needs.

In order to ensure Costa Mesa can continue to effectively promote economic development, the Project Team will indicate preferred staffing arrangements for the implementation of the Economic Development Strategic Plan with three different intensity levels – low, medium, and high. These staffing recommendations will indicate action items and roles of staffing members

with examples of different cities, regions or municipalities with a similar size, industry base, budget, and goal.

Thanks to decades of experience in the field of data analysis and economics, the Project Team has deep knowledge of data platforms available to private, public and government institutions. Thus, this phase will not only include recommendations to industry-leading data platforms but will also include recommendations of potential relationships or partnerships to develop with important industry trade groups, academic institutions, private businesses, or individuals. With an already deep set of existing ties between a significant number of businesses and governments in the region, the Project Team is uniquely placed to help form important, long-lasting relationships between Costa Mesa outside groups.

Additional recommendations will be provided regarding the necessary budget to implement the stated tasks and reports as well as recommendations on potential grant programs Costa Mesa should pursue and how the budget for the Economic Development Strategic Plan can be phased into Costa Mesa's General Budget.

Phase 6 – Implementation and Assessment Tools

Based on the data, trends, and analysis performed in Phase 1 of this proposal and in collaboration with City staff, a set matrix of economic and demographic metrics which can be continually updated in order to help the City in tracking, reviewing, and determining the level of success of certain projects or policies. These metrics are to be updated on an ongoing basis so that local economic vitality can be continuously evaluated and better supported if these metrics begin to decline.

Phase 7 – Comprehensive Action Plan List for Costa Mesa

Using the information, data, trend, insights, and assessments in Phase 1, alongside the Economic Benefit Scoring System, potential projects and programs in Costa Mesa will be given scores and aggregated into a Comprehensive Action List, allowing Costa Mesa to prioritize projects and programs on which can provide the largest economic benefit. Each project or program will be evaluated for specific actions needed and assigned scores allowing city staff to easily compared projects and programs to one another and pick those which stand to benefit residents and businesses the most.

Phase 8 – Prosperity Final Action Plan

In order to best market the City's economic development strategies and to maximize understanding of these strategies and their impacts, an infographic-style poster highlighting the most effective strategies, plans and programs to be completed or realized over the next several years will be created. This infographic style poster will be completed in collaboration with a local artist from Costa Mesa, satisfying the "City of Art's Artist Collaboration" requirement. The Project Team sees significant value in hiring and collaborating with an artist local to Costa Mesa as it will bring further uniqueness and local flavor to the final product. Additionally, hiring local workers

and artists not only helps to drive economic activity in the region but helps to amplify artists' voices and exposure. Costa Mesa has an extremely vibrant and innovative art community with unique styles and atmospheres exemplified in developments such as The OC SOCO Mix, the LAB, and the Camp as well as Costa Mesa's Art Walk, which features over 20 pieces for free public art to view around the city. The Project Team looks forward to collaborating with Costa Mesa artists.

Project Timeline/Schedule

City of Costa Mesa's First Economic Development Strategic Plan								
	Project Phases							
	1	2	3	4	5	6	7	8
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								
Week 6								
Week 7								
Week 8								
Week 9								
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Week 39								

Section 3 – Local Preference

The Project Team has significant, deep ties to Costa Mesa and Orange County. Dr. Wallace Walrod has both lived and worked in Irvine for over 25 years and in that time has developed crucial relationships with industry-leading businesses, academic institutions, city and county leaders, and long-time residents. Dr. Robert Kleinhenz currently resides in nearby Long Beach and also has an extensive work history and relationships in the region, including his time as a professor at Cal State Fullerton. Benjamin Palmer was born and raised in Orange County and, despite currently living out-of-state, purchased a home and lived in Costa Mesa’s Mesa Del Mar neighborhood from 2013 to 2020, providing a significant understanding of the city, its many attractions and amenities, as well as some of its weaknesses and pitfalls. Rebecca Alvarez was born and raised in Orange County and currently resides in San Clemente.

Section 4 – Identification of Subcontractors

1) Subcontractor Name: Kleinhenz Economics

Contact Person: Dr. Robert Kleinhenz

Contact Address: P.O. Box 41214, Long Beach CA 90853

Contact Phone Number: 213.925.0221

Contact Email: robert@kleinhenzeconomics.com

2) Subcontractor Name: SEED Consulting

Contact Person: Benjamin Palmer

Contact Address: 69 Malden Street, West Boylston, MA, 01583

Contact Phone Number: 714-393-0487

Contact Email: SEEDConsulting@outlook.com

3) Subcontractor Name: NP Strategies

Contact Person: Rebecca Alvarez

Contact Address: 124 W. Avenida Valencia, San Clemente, CA 92672

Contact Phone Number: (858) 414-7203

Contact Email: ralvarez@npstrategies.org

Section 5 – Insurance

Tech Coast Consulting Group (TCCG) and Dr. Wallace Walrod currently have all the required insurance as outlined in Section 2 of General Instructions and Provisions of the RFP.

Section 6 – Financial Capacity

TCCG's finances are sound with significant reserves, and there is no expectation of future financial conditions such as bankruptcy, litigation, office closures, or mergers. There are no known conditions that will impede TCCG's ability to complete the proposed project.

Section 7 – Disclosure

Nothing to disclose.

Section 8 – Professional Service Agreement

All consultants agree to the terms of the Professional Service Agreement outlined in Appendix B.

**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**



**VENDOR APPLICATION FORM
FOR
RFP No. 22-02 Economic Development Strategic Plan**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: TCCG Tech Coast Consulting Group LLC

Contact Person for Agreement: Dr. Wallace Walrod

Title: Managing Partner

E-Mail Address: wallace@tccg.llc

Business Telephone: (949) 280-5492

Business Fax:

Corporate Mailing Address: 7545 Irvine Center Drive #200

City, State and Zip Code: Irvine, CA, 92618

Contact Person for Proposals: Dr. Wallace Walrod

Title: Managing Partner

E-Mail Address: wallace@tccg.llc

Business Telephone: (949) 280-5492

Business Fax:

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
<u>Dr. Wallace Walrod</u>	<u>Managing Partner</u>	<u>(949) 280-5492</u>
<u>Christine Petersen</u>	<u>Chief Administrator</u>	<u>(949) 280-3924</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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Federal Tax Identification Number: 33-0932336

City of Costa Mesa Business License Number: Will be obtained upon award

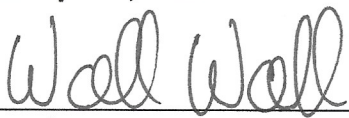
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

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 RFP **22-02 Economic Development Strategic Plan** at any time after **April 5, 2022**.



Signature

Date: 5/2/2022_____

Dr. Wallace Walrod

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

COMPANY PROFILE & REFERENCES

Company Legal Name: TCCG Tech Coast Consulting Group LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): LLC

Active licenses issued by the California State Contractor's License Board:

Business Address: 7545 Irvine Center Drive #200, Irvine, CA 92618

Website Address:

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Length of time the firm has been in business: 25 Years

Length of time at current location: 2 Years

Is your firm a sole proprietorship doing business under a different name: ___Yes
☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 33-0932336

Regular Business Hours: 8:00AM – 5:00PM, Monday through Friday

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Contact person for accounts payable: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Name of Project Manager: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

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: County of Orange, Orange County Workforce Development Board, OC Community Services, Community Investment Division, Orange County Business Council

Contact Name: Jesse Ben-Ron, Vice President, Workforce and Economic Development, Board Member, Orange County Development Board

Contract Amount: Various totaling over \$200,000

Email: jbenron@ocbc.org

Address: 2 Park Plaza, Suite 100, Irvine, CA 92614

Brief Contract Description: As designated by the Board of Supervisors, the Orange County Community Services Division (OCCS) developed the 2019-2023 Orange County Comprehensive Economic Development Strategy (CEDS), which provides important information regarding Orange County's current economic state, demographics, social landscape, and potential strategies to further drive economic growth and activity in the region. It should be noted that Dr. Wallace Walrod, also worked extensively on the previous CEDS reports including the 2008-2013 Orange County CEDS and 2013-2018 Orange County CEDS further highlighting his deep history and experience not only in economic development strategies but also deep history and experience in the region as well.

Company Name: Southern California Association of Governments (SCAG)

Telephone Number: (213) 236-1800

Contact Name: Darin Chidsey, Chief Operating Officer

Contract Amount: \$331,375

Email: Chidsey@scag.ca.gov

Address: 900 Wilshire Blvd, Ste 1700, Los Angeles, CA 90017

Brief Contract Description: SCAG's RDP is a collaborative data sharing and planning system designed to facilitate better planning for cities and counties of all levels across the region as a whole, streamline the process of collecting and integrating data from member agencies to SCAG, and to facilitate transparency and collaboration, locally and regionally, to drive more democratic and sustainable planning. Alongside the SCAG RDP, a number of economic assessment and analysis reports have been produced for SCAG providing them with valuable insights on local, regional, state and national trends and how they may impact the SCAG region.

Company Name: First 5 OC, OC United Waty, TCCG, OC Community Foundation, CalOptima

Telephone Number: (949) 553-4202

Contact Name: Shelley Hoss, President and CEO, OC Community Foundation

Contract Amount: \$75,000

Email: shoss@oc-cf.org

Address: 4041 MacArthur Blvd # 510, Newport Beach, CA 92660

Brief Contract Description: The OC Community Indicators report, first published in 2000, annually tracks and measures Orange County's performance in a variety of areas, from population growth to demographics, household income, economy and employment, education, crime and public safety, and health and wellbeing. The 2021-2022 report gave a portrait of a diverse, thriving county with a high quality of life that makes it a globally desirable destination.

Company Name: Orange County Business Council

Telephone Number: (949) 794-7221

Contact Name: Jesse Ben-Ron, Vice President, Workforce and Economic Development

Contract Amount: \$45,000

Email: jbenron@ocbc.org

Address: 2 Park Plaza, Suite 100, Irvine, CA 92614

Brief Contract Description: Dr. Walrod created the Orange County Business Council's Inside Orange County's Retail Evolution, published in 2018 which examines the spreading e-commerce revolutions effects on the region's retail sector, land use practices, workforce composition, and sales tax base. This report analyzed the current retail industry in the county, the growing e-commerce industry, consumer how various retail technologies have impacted the workforce, how some retail uses have become obsolete, and how to replace those obsolete retail stores and centers with more innovative, mixed-use projects which help to increase workforce housing while maximizing economic benefits.

Company Name: Southern California Partnership for Jobs

Telephone Number: (562) 483-2044

Contact Name: John Hakel, Executive Director

Contract Amount: \$70,000

Email: jhakel@socalworks.org

Address: 2400 E Katella Ave., Ste 570, Anaheim, CA 92806

Brief Contract Description: The Southern California Partnership for Jobs Southern California Construction 2020-2024 Employment Forecast was created by Dr. Walrod and TCCG in collaboration with the Southern California Partnership for Jobs Going beyond Orange County, it examines the past present and future of Construction in the 10-county Southern California region, with an emphasis on the future.

Company Name: MOVE 2030 Steering Committee

Telephone Number: (714) 348-9844

Contact Name: Paul Garza, Jr., Chairman of the Board

Contract Amount: \$20,000

Email: pgarza@garzaconsulting.com

Address: 345 N. Franklin St. Fort Bragg CA 95437

Brief Contract Description: Dr. Wallace Walrod and his team were contracted to identify and analyze industry clusters and potential drivers of economic growth and development within Mendocino County and the four-county region including Mendocino, Sonoma, Humboldt, and Trinity counties. Presented to the MOVE2030 Steering Committee in September 2020, the findings included the identification of detailed industry sectors which could serve to better drive economic growth in the region.

Company Name: City of Huntington Beach

Telephone Number: (714) 536-5271

Contact Name: Ursula Luna-Reynosa, Director of Community Development

Contract Amount: \$25,000

Email: Ursula.lun-reynosa@surfcity-hb.org

Address: 2000 Main Street, Huntington Beach, CA, 92648

Brief Contract Description: Dr. Wallace Walrod and his team were brought on to develop accurate economic and workforce development data, data analytics, indicators and an editable database which provides an assessment of major industry clusters in Huntington Beach. Clusters are regional concentrations of related industries which often provide a number of regional benefits including increased employment growth, strong supply chains, increased investment, and a number of other economic opportunities. As part of this study, local industry clusters were identified using Location Quotients to determine their overall concentration in the region compared to the nation. This analysis helped to better define and understand local and regional specializations and innovative sectors so that they may be better supported and help to further drive economic activity and growth in Huntington Beach.

Company Name: Los Angeles/Orange County Regional Consortium of Community Colleges

Telephone Number: (714) 564-5211

Contact Name: Dr. Jesse Crete, Director

Contract Amount: \$25,000

Email: crete_jesse@rscdd.edu

Address: 2323 N. Broadway, Room 328, Santa Ana, CA 92706

Brief Contract Description: The *OC Strong: Economic and Occupation Projections for Orange County, 2021-2025* was created by Dr. Robert Kleinhenz and Kleinhenz Economics to comprehensively analyze the recent state of the Orange County economy, to develop forecasts of the county's industries, and to identify opportunities for its current and future workforce. The study also provides essential background on the current state of the U.S., California, and Orange County economies, including the impact of the COVID-19 pandemic. OC Strong complements the LAOCRC's four-year Strong Workforce Program Regional Plan for the Orange County community colleges. It also equips the LAOCRC to coordinate more effectively with other regional workforce planning initiatives, particularly those developed by the three Workforce Development Boards in Orange County. Most importantly, it informs community college efforts to successfully plan and implement career education programs to provide the county economy with a capable workforce that is trained for the 21st Century.



**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
NA	NA	NA	NA	NA
		NONE		

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.

Wall Wall

Bidder/Applicant/Proposer

5/2/2022
Date

Cost Proposal

Task	Description	Cost Per Deliverable
1.	Economic Context: An Analysis of Costa Mesa	\$70,000
	a. Overall Analysis	\$20,000
	b. Projections on E-commerce impacts specifically for Costa Mesa	\$5,000
	c. Contextual Analysis	\$5,000
	d. Market & Industry Cluster Analysis	\$15,000
	e. Economic Site Value Index to identify Key Nodes	\$10,000
	f. SWOT Analysis and Competitive Assessment	\$10,000
	g. Economic Benefit Scoring System	\$5,000
2.	A Vibrant Strategic Vision: Strategic vision document	\$20,000
3.	Exploration of Key Economic Studies: Development of key actions/programs	\$30,000
	a. Incentivizing development through intensity bonus programs	\$5,000
	b. Shop Local Incentive Program	\$5,000
	c. Next Steps for the Costa Mesa BAC	\$5,000
	d. City-wide Fiber	\$5,000
	e. Project Specific Economic Benefit Model and Policy	\$10,000
4.	Recommended Economic Best Practices: Development of best practices	\$10,000
5.	Resource Assessment: Recommendations for resources	\$10,000

6.	Implementation and Assessment Tools: Identify tools/indicators	\$10,000
7.	Comprehensive Action Plan List: Costa Mesa-specific action list	\$10,000
8.	Prosperity Action Plan: Draft and final action plan	\$15,000
9.	Outreach, Public Hearings, and Meetings	\$20,000
10.	Artist Collaboration	\$5,000
11.	Travel Cost	\$0
TOTAL		\$200,000

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

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:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- 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.