



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, June 17, 2025

6:00 PM

**City Council Chambers
77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**
4:00 P.M. Closed Session

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

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

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

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

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

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

Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1>

Or sign into Zoom.com and “Join a Meeting”

Enter Webinar ID: 899 8281 2676/ Password: 772583

- If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
- Select “Join Audio via Computer.”
- The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
- During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 899 8281 2676/ Password: 772583

During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

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

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov.

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk’s Office on a flash drive, or mailed to the City Clerk’s Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

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

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

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

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

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

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

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Coats v. City of Costa Mesa
United States District Court, Central Dist. of CA, Case No. 8:24-cv-02337-JVS-JDE
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Jeanie O'Keefe v. City of Costa Mesa
Orange County Superior Court Case No. 30-2024-01443154-CU-PO-CJC
4. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to California Government Code Section 54957(b)(1)
Title: City Manager

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

JUNE 17, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
Interim City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Presentation: Recognition of Golden West League Champions Costa Mesa High School Baseball
2. Presentation: Recognition of CIF Southern Champions Estancia High School Baseball Team

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 25-351 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

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

2. [READING FOLDER](#) [25-352](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Debra Von Trapp.

3. **ADOPTION OF WARRANT RESOLUTION** **25-331**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2736.

Attachments: [1. Summary Check Registration 5-22-2025](#)
[2. Summary Check Registration 5-28-2025](#)
[3. Summary Check Registration 6-5-2025](#)

4. **MINUTES** **25-353**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of May 20, 2025.

Attachments: [1. 05-20-2025 Draft Minutes](#)

5. **TOWING SERVICES CONTRACT** **25-292**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of private vehicles, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:
 - G& W Towing
 - MetroPro Road Services, Inc.
 - Southside Towing
2. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of City owned vehicles and equipment, in an annual amount not-to-exceed \$5,000, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:
 - G& W Towing
 - MetroPro Road Services, Inc.
 - Southside Towing
3. Authorize the City Manager and City Clerk to execute the agreements and future amendments to the agreements.

Attachments: [1. PSA with G&W Towing](#)

6. **PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE 25-327
COLLECTION SERVICES AT CITY FACILITIES**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) with Ware Disposal, Inc., 1035 E. 4th Street, Santa Ana, CA 92701, for a two (2) year agreement and up to three (3) additional one-year term periods for Solid Waste Collection Services at City facilities for a not-to-exceed initial annual cost of \$145,667, and future annual increases equal to or less than the Consumer Price Index (CPI).
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the PSA and any future amendments to the agreement, only if the rate increase is equal to or less than the annual Consumer Price Index (CPI).

Attachments: [1. Bid Results](#)
[2. Proposed PSA with Ware Disposal, Inc.](#)

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

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

NEW BUSINESS:

**1. [ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH 25-234
DISABILITIES GRANT FUNDING - OCTA](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) grant funding in the amount of \$237,600 from Orange County Transportation Authority (OCTA).
2. Authorize a budgetary increase of \$237,600 to be funded by the EMSD grant reimbursements.
3. Increase the annual not-to-exceed amount of the current Professional Services Agreement (PSA) with Orange County Yellow Cooperative, Inc, formerly Cabco Yellow, by \$200,000 for a total annual amount of \$500,000 with an additional 10% contingency.
4. Authorize the Interim City Manager and City Clerk to execute Amendment No. 2 to the PSA and any future changes and amendments to the agreement within Council authorized limits.

Attachments: [1. Award Letter](#)

**2. [PROFESSIONAL SERVICES AGREEMENT WITH HOAG EXECUTIVE 25-273
HEALTH FOR A WELLNESS PROGRAM](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to HOAG Executive Health to provide a wellness program for a five-year term, effective July 1, 2025 - June 30, 2030, for a not to exceed amount of \$150,000 annually.
2. Authorize the City Manager and City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: [1. PSA with HOAG Executive Health](#)

3. [ADOPTION OF THE AGREEMENTS FOR SUCCESSOR 25-338 MEMORANDUM OF UNDERSTANDING \(MOU\) BETWEEN THE CITY OF COSTA MESA \(CITY\) AND THE COSTA MESA POLICE ASSOCIATION \(CMPA\), THE COSTA MESA POLICE MANAGEMENT ASSOCIATION \(CMPMA\), THE COSTA MESA CITY EMPLOYEES ASSOCIATION \(CMCEA\) AND THE CONFIDENTIAL UNIT AND THE ADOPTION OF ACCOMPANYING SALARY RESOLUTIONS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPA (Attachment 1).
2. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPMA (Attachment 2).
3. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMCEA (Attachment 3).
4. Approve and Adopt Resolution Number 2025-20 revising the pay ranges for CMPA (Attachment 4).
5. Approve and Adopt Resolution Number 2025-21 revising the pay ranges for CMPMA (Attachment 5).
6. Approve and Adopt Resolutions Number 2025-22, 2025-23 and 2025-24 revising the pay ranges for CMCEA (Attachments 6, 7 and 8).
7. Approve and Adopt Resolutions Number 2025-25, 2025-26 and 2025-27 revising the pay ranges for the Confidential Unit (Attachments 9, 10 and 11).
8. Approve the Fiscal Impact Analyses (Attachment 12).
9. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the Letters of Agreement documents.

Attachments: [1. CMPA Agreement](#)
[2. CMPMA Agreement](#)
[3. CMCEA Agreement](#)
[4. CMPA Salary Resolution](#)
[5. CMPMA Salary Resolution](#)
[6. CMCEA Salary Resolution July 2025](#)
[7. CMCEA Salary Resolution Jan 2026](#)
[8. CMCEA Salary Resolution Apr 2026](#)
[9. Confidential Salary Resolution July 2025](#)
[10. Confidential Salary Resolution Jan 2026](#)
[11. Confidential Salary Resolution Apr 2026](#)
[12. Fiscal Analyses](#)

4. [DISCUSS THE POSSIBILITY OF ELIMINATING PUBLIC COMMENTS 25-336 VIA ZOOM FOR CITY MEETINGS](#)

RECOMMENDATION:

Per the request of Council Member Gameros', discuss the possibility of eliminating public comments via Zoom for City meetings.

Attachments: [1. OC Cities Public Comments Survey](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-351

Meeting Date: 6/17/2025

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-352

Meeting Date: 6/17/2025

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Debra Von Trapp.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-331

Meeting Date: 6/17/2025

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2736.

BACKGROUND:

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

FISCAL REVIEW:

Funding Payroll Register No. 25-11 On Cycle for \$3,902,565.34, and 25-12 On Cycle for \$3,918,796.67, and City operating expenses for \$4,556,406.49.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
019985	5/20/2025	V	Christopher Yeager	0000029229	05/16/25	(165.00)
Line Description: Bank account closed. Void & re-issue.						
TOTAL						(\$165.00)

(165.00)

152,963.06

708,236.43

843.96

\$

861,878.45

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019994	05/23/25	P	Adam Gardner	0000026309	22.12
			Line Description: CA Robbery Investigators		
019995	05/23/25	P	Candyce McMorris	0000026552	24.00
			Line Description: Canine Handler Update		
019996	05/23/25	P	Christopher Jones	0000026593	20.00
			Line Description: CA Robbery Investigators		
019997	05/23/25	P	Christopher Yeager	0000029229	165.00
			Line Description: 2025 ICSC Conf Adv		
			2025 ICSC Conf Adv		
019998	05/23/25	P	Costa Mesa Employees Association	0000006284	4,716.71
			Line Description: Payroll Deduction 25-11		
019999	05/23/25	P	Costa Mesa Executive Club	0000006286	360.00
			Line Description: Payroll Deduction 25-11		
020000	05/23/25	P	Costa Mesa Firefighters Association	0000001812	9,699.50
			Line Description: Payroll Deduction 25-11		
020001	05/23/25	P	Costa Mesa Police Association	0000001819	6,840.00
			Line Description: Payroll Deduction 25-11		
020002	05/23/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 25-11		
020003	05/23/25	P	Dylan Unger	0000029757	749.00

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Engineer Academy		
020004	05/23/25	P	Eric Molina	0000027834	387.00
			<i>Line Description:</i> Gang Conference		
020005	05/23/25	P	Jack R. Sweeney	0000030173	4,160.00
			<i>Line Description:</i> 3190 E Airport Lp-Jun 2025		
020006	05/23/25	P	Jones Mayer	0000014653	115,555.13
			<i>Line Description:</i> #128830-IT		
			#129257-FDC		
			#129263-Leik		
			#129264-Mood		
			#129255-Coats		
			#129265-Munoz		
			#128850-Rivera		
			#129253-Becker		
			#129258-Harvey		
			#129266-Nasiri		
			#129267-OKeefe		
			#129269-Oshiro		
			#129271-Querry		
			#128823-Finance		
			#128827-Housing		
			#129262-Jahanbin		
			#129270-Percival		
			#129272-Salepour		
			#129273-Schaefer		
			#128824-Fire Dept		
			#128826-Hive Live		
			#128849-Risk Mgnt		
			#129251-Alexander		
			#129259-Hernandez		
			#128815-City Clerk		
			#128848-Public Svc		
			#129250-Abdulmagid		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #129261-Jahanbin 2 #128847-Police Dept #129274-Veramancini #128807-1963 Wallace #128809-227 Messa Dr #128819-City Council #128808-2162 Maple St #128814-City Attorney #128816-City Manaager #128846-Planning Comm #129256-DBO Invest CM #128806-113 Clearbrook #128828-Human Resource #129252-Animal Control #129254-City Clerk PRR #129268-Ohio House LLC #128822-Development Svc #128843-Park & Comm Svc #128818-Code Enforcement #128832-Jamboree Housing #129246-2104 Wallace Ave #129247-374 Woodland Ave #129245-1095 Sea Bluff Dr #129249-544 Bernard Appeal #129260-Insight Psychology #129248-440 Fair Dr/1179 NP #129304-DAlessio Investment		
020007	05/23/25	P	Jordan Kiesz	0000026660	999.00
			<i>Line Description:</i> First Due Ops & Victim		
020008	05/23/25	P	Kevin Reddy	0000020597	987.30
			<i>Line Description:</i> Fire Protection Technology		
020009	05/23/25	P	Mark Geiger	0000020903	1,500.00
			<i>Line Description:</i> Fire Prevention Organization		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
020010	05/23/25	P	Matthew Richie	0000026628	16.00
			<i>Line Description:</i> Adv Roadside Impaired Driv Enf		
020011	05/23/25	P	Maurilio Torres	0000025958	699.20
			<i>Line Description:</i> Fresno Training Symposium		
020012	05/23/25	P	Max Ott	0000031289	24.00
			<i>Line Description:</i> Stanardized Field Sobriety Test		
020013	05/23/25	P	Max Perez	0000031286	493.00
			<i>Line Description:</i> EVOC Conf		
020014	05/23/25	P	Nicholas Muck	0000031290	24.00
			<i>Line Description:</i> Stanardized Field Sobriety Test		
020015	05/23/25	P	Patricia Valdenor	0000030614	16.00
			<i>Line Description:</i> Adv Roadside Imprd Driving Enf		
020016	05/23/25	P	Peace of Mind Financial Consulting Inc	0000029150	4,500.00
			<i>Line Description:</i> Consulting Services May 2025		
020017	05/23/25	P	SHI International Corp	0000016007	223.34
			<i>Line Description:</i> ELECTRONIC EQUIPMENT		
020018	05/23/25	P	Saul Ocampo	0000031291	24.00
			<i>Line Description:</i> Stanardized Field Sobriety Test		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020019	05/23/25	P	Taylor Scavo	0000029682	443.76
Line Description:			Fire Technology		
TOTAL					\$152,963.06

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253586	05/23/25	P	Advantage Color Graphics	0000025397	20,563.78
			Line Description: Spotlight Print-Summer 2025		
0253587	05/23/25	P	Angelica Aragon	0000031296	34,778.10
			Line Description: Final Pymnt Rental Assistance		
			Adv Pymnt Rental Assistance		
			Moving Expense Pymnt		
0253588	05/23/25	P	Cefalia Development	0000031287	25,000.00
			Line Description: Refund Permit EENC-24-0257		
0253589	05/23/25	P	Danielle Joy Moyer	0000031292	40,000.00
			Line Description: Stlmnt-Trip & Fall 3/6/21		
0253590	05/23/25	P	Endemic Environmental Services Inc	0000021277	41,979.00
			Line Description: FP Wetland Maint 4/16-4/30/25		
			FP Wetland Maint 4/1-4/15/25		
			FP Wetland Maint 5/1-5/15/25		
0253591	05/23/25	P	Hilton Costa Mesa	0000013124	15,257.94
			Line Description: ACHIEVEMENT AWARD LUNCHEON		
0253592	05/23/25	P	Interfinish Corporation	0000014766	74,915.00
			Line Description: Carpeting-FS #3 & #5		
0253593	05/23/25	P	Kimley Horn & Associates Inc	0000005251	41,476.54
			Line Description: Signal Imprv		
0253594	05/23/25	P	Merrimac Energy Group	0000021566	16,039.24
			Line Description: Fire Sta 3 Tank Rental		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FS #2 Diesel Fuel Tank 11 FS #5 Diesel Fuel Tank 14 FS #1 Diesel Fuel Tank 10 FS #6 Diesel Fuel Tank 15 CY Diesel Fuel Tank 02		
0253595	05/23/25	P	Vanguard University	0000008496	49,601.71
			Line Description: TOT Ovrpymnt Jun-Jul 22/Jun23		
0253596	05/23/25	P	WLC Architects Inc	0000023955	23,000.00
			Line Description: FS 4 Training Facility FS 4 Training Facility		
0253597	05/23/25	P	West Coast Arborists Inc	0000004498	92,435.00
			Line Description: Tree Maint 4/16-4/30/25		
0253598	05/23/25	P	17th Street Recording Studio	0000031281	1,400.00
			Line Description: Art Crawl Experience-5/24/25		
0253599	05/23/25	P	AT & T	0000001107	165.99
			Line Description: 911 Cama Trunk 5/14-6/13/25		
0253600	05/23/25	P	AT & T	0000001107	3,615.18
			Line Description: Estancia Park Outgoing Trunk Line 800 Mhz Radio Link PD Emergency Line TeWinkle Park Cool Line for PD DRC Alarm IT Computer Room Wakeham Park Smallwood Park		

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> DID Trunk Line		
0253601	05/23/25	P	AVNI Enterprises Inc	0000030676	11,630.07
			<i>Line Description:</i> Parts for Fire Apparatus on an Parts for Fire Apparatus on an Parts for Fire Apparatus Parts for Fire Apparatus on an Parts for Fire Apparatus on an Parts for Fire Apparatus on an		
0253602	05/23/25	P	AY Nursery	0000001142	2,041.86
			<i>Line Description:</i> Trees Purchase		
0253603	05/23/25	P	Alans Lawnmower & Garden Center Inc	0000019220	699.19
			<i>Line Description:</i> Power Tools		
0253604	05/23/25	P	Amtex Manufacturing & Supply Company Inc	0000001038	60.34
			<i>Line Description:</i> Labor for Repair		
0253605	05/23/25	P	Animal Care Equipment & Services	0000005378	3,580.40
			<i>Line Description:</i> Tools for Animal Svc Tools for Animal Svc		
0253606	05/23/25	P	Athletic Field Specialists	0000023215	6,375.00
			<i>Line Description:</i> Turf Application @ City Sports		
0253607	05/23/25	P	BC Traffic Specialist	0000022225	3,432.05
			<i>Line Description:</i> Orange Tric Cornes-Property Tamp No Parking Signs		
0253608	05/23/25	P	Backhaus Dance	0000030728	2,500.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 2024-25 Arts Grant Prog Award		
0253609	05/23/25	P	Beach Housing Partners LP	0000031198	682.00
			Line Description: Rental Assistance-Daniel Noel		
0253610	05/23/25	P	Beau Hossler	0000029714	245.00
			Line Description: Basketball Referee 5/14/25 Basketball Referee 5/19/25		
0253611	05/23/25	P	Bernard King	0000031254	370.00
			Line Description: Rental Assistance-T Evergreen		
0253612	05/23/25	P	Botach Tactical	0000010573	2,736.50
			Line Description: Helmet Lights for SWAT Team		
0253613	05/23/25	P	Brain and Body Music Studio	0000031293	1,000.00
			Line Description: 2024-25 Arts Grant Prog Award		
0253614	05/23/25	P	Braver Players Music Theater Foundation	0000031294	2,250.00
			Line Description: 2024-25 Arts Grant Prog Award		
0253615	05/23/25	P	CBE	0000015149	900.25
			Line Description: Copier Maint 4/5-5/4/25 Copier Maint 4/5-5/4/25 Copier Maint 4/5-5/4/25 Copier Maint 4/5-5/4/25		
0253616	05/23/25	P	California Forensic Phlebotomy Inc	0000001500	3,274.00
			Line Description: Blood Draw Svc-Apr 2025		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253617	05/23/25	P	CityGreen Consulting, LLC	0000030471	6,252.50
			Line Description: SB1383 Consulting Svc-Apr 25		
0253618	05/23/25	P	Costa Mesa Auto Glass	0000010001	120.00
			Line Description: Glass Replmnt & Tinting-#523		
0253619	05/23/25	P	Costa Mesa Lock & Key	0000001817	33.94
			Line Description: Lock & Key Svc		
0253620	05/23/25	P	County of Orange	0000003486	4,454.32
			Line Description: AFIS Fees April 2025		
			Teletype Service April 2025		
0253621	05/23/25	P	Dance 4 Joy Ministries	0000029880	2,250.00
			Line Description: 2024-25 Arts Grants Prog Award		
0253622	05/23/25	P	Dance Arts Academy Foundation	0000031288	2,500.00
			Line Description: 2024-25 Art Grant Prog Award		
0253623	05/23/25	P	Danielle Hanson	0000031206	1,000.00
			Line Description: Poet Laureate Pymnt #1		
0253624	05/23/25	P	Demetrius Mayhand	0000030111	245.00
			Line Description: Basketball Referee 5/14/25		
			Basketball Referee 5/19/25		
0253625	05/23/25	P	Ecolab Pest Elimination	0000024420	1,432.92
			Line Description: Pest Control Svc-Apr 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253626	05/23/25	P	Entenmann Rovin Company	0000002130	239.06
			Line Description: Badge		
0253627	05/23/25	P	Entrust Janitorial LLC	0000030309	1,025.00
			Line Description: Janitorial Svcs @ 3190 Airport		
0253628	05/23/25	P	FleetPride Heavy Duty Parts & Service	0000030911	144.92
			Line Description: ABS Nut Covers		
0253629	05/23/25	P	Florinda Martinez	0000031298	9,192.00
			Line Description: Adv Pymnt Rental Assistance		
0253630	05/23/25	P	Forvis Mazars LLP	0000030847	2,520.00
			Line Description: CITY SCO REPORT		
0253631	05/23/25	P	Galls LLC	0000002297	4,335.44
			Line Description: Duty Bags		
			Uniform-Cordero		
			Uniform-Dehuff		
			Uniform-Barnes		
			Uniform-Davis		
			Uniform-Ceballos		
			NPDES/WQMP Svc-		
0253632	05/23/25	P	Givsum Foundation	0000030729	2,500.00
			Line Description: 2024-25 Art Grant Prog Award		
0253633	05/23/25	P	Grainger	0000002393	2,079.48
			Line Description: Hardware		
			Price Agreement		
			Hardware		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Hardware Tamper Steel Handle Industrial Supplies Pressure Washer Swivel		
0253634	05/23/25	P	Human Resource Time Management LLC	0000031084	5,391.63
			<i>Line Description:</i> Telestaff Trng Telestaff Trng		
0253635	05/23/25	P	Joanna Palacios	0000031297	3,083.50
			<i>Line Description:</i> Moving Expense Pymnt Adv Pymnt Rental Assistance Final Pymnt Rental Assistance		
0253636	05/23/25	P	Jose Linares	0000031299	9,042.00
			<i>Line Description:</i> Adv Pymnt Rental Assitance		
0253637	05/23/25	P	KOA Corporation	0000003129	3,790.00
			<i>Line Description:</i> Adams Ave Bicycle Facility Pr		
0253638	05/23/25	P	Kimball Midwest	0000006819	330.71
			<i>Line Description:</i> Comm Supplies Comm Supplies		
0253639	05/23/25	P	Kitty O'Neill	0000019674	6,100.00
			<i>Line Description:</i> Stlmnt-Property Damage 2/24/25		
0253640	05/23/25	P	Knorr Systems Inc	0000005036	1,088.06
			<i>Line Description:</i> DRC Pool Chemical DRC Pool Chemical		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253641	05/23/25	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	106.68
			Line Description: Water Filtration System-Apr 25		
0253642	05/23/25	P	LN Curtis & Sons	0000002983	8,919.35
			Line Description: SHIPPING		
			SALES TAX (7.75%)		
			VARIOUS FFE		
0253643	05/23/25	P	Langlois Fancy Frozen Foods	0000030651	28.20
			Line Description: Jail Food Services		
0253644	05/23/25	P	Lowes Business Account	0000017688	617.73
			Line Description: General Supplies		
0253645	05/23/25	P	Melad & Associates	0000005068	900.00
			Line Description: Consulting Plan Check Svcs		
0253646	05/23/25	P	MetLife Legal Plans Inc	0000014707	5,154.00
			Line Description: MetLife Legal Premium		
0253647	05/23/25	P	Mike Raahauges Shooting Enterprises	0000006853	115.99
			Line Description: Range Fees for SWAT April2025		
0253648	05/23/25	P	Moore Iacofano Goltsman Inc	0000016407	600.00
			Line Description: FP Master Park Update		
0253649	05/23/25	P	National Data & Surveying Services	0000021249	105.00
			Line Description: Volume&Speed Traffic Counts		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253650	05/23/25	P	National Recreation & Park Association	0000007580	700.00
			Line Description: ANNUAL MEMBERSHIP 24-25		
0253651	05/23/25	P	Nikkis Flags	0000003354	877.09
			Line Description: Variety of Flags used Citywide		
0253652	05/23/25	P	North Net Fire Training Center	0000010984	6,421.51
			Line Description: TRAINING CLASSES		
0253653	05/23/25	P	Ocean Blue Environmental Services Inc	0000013374	7,731.58
			Line Description: Clean-up Fuel Spill at City Ha		
0253654	05/23/25	P	Orchard View Senior LP	0000031199	480.00
			Line Description: Rental Assistance-H Kuhn		
0253655	05/23/25	P	Pacific Chorale	0000025719	2,500.00
			Line Description: 2024-25 Arts Grant Prog Award		
0253656	05/23/25	P	Pacific Plumbing of Southern California	0000030657	288.00
			Line Description: Citywide Plumbing Services		
0253657	05/23/25	P	Pacific Symphony	0000030109	2,500.00
			Line Description: 2024-25 Arts Grants Prog Award		
0253658	05/23/25	P	Parrot Video Services	0000031227	4,500.00
			Line Description: Encode Video to HD		
0253659	05/23/25	P	Pyro Spectaculars Inc	0000029672	12,500.00
			Line Description: Deposit Firework Display 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253660	05/23/25	P	RPW Services Inc	0000012440	2,350.00
		<i>Line Description:</i>	Citywide Weed Control Rodent Control at Community Ga		
0253661	05/23/25	P	Safe Restraints Inc	0000030990	3,518.25
		<i>Line Description:</i>	WRAP Restraint Systems w/Helme		
0253662	05/23/25	P	Scott Fazekas & Associates Inc	0000003961	5,492.81
		<i>Line Description:</i>	Consulting Plan Check Svcs		
0253663	05/23/25	P	Southern California Edison Company	0000004088	532.24
		<i>Line Description:</i>	Prez Park 4/11-5/12/25 410 Merrimac 4/10-5/11/25 401 Broadway 4/15-5/14/25 199 Broadway 4/15-5/14/25 1256 Adams 4/10-5/11/25 2944 Bristol 4/15-5/16/25 2612 Harbor 4/15-5/14/25 360 Ogle 4/10-5/11/25 410 Merrimac 4/10-5/11/25 2783 Bristol 4/16-5/15/25 1040 Paularino 4/16-5/15/25 1071 Bristol 4/17-5/18/25		
0253664	05/23/25	P	Southern California Gas Company	0000004092	707.40
		<i>Line Description:</i>	3175 Airway 4/10-5/9/25		
0253665	05/23/25	P	Sparkletts	0000015725	1,243.29
		<i>Line Description:</i>	Water Delivery Svcs - Parks Water Delivery Svcs - Finance Water Delivery Svcs City Clrk Water Delivery Svcs - HR		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Water Delivers Svcs - Dev. Svc Water Delivery Svcs - Public W Water Delivery Svcs - City Man		
0253666	05/23/25	P	Spectrum Gas Products	0000012653	465.40
			Line Description: Oxygen Medical Oxygen Medical Hydrotest SCBA		
0253667	05/23/25	P	State Controllers Office	0000021803	3,402.48
			Line Description: Annual Audit FY23-24		
0253668	05/23/25	P	State of California Dept of Justice	0000001534	2,128.00
			Line Description: Livescan/Fingerprinting Servic		
0253669	05/23/25	P	Teleflex LLC	0000027253	3,582.69
			Line Description: EZ IO 25MM SALES TAX (7.75%)		
0253670	05/23/25	P	The Art Spread	0000030730	2,000.00
			Line Description: 2024-25 Art Grant Prog Award		
0253671	05/23/25	P	The Briefing Room LLC	0000031240	5,197.58
			Line Description: Online Law Enfmnt Trng Pltfrm		
0253672	05/23/25	P	The Solis Group	0000030649	1,608.00
			Line Description: FS 4 Training Tower Site Imp		
0253673	05/23/25	P	Time Warner Cable	0000011202	34.77
			Line Description: Cable Svs-CMO Comm-Basement Cable Svs-Public Works-Conf Ro		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253674	05/23/25	P	US Bank	0000002228	6,676.62
			Line Description: Payroll 25-09		
0253675	05/23/25	P	Verizon Wireless	0000008717	9,481.55
			Line Description: PD Cell Phones 3/16-4/15/25		
			WIRELESS PHONE CMO 3/18-4/17		
0253676	05/23/25	P	Veronica Murillo	0000031300	1,000.00
			Line Description: Rental Assistance-AM Murillo		
0253677	05/23/25	P	Vulcan Materials Company	0000007403	284.06
			Line Description: Asphalt Potholes Sidewalk Ramp		
			Asphalt		
0253678	05/23/25	P	Wallop Water USA LLC	0000030376	1,244.14
			Line Description: WATER STATION RENTALS		
0253679	05/23/25	P	Waterline Technologies Inc	0000014520	498.40
			Line Description: DRC Pool Treatment		
0253680	05/23/25	P	Yunex LLC	0000029573	10,589.00
			Line Description: Traffic Signal Maint Apr 2025		
TOTAL					\$708,236.43

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253735	05/23/25	P	CalPERS Long-Term Care Program	0000006287	93.96
Line Description: Payroll Deduction 25-11					
0253736	05/23/25	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 25-11					
TOTAL					\$843.96

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020038	05/30/25	P	CDW Government Inc	0000005402	113.68
		Line Description:	PROSUPPORT		
020039	05/30/25	P	Enterprise Rent A Car	0000002131	5,113.48
		Line Description:	Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
020040	05/30/25	P	John Heunemann	0000015992	250.00
		Line Description:	Paramedic License Renewal		
020041	05/30/25	P	Mercy House	0000003138	166,725.15
		Line Description:	CMBS Operations Feb 2025		
020042	05/30/25	P	Robert Rondinella	0000029998	1,336.54
		Line Description:	Fresno Symposium Exp		
			Engineer Academy		
020043	05/30/25	P	Sally Ortiz	0000026155	500.00
		Line Description:	Clothing Allowance 2024-25		
					TOTAL \$174,038.85

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0. *

174,038.85 +
19,668.65 +
5,400. +
777,183.67 +
976,291.17 *

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020020	05/30/25	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay June 25		
020021	05/30/25	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay June 25		
020022	05/30/25	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment June 25		
020023	05/30/25	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay June 25		
020024	05/30/25	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay June 25		
020025	05/30/25	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay June 25		
020026	05/30/25	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay June 25		
020027	05/30/25	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay June 25		
020028	05/30/25	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay June 25		
020029	05/30/25	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment June 25		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020030	05/30/25	P	Kathleen Zuorski	0000025225	504.52
		Line Description: 1% Supplemental Pay June 25			
020031	05/30/25	P	Linda Boylan	0000023340	57.98
		Line Description: 1% Supplemental Pay June 25			
020032	05/30/25	P	Matthew J Collett	0000001720	856.58
		Line Description: 1% Supplemental Pay June 25			
020033	05/30/25	P	Paul A Cappuccilli	0000007705	1,214.50
		Line Description: 1% Supplemental Pay June 25			
020034	05/30/25	P	Phil Dickens	0000005801	511.76
		Line Description: 1% Supplemental Pay June 25			
020035	05/30/25	P	Richard J Johnson	0000005620	1,255.66
		Line Description: 1% Supplemental Pay June 25			
020036	05/30/25	P	Thomas J Lazar	0000002925	1,703.25
		Line Description: 1% Supplemental Pay June 25			
020037	05/30/25	P	William H Bechtel	0000001224	1,622.58
		Line Description: 1% Supplemental Pay June 25			
TOTAL					<u>\$19,668.65</u>

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253681	05/29/25	P	Aaron Davis	0000020908	75.00
		Line Description: 2024 Service Award-5/29/25			
0253682	05/29/25	P	Aaron Thomas	0000005479	400.00
		Line Description: 2024 Service Award-5/29/25			
0253683	05/29/25	P	Adam Gardner	0000026309	50.00
		Line Description: 2024 Service Award-5/29/25			
0253684	05/29/25	P	Alberto Lopez	0000009980	175.00
		Line Description: 2024 Service Award-5/29/25			
0253685	05/29/25	P	Alison Landford	0000031280	50.00
		Line Description: 2024 Service Award-5/29/25			
0253686	05/29/25	P	Amanda Koh	0000011261	175.00
		Line Description: 2024 Service Award-5/29/25			
0253687	05/29/25	P	Andrew Harris	0000021289	75.00
		Line Description: 2024 Service Award-5/29/25			
0253688	05/29/25	P	Anna Dolewski	0000010944	300.00
		Line Description: 2024 Service Award-5/29/25			
0253689	05/29/25	P	Bang Le	0000009383	175.00
		Line Description: 2024 Service Award-5/29/25			
0253690	05/29/25	P	Carlos Avila	0000029063	75.00
		Line Description: 2024 Service Award-5/29/25			

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253691	05/29/25	P	Carlos Diaz	0000013277	175.00
			Line Description: 2024 Service Award-5/29/25		
0253692	05/29/25	P	Daniel Guth	0000011586	200.00
			Line Description: 2024 Service Award-5/29/25		
0253693	05/29/25	P	Daniel Holl	0000023321	50.00
			Line Description: 2024 Service Award-5/29/25		
0253694	05/29/25	P	Daniel Inloes	0000023442	50.00
			Line Description: 2024 Service Award-5/29/25		
0253695	05/29/25	P	David Frankle	0000025471	50.00
			Line Description: 2024 Service Award-5/29/25		
0253696	05/29/25	P	David Kearley	0000007969	175.00
			Line Description: 2024 Service Award-5/29/25		
0253697	05/29/25	P	David Sevilla	0000021387	175.00
			Line Description: 2024 Service Award-5/29/25		
0253698	05/29/25	P	Derek Hembree	0000021319	100.00
			Line Description: 2024 Service Award-5/29/25		
0253699	05/29/25	P	Eduardo Avila	0000012864	100.00
			Line Description: 2024 Service Award-5/29/25		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253700	05/29/25	P	Eliasar Maldonado	0000016255	100.00
			Line Description: 2024 Service Award-5/29/25		
0253701	05/29/25	P	Elizabeth Palacio	0000029064	75.00
			Line Description: 2024 Service Award-5/29/25		
0253702	05/29/25	P	Emilio Soto	0000025873	50.00
			Line Description: 2024 Service Award-5/29/25		
0253703	05/29/25	P	Gary Lilly	0000016366	100.00
			Line Description: 2024 Service Award-5/29/25		
0253704	05/29/25	P	Gregory Gonzalez	0000031279	50.00
			Line Description: 2024 Service Award-5/29/25		
0253705	05/29/25	P	Hua Yang	0000009182	175.00
			Line Description: 2024 Service Award-5/29/25		
0253706	05/29/25	P	Isidro Gallardo	0000023332	50.00
			Line Description: 2024 Service Award-5/29/25		
0253707	05/29/25	P	Jeremy Hermes	0000025637	50.00
			Line Description: 2024 Service Award-5/29/25		
0253708	05/29/25	P	Jerry Souza	0000004109	200.00
			Line Description: 2024 Service Award-5/29/25		
0253709	05/29/25	P	Jesse Chartier	0000023836	50.00
			Line Description: 2024 Service Award-5/29/25		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253710	05/29/25	P	Jian Liu	0000013898	100.00
		Line Description: 2024 Service Award-5/29/25			
0253711	05/29/25	P	John Heunemann	0000015992	100.00
		Line Description: 2024 Service Award-5/29/25			
0253712	05/29/25	P	Jonathan Smith	0000023435	100.00
		Line Description: 2024 Service Award-5/29/25			
0253713	05/29/25	P	Jose Gutierrez	0000026115	50.00
		Line Description: 2024 Service Award-5/29/25			
0253714	05/29/25	P	Josef Saar	0000024012	50.00
		Line Description: 2024 Service Award-5/29/25			
0253715	05/29/25	P	Joseph Carboni	0000024422	50.00
		Line Description: 2024 Service Award-5/29/25			
0253716	05/29/25	P	Joshua Kuo	0000010901	175.00
		Line Description: 2024 Service Award-5/29/25			
0253717	05/29/25	P	Lidian Estecoc	0000020283	100.00
		Line Description: 2024 Service Award-5/29/25			
0253718	05/29/25	P	Maria Duarte	0000023424	100.00
		Line Description: 2024 Service Award-5/29/25			

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253719	05/29/25	P	Marian Stueve	0000003509	100.00
			Line Description: 2024 Service Award-5/29/25		
0253720	05/29/25	P	Marie Norman	0000030829	50.00
			Line Description: 2024 Service Award-5/29/25		
0253721	05/29/25	P	Mark Perkins	0000023756	50.00
			Line Description: 2024 Service Award-5/29/25		
0253722	05/29/25	P	Matthew Andersen	0000019955	100.00
			Line Description: 2024 Service Award-5/29/25		
0253723	05/29/25	P	Matthew Pallo	0000002424	100.00
			Line Description: 2024 Service Award-5/29/25		
0253724	05/29/25	P	Philip Storey	0000020904	75.00
			Line Description: 2024 Service Award-5/29/25		
0253725	05/29/25	P	Ramon Hernandez	0000024528	50.00
			Line Description: 2024 Service Award-5/29/25		
0253726	05/29/25	P	Robert Gonzalez	0000024196	50.00
			Line Description: 2024 Service Award-5/29/25		
0253727	05/29/25	P	Robert Ryan	0000025275	50.00
			Line Description: 2024 Service Award-5/29/25		
0253728	05/29/25	P	Rosemary Nielsen	0000022862	50.00
			Line Description: 2024 Service Award-5/29/25		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253729	05/29/25	P	Ruth Wang	0000022170	50.00
		Line Description: 2024 Service Award-5/29/25			
0253730	05/29/25	P	Scott Fenton	0000019995	100.00
		Line Description: 2024 Service Award-5/29/25			
0253731	05/29/25	P	Soraya Julian	0000018089	75.00
		Line Description: 2024 Service Award-5/29/25			
0253732	05/29/25	P	Steve Ely	0000029457	50.00
		Line Description: 2024 Service Award-5/29/25			
0253733	05/29/25	P	Tobias Cenicerros	0000031278	50.00
		Line Description: 2024 Service Award-5/29/25			
0253734	05/29/25	P	Vijay Chawla	0000025171	50.00
		Line Description: 2024 Service Award-5/29/25			
TOTAL					\$5,400.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253737	05/30/25	P	Admin Sure Inc	0000021568	17,653.00
			Line Description: Wkrs Comp Admin Fee-Apr 25		
0253738	05/30/25	P	All City Management Services Inc	0000009480	18,086.19
			Line Description: Schl Crsng Guard 4/13-4/26/25		
0253739	05/30/25	P	AssetWorks Inc	0000020210	30,065.73
			Line Description: Upgrade FS #2 Pedestal FleetFocus Software Maint		
0253740	05/30/25	P	BrightView Landscape Services Inc	0000026055	221,553.89
			Line Description: Back Flow Repair@Various Lctn Maint Svc-Apr 2025 Back Flow Repair@Lions Pk		
0253741	05/30/25	P	Circuit Transit Inc	0000031174	40,094.58
			Line Description: Transit Operation-Apr 2025		
0253742	05/30/25	P	Community Works Design Group, LLC	0000030548	21,198.84
			Line Description: Shalimar Pk Expansion Shalimar Pk Expansion		
0253743	05/30/25	P	Dudek	0000011416	46,216.89
			Line Description: Housing Element Rezoning-Apr25		
0253744	05/30/25	P	Families Forward Inc	0000024105	55,538.27
			Line Description: Homeless Prevention Prog Homeless Prevention Prog Homeless Prevent Prog		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253745	05/30/25	P	Newport Mesa Unified School District	0000003339	35,112.24
		<i>Line Description:</i>	Developer Fee-Sep 23 Developer Fee-Oct 23 Developer Fee-Dec 23 Developer Fee-Nov 23		
0253746	05/30/25	P	Priceless Pet Rescue	0000026000	40,000.00
		<i>Line Description:</i>	Animal Shelter May 2025		
0253747	05/30/25	P	WLC Architects Inc	0000023955	28,312.50
		<i>Line Description:</i>	FS #1 HVAC Imprv-Apr 2025 FS#2 Recstn-Apr 2025		
0253748	05/30/25	P	Ware Disposal Inc	0000000255	19,058.24
		<i>Line Description:</i>	Bulky Item-May 25 May 25 City Facilities		
0253749	05/30/25	P	Wittman Enterprises LLC	0000026639	16,859.00
		<i>Line Description:</i>	Ambulance Billing Apr 2025		
0253750	05/30/25	P	ARC	0000022726	5,018.86
		<i>Line Description:</i>	Recognition Cert Holders ISCS Conf Promo Items FD Annual Report Planning Dept Posters FoamCore Zero Tolerance Poster Sign Repair Report Pads-Trnspt ICSC Postcards		
0253751	05/30/25	P	AT & T	0000001107	127.69
		<i>Line Description:</i>	Internet-Fleet Svs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253752	05/30/25	P	AT & T	0000001107	1,844.20
			Line Description: Local Usage 2310 Placentia Irrigation Fire Sta#1 Fire Alarm System Lions Park Senior Center Elevator Balearic Center Fax Sr Ctr Fire Alarm		
0253753	05/30/25	P	AT&T Mobility LLC	0000030878	925.52
			Line Description: CMFRMCT Broadband 3/27-4/26/25		
0253754	05/30/25	P	Advanced Wealth Management	0000031301	100.00
			Line Description: Refund Rec Dep 2008896-002		
0253755	05/30/25	P	Aetna	0000028711	275.00
			Line Description: Refund Ambulance Fee		
0253756	05/30/25	P	Aidan Teeger	0000031313	275.00
			Line Description: Refund Ambulance Fee		
0253757	05/30/25	P	Allen Stein	0000031311	91.10
			Line Description: Refund Ambulance Fee		
0253758	05/30/25	P	Angel Auto Spa LLC	0000027465	4,011.51
			Line Description: City Car Wash-Apr 2025 PD Car Wash-Apr 2025		
0253759	05/30/25	P	Ashley Cifentes	0000031307	118.20
			Line Description: Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253760	05/30/25	P	BCS Consultants	0000029856	1,200.00
			Line Description: LABOR		
0253761	05/30/25	P	Beazley Security LLC	0000031231	5,000.00
			Line Description: NETWORK SECURITY SERVICES		
0253762	05/30/25	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-May 25		
0253763	05/30/25	P	Blue Cross of California	0000005329	3,126.59
			Line Description: Refund Ambulance Fee		
0253764	05/30/25	P	Blue Shield of California	0000028683	247.09
			Line Description: Refund Ambulance Fee		
			Refund Ambulance Fee		
			Refund Ambulance Fee		
0253765	05/30/25	P	Brent Ducoing	0000031320	12,500.00
			Line Description: Refund Permit EENC-23-0207		
0253766	05/30/25	P	Bureau Veritas North America Inc	0000016616	734.14
			Line Description: Fire Plan Review		
0253767	05/30/25	P	CSG Consultants Inc	0000001887	4,484.46
			Line Description: Fire Plan Review-Apr 2025		
			Bldg Plan Review-Apr 2025		
0253768	05/30/25	P	Chad Engle	0000031318	1,312.30
			Line Description: Refund Permit BPCR-25-0142		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253769	05/30/25	P	Chandlers Air Conditioning & <i>Line Description:</i> Property Walk in Freezr Repair	0000001640	844.03
0253770	05/30/25	P	Cigna <i>Line Description:</i> Refund Ambulance Fee Refund Ambulance Fee	0000028713	814.44
0253771	05/30/25	P	Cintas Corporation #640 <i>Line Description:</i> Kitchen Cleaning Supply-Apr 25 Kitchen Cleaning Supply-Feb 25 Kitchen Cleaning Supply-Mar 25	0000023262	987.85
0253772	05/30/25	P	CoreLogic Information Solutions Inc <i>Line Description:</i> Property Related Rpt-Apr 25	0000004774	5.45
0253773	05/30/25	P	Costa Mesa Auto Glass <i>Line Description:</i> Tint-Union #350	0000010001	186.92
0253774	05/30/25	P	Costa Mesa Lock & Key <i>Line Description:</i> Padlocks Service Call @ FS #4	0000001817	364.60
0253775	05/30/25	P	County of Orange <i>Line Description:</i> Radio Repair Jan 2025	0000003486	139.00
0253776	05/30/25	P	County of Orange Health Care Agency <i>Line Description:</i> CUPA Anniversary FY 25-25 Solid Waste FY 23-24 Q4	0000003488	3,725.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253777	05/30/25	P	Daniel McMullen	0000031308	528.53
			Line Description: Refund Ambulance Fee		
0253778	05/30/25	P	Daniels Tire Service	0000001922	1,385.97
			Line Description: Disposal of Used Tires		
			Warehouse Automotive Stock		
			Warehouse Stock		
0253779	05/30/25	P	Dero	0000027022	3,426.92
			Line Description: Custom Bicycle Style Bike Rack		
0253780	05/30/25	P	ECKERSALL LLC	0000025412	1,210.00
			Line Description: GIS Analyst-Apr 2025		
0253781	05/30/25	P	Ecolab Pest Elimination	0000024420	617.04
			Line Description: Pest Control Svc Parks May-Jul		
0253782	05/30/25	P	Evident Inc	0000026588	665.58
			Line Description: Knife & Rifle Boxes-Property		
0253783	05/30/25	P	FALCK MOBILE HEALTH CORP.	0000019807	1,425.00
			Line Description: Surge unit-Apr 2025		
0253784	05/30/25	P	Federal Technology Solutions Inc	0000024174	624.06
			Line Description: 2nd FI IDF Repair		
0253785	05/30/25	P	Fehr & Peers	0000027516	7,350.00
			Line Description: VMT & TIA Guidelines Update		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253786	05/30/25	P	First Choice Service	0000023961	1,437.72
		<i>Line Description:</i>	Coffee & Water Svc-4/2/25 Coffee & Water Svc-4/16/25 Coffee & Water Svc- 4/28/25 Coffee & Water Svc-4/2/25		
0253787	05/30/25	P	Fritz Howser	0000010483	12,600.00
		<i>Line Description:</i>	Refund Permit EENC-24-0823		
0253788	05/30/25	P	Grainger	0000002393	134.33
		<i>Line Description:</i>	Shop Tool		
0253789	05/30/25	P	Hirsch Pipe & Supply Company Inc	0000026475	1,884.14
		<i>Line Description:</i>	Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0253790	05/30/25	P	Hoskins Equipment LLC	0000029705	1,282.15
		<i>Line Description:</i>	Inspection of Vertical Lifts		
0253791	05/30/25	P	Humana	0000028692	322.88
		<i>Line Description:</i>	Refund Ambulance Fee		
0253792	05/30/25	P	ITZEN Architects Inc	0000030962	6,440.00
		<i>Line Description:</i>	Communication Cntr Feb-Apr 25		
0253793	05/30/25	P	Iker Raul Bustamante Yadiz	0000031316	30.00
		<i>Line Description:</i>	Refund Purged Letter Req		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253794	05/30/25	P	Interwest Consulting Group Inc	0000021505	557.50
			Line Description: Plan Review-Mar 2025		
0253795	05/30/25	P	Jacob Yashar	0000028450	156.80
			Line Description: Refund Ambulance Fee		
0253796	05/30/25	P	James Snordan	0000029974	157.50
			Line Description: Basketball Officer 5/22/25		
0253797	05/30/25	P	James Young	0000031305	1,520.29
			Line Description: Refund Ambulance Fee		
0253798	05/30/25	P	Julie Williamson	0000031304	1,520.29
			Line Description: Refund Ambulance Fee		
0253799	05/30/25	P	Kimball Midwest	0000006819	304.80
			Line Description: Shop Supplies		
0253800	05/30/25	P	Ky Dang	0000031314	184.67
			Line Description: Refund Ambulance Fee		
0253801	05/30/25	P	Langlois Fancy Frozen Foods	0000030651	254.50
			Line Description: Jail Food Services		
0253802	05/30/25	P	Laurie Wippler	0000031309	67.71
			Line Description: Refund Ambulance Fee		
0253803	05/30/25	P	Linda Susan Bent	0000031319	500.00
			Line Description: Refund Permit PLUE-24-0091		

[illegible]

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253809	05/30/25	P	May Kelly	0000031310	100.00
			Line Description: Refund Ambulance Fee		
0253810	05/30/25	P	Memorial Health Services	0000030462	521.18
			Line Description: Refund Ambulance Fee		
0253811	05/30/25	P	Michael Anthony	0000031303	414.00
			Line Description: Refund Ambulance Fee		
0253812	05/30/25	P	Michael E Raneses	0000027496	1,140.00
			Line Description: Hearing Officer Srvs for Dates		
0253813	05/30/25	P	Nutrien AG Solutions Inc	0000026392	605.00
			Line Description: Soil Tests @ City Parks		
0253814	05/30/25	P	Orange County Mosquito & Vector Control	0000021750	268.20
			Line Description: Inspection&Treatment FVP Apr25		
0253815	05/30/25	P	Patrick Ryan	0000031306	167.38
			Line Description: Refund Ambulance Fee		
0253816	05/30/25	P	Priority Landscape Services LLC	0000026592	3,968.00
			Line Description: Fairview Park Landscape Apr25		
0253817	05/30/25	P	Pro-gard Products LLC	0000031239	2,766.06
			Line Description: Pro-Straint Restraint Chair w/		
0253818	05/30/25	P	Prudential Overall Supply	0000025480	396.40
			Line Description: PD Towel Svc-Apr 2025		

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253819	05/30/25	P	Robert Hindin & Associates Iolta	0000031312	269.10
			<i>Line Description:</i> Refund Ambulance Fee		
0253820	05/30/25	P	SVT Fleet-Anaheim	0000030535	819.74
			<i>Line Description:</i> 523-Radiator		
0253821	05/30/25	P	Serving People In Need Inc	0000003992	13,960.10
			<i>Line Description:</i> Rental Assistance-May CDBG-CV		
0253822	05/30/25	P	Sims Orange Welding Supply Inc	0000004030	106.03
			<i>Line Description:</i> Shop-Welding Supplies		
0253823	05/30/25	P	Southern California Edison Company	0000004088	3,192.06
			<i>Line Description:</i> FS#1 4/22-5/20/25		
			555 1/2 Paularino 4/23-5/21/25		
			2704 Harbor 4/22-5/20/25		
			Medians 3/7-5/12/25		
			735 Baker 4/22-5/20/25		
			867 Prospect 4/23-5/21/25		
			3120 Manistee 4/23-5/21/25		
			2917-3171 RedHill 4/17-5/18/25		
0253824	05/30/25	P	Southern California Gas Company	0000004092	5,105.21
			<i>Line Description:</i> Comm 4/22-5/21/25		
			717 James 4/21-5/20/25		
			721 James 4/21-5/20/25		
			DRC 4/21-5/20/25		
			Sr Ctr 4/21-5/20/25		
			Pool 4/21-5/20/25		
			NHCC 4/21-5/20/25		
			FS#2 4/23-5/22/25		
			FS#5 4/22-5/21/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 567 W 18th CrctC 1/21-5/20/25 FS#3 4/21-5/20/25 FS#4 4/22-5/21/25 PD 4/22-5/21/25 2300 Placentia 2 4/22-5/21/25 2310 Placentia 4/22-5/21/25		
0253825	05/30/25	P	Southern California Shredding Inc	0000025605	205.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services		
0253826	05/30/25	P	State of California Dept of Justice	0000001534	1,922.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0253827	05/30/25	P	Talimar Systems Inc	0000025939	989.83
			<i>Line Description:</i> Office Furniture for Dev. Svcs		
0253828	05/30/25	P	Teddy Andersen	0000031317	30.00
			<i>Line Description:</i> Refund Permit HDL-38768		
0253829	05/30/25	P	The Code Group Inc	0000025073	797.92
			<i>Line Description:</i> Consulting Svcs Provided		
0253830	05/30/25	P	The Max John Handy	0000031302	156.80
			<i>Line Description:</i> Refund Ambulance Fee		
0253831	05/30/25	P	The Sayler Group Corp	0000030033	4,608.00
			<i>Line Description:</i> Trash & Debris Removal Caltran		
0253832	05/30/25	P	Third Wave Corporation	0000025874	12,658.00
			<i>Line Description:</i> ITSP CONSULTING		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253833	05/30/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
			Line Description: Gant Qritings & Legislative Co		
0253834	05/30/25	P	Transtech Engineers Inc	0000026910	6,984.00
			Line Description: On-Call Support for Dev Review		
0253835	05/30/25	P	Tripepi Smith & Assoices Inc	0000029704	390.00
			Line Description: Communications Support for Bus		
0253836	05/30/25	P	US Bank	0000002228	7,042.16
			Line Description: Payroll 25-10		
0253837	05/30/25	P	UniFirst Holdings Inc	0000030616	71.40
			Line Description: CLEANING SERVICE		
0253838	05/30/25	P	United Rentals (North America), Inc	0000010121	676.04
			Line Description: Concrete Mix and Mixer Rental		
			Concrete Mix and Mixer Rental		
0253839	05/30/25	P	Verizon Wireless	0000008717	4,979.19
			Line Description: Subnet Broadband 3/18-4/17/25		
0253840	05/30/25	P	Vulcan Materials Company	0000007403	473.71
			Line Description: Asphalt Pothole Sidewalk Ramps		
			Asphalt Pothole Sidewalk Ramps		
0253841	05/30/25	P	Wex Bank	0000014258	1,747.36
			Line Description: Fuel 4/7-5/6/25		

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
					TOTAL \$777,183.67

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTINGPage No. 1
Run Date Jun 05,2025
Run Time 11:50:03 AMBank: CITY
Cycle: AMNUAL

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0253163	6/4/2025	V	Frieda Stein	0000030454	04/23/25	(497.19)
			Line Description: Check lost.			
					TOTAL	(\$497.19)

2,322,038.78
843.96
395,851.32
(497.19)

\$ 2,718,236.87

End of Report

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253842	06/06/25	P	911 Vehicle	0000020861	18,814.77
		Line Description:	OUTFITTING TRAIL BOSS SALES TAX (7.75%)		
0253843	06/06/25	P	Bound Tree Medical LLC	0000011695	28,506.52
		Line Description:	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0253844	06/06/25	P	Bracken's Kitchen Inc	0000029468	57,943.41
		Line Description:	CMBS Meal Svc 3/24-4/6/25 CMBS Meal Svc 3/10-3/25/25 CMBS Meal Svc 4/7-4/20/25		
0253845	06/06/25	P	CADD Microsystems Inc	0000029581	17,389.00
		Line Description:	BLUEBEAM COMPLETE RENEWAL STANDARD CERTIFED HELPDESK BLUEBEAM RENEWAL STUDIO PRIME BLUEBEAM REVU EXTREME TO COMPL BLUEBEAM REVU OPEN LICENSING T BLUEBEAM REVU STANDARD TO COMP		
0253846	06/06/25	P	CALIBA INC	0000030848	158,283.79
		Line Description:	Retention Proj#23-04/#210013 FS#\$ Fac Imprv Proj #23-04		
0253847	06/06/25	P	Community Works Design Group, LLC	0000030548	17,509.50

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Shalimar Pk Expsn-Nov 2024		
0253848	06/06/25	P	Dell Computer Corp	0000001962	27,426.24
			Line Description: ENVIRONMENTAL FEE SALES TAX (7.75%) DELL PRECISION WORKSTATION 569		
0253849	06/06/25	P	Jose Linares	0000031299	32,650.00
			Line Description: Final Pymnt Rental Assistance Final Pymnt Moving Expenses		
0253850	06/06/25	P	Kimley Horn & Associates Inc	0000005251	29,223.90
			Line Description: Safet Route to School 4/30/25		
0253851	06/06/25	P	LINA	0000015623	37,296.36
			Line Description: LTD Ins Prem Jun 2025 Retiree Life June 2025 Voluntary Life Ins Jun 2025 Active Life/AD&D Prem Jun 25 NYL Admin Fees Apr 2025		
0253852	06/06/25	P	Lyons Security Service Inc	0000027168	30,772.50
			Line Description: 24 Hr Lyons Security of Lions Security Srvs Whittier May 25 Security Srvs Wilson May 2025 Security Srvs Rea May 2025		
0253853	06/06/25	P	Metrocell Construction Inc	0000000799	105,969.55
			Line Description: Retention Payable Proj 24-01 Proj #24-01 HVAC Improvements		
0253854	06/06/25	P	Michael Baker International Inc	0000024229	18,650.00

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Consulting Srvs Hive Live Proj Consulting Srvs		
0253855	06/06/25	P	Newport Mesa Unified School District	0000003339	20,490.40
			<i>Line Description:</i> Developer Fee-Jan 2024 Developer Fee-Feb 2024 Developer Fee-Mar 2024		
0253856	06/06/25	P	Occu Med	0000003388	17,422.85
			<i>Line Description:</i> Pre-Employment Medical Pre-Employment Medical Pre-Employment Medical		
0253857	06/06/25	P	Onward Engineering	0000003212	19,584.00
			<i>Line Description:</i> Prof Eng Design Srvs Adams Ave		
0253858	06/06/25	P	Onyx Paving Company Inc	0000031101	1,160,453.32
			<i>Line Description:</i> Proj #24-03 Street Rehab Retention Payable Proj 24-03		
0253859	06/06/25	P	Pinnacle Petroleum, Inc	0000029315	24,331.28
			<i>Line Description:</i> PD Unleaded Fuel Tank #7		
0253860	06/06/25	P	SCA of CA, LLC	0000029971	123,927.87
			<i>Line Description:</i> Street Sweeping-May 2025 BusShelter PressureWash-May25		
0253861	06/06/25	P	Santa Ana Unified School District	0000031256	15,025.14
			<i>Line Description:</i> Developer Fees-Aug 2024		
0253862	06/06/25	P	Wittman Enterprises LLC	0000026639	15,709.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: May 2025		
0253863	06/06/25	P	Wyatt Lin	0000031323	26,638.40
			Line Description: Refund Permit MQ-21-0031 Refund Permit PA-22-25		
0253864	06/06/25	P	Yunex LLC	0000029573	31,630.12
			Line Description: Sinal Response Call Out-Apr25 Nwprt/22nd Sinal Hit Traffic Signal Maintenance Svc Traffic Signal Maintenance Svc Newport & Del Mar- Signal Mete 19th & Pomona-PPB Knockdown		
0253865	06/06/25	P	32nd District Agricultural Assn	0000003432	266.00
			Line Description: Officer Training		
0253866	06/06/25	P	3SI Security Systems Inc	0000025001	1,800.00
			Line Description: Tracker Svc 3/1/25-2/28/26 Device Recoveryv7/1/24-6/30/25		
0253867	06/06/25	P	A & A Wiping Cloth Inc	0000018633	2,844.60
			Line Description: Warehouse Stock		
0253868	06/06/25	P	AT & T	0000001107	107.00
			Line Description: Internet-Skate Park Camera		
0253869	06/06/25	P	Advanced Fire Control	0000023817	2,400.00
			Line Description: TRAINING COURSE		
0253870	06/06/25	P	Air Exchange Inc	0000024177	2,666.82

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Warehouse Stock		
0253871	06/06/25	P	Alans Lawnmower & Garden Center Inc	0000019220	166.79
			<i>Line Description:</i> Equipment Repair		
0253872	06/06/25	P	Allstar Fire Equipment Inc	0000000986	11,710.66
			<i>Line Description:</i> RUBBISH HOOK		
			SALES TAX (7.75%)		
			SHIPPING		
			SALES TAX (7.75%)		
			SHIPPING		
			KEY HOSE		
			Fire Helmets		
			SCBA EQUIPMENT REPAIRS		
			SCBA EQUIPMENT REPAIRS		
			SALES TAX (7.75%)		
			CYLINDERS		
0253873	06/06/25	P	American Alarm Systems Inc	0000008900	430.00
			<i>Line Description:</i> BCC Service Call-3/24/25		
			Historical Soc SvcCall-3/18/25		
0253874	06/06/25	P	Amtech Elevator Services	0000013616	1,600.00
			<i>Line Description:</i> CH Elevator Main-Jun 2025		
0253875	06/06/25	P	Angel Auto Spa LLC	0000027465	3,388.66
			<i>Line Description:</i> PD Car Wash-May 2025		
			City Car Wash-May 2025		
0253876	06/06/25	P	Anomaly Squared	0000030491	1,166.15
			<i>Line Description:</i> Call Center Svc-May 25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253877	06/06/25	P	Ardurra Group, Inc.	0000030147	3,240.00
			Line Description: I-405 Transprt'n, Eng Svc-Mar25		
0253878	06/06/25	P	Beau Hossler	0000029714	105.00
			Line Description: Basketball Referee 5/28/25		
0253879	06/06/25	P	Bee Busters Inc	0000007572	1,765.00
			Line Description: Swarm Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Swarm Abatement		
			Swarm Abatement		
			Swarm Abatement		
			Swarm Abatement		
			Swarm Abatement		
0253880	06/06/25	P	CAPF	0000004755	2,537.00
			Line Description: Firefighter LTD-Jun 2025		
0253881	06/06/25	P	CBE	0000015149	23.85
			Line Description: Copier Maint 4/5-5/4/25		
			Copier Maint 4/20-5/		
0253882	06/06/25	P	CLEA	0000004754	3,680.00
			Line Description: Police Office LTD-Jun 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253883	06/06/25	P	CM/CE	0000026894	1,399.00
			Line Description: James St Proj Oct-Dec 2024		
0253884	06/06/25	P	Carl Warren & Company	0000001578	720.30
			Line Description: Subrogation Fee		
0253885	06/06/25	P	Carrie Menendez	0000030799	500.00
			Line Description: Refund Rec Dep 2008894.002		
0253886	06/06/25	P	Centrum Sound Systems	0000031246	2,512.46
			Line Description: SALES TAX (7.75%) FM SYSTEM		
0253887	06/06/25	P	Chandlers Air Conditioning &	0000001640	1,205.93
			Line Description: Qtrly Maint Property Equipment Property Refreiger Maint		
0253888	06/06/25	P	City Net	0000029222	6,133.70
			Line Description: Street Outreach-Apr 2025		
0253889	06/06/25	P	Community Catalyst	0000030590	14,000.00
			Line Description: Consulting Svc-CAAP Proj		
0253890	06/06/25	P	Continental Interpreting Services Inc	0000024355	1,300.00
			Line Description: City Council Mtng Interpreting City Council Mtng Interpreting		
0253891	06/06/25	P	Costa Mesa Auto Glass	0000010001	677.12
			Line Description: Window Repair-#782		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253892	06/06/25	P	Costa Mesa High School Boosters	0000023959	500.00
			Line Description: Refund Rec Dep 2008899.002		
0253893	06/06/25	P	County of Orange District Attorney	0000003484	275.58
			Line Description: Prosecution Apr-June 2023		
0253894	06/06/25	P	Daniels Tire Service	0000001922	924.63
			Line Description: Used Tire Pick up & Disposal Warehouse Stock		
0253895	06/06/25	P	Daughters of the American Revolution	0000030757	500.00
			Line Description: Refumd Rec Dep 2008891.002		
0253896	06/06/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	557.53
			Line Description: FD Plan Check Svs-May 2025		
0253897	06/06/25	P	Dooley Enterprises Inc	0000002026	13,070.08
			Line Description: Practice Ammo for Officers & R		
0253898	06/06/25	P	ECKERSALL LLC	0000025412	3,313.75
			Line Description: GIS Analyst 5/1-5/15/25 GIS Analyst 5/16-5/31/25		
0253899	06/06/25	P	Ecolab Pest Elimination	0000024420	1,432.92
			Line Description: Pest Control Svc-May 2025		
0253900	06/06/25	P	Endemic Environmental Services Inc	0000021277	14,148.75
			Line Description: FP Wetland maint 5/16-5/31/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253901	06/06/25	P	Environmental Science Associates	0000024040	7,344.00
		<i>Line Description:</i>	Bear St MND Peer Reivew-Mar25 Bear St MND Peer Review-Apr 25		
0253902	06/06/25	P	FALCK MOBILE HEALTH CORP.	0000019807	7,725.00
		<i>Line Description:</i>	Surge Unit-Jan 2025		
0253903	06/06/25	P	FM Thomas Air Conditioning Inc	0000017151	8,480.48
		<i>Line Description:</i>	WSS Service Call-5/20/25 Sr Cntr Service Call-5/20&21 Sr Cntr Service Call-2/12/25 HVAC Maint-May 20025		
0253904	06/06/25	P	Fed Ex	0000002190	293.49
		<i>Line Description:</i>	Ground Delviery Ground Delivery Ground Delivery		
0253905	06/06/25	P	Fehr & Peers	0000027516	5,290.00
		<i>Line Description:</i>	VMT&TIA Update-Mar 25		
0253906	06/06/25	P	Ferguson Enterprises Inc #1350	0000007785	134.37
		<i>Line Description:</i>	Plumbing Supplies		
0253907	06/06/25	P	Fire Information Support Services Inc	0000006757	800.00
		<i>Line Description:</i>	Professional Svc-Mar & Apr 25		
0253908	06/06/25	P	FireStats LLC	0000026188	1,250.00
		<i>Line Description:</i>	Data Analysis Tool-APr 2025		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0253909	06/06/25	P	Forensic Nurse Specialists Inc	0000014039	10,500.00
			<i>Line Description:</i> Victim Physicals		
0253910	06/06/25	P	Frieda Stein	0000030454	497.19
			<i>Line Description:</i> Refund Ambulance Fee-Ck#245594		
			Refund Ambulance Fee-Ck#245594		
0253911	06/06/25	P	Grainger	0000002393	45.29
			<i>Line Description:</i> Hardware		
			Hardware		
0253912	06/06/25	P	Hanks Electrical Supplies	0000002445	1,443.01
			<i>Line Description:</i> Electrical Supplies		
			Electrical Supplies		
			Light Bulbs for Park Lights		
			Light Bulbs for Park Lights		
			Electrical Supplies		
0253913	06/06/25	P	Integrated Impressions	0000003403	1,804.81
			<i>Line Description:</i> Promotional Items		
0253914	06/06/25	P	Interwest Consulting Group Inc	0000021505	14,359.84
			<i>Line Description:</i> Plan Review-Apr 25		
			Plan Review-Apr 2025		
			Ketchum/Libolt Pk Proj-Nov24		
			Plan Check Svc-Mar 2025		
			Shalimar Pk-Apr 2025		
			Ketchum/Libolt Proj-Apr 2025		
			Shalimar Pk-Nov 2024		
0253915	06/06/25	P	James Snordan	0000029974	245.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Basketball Referee 6/2/25 Basketball Referee-5/28/25		
0253916	06/06/25	P	Johnson Favaro LLP	0000023249	13,403.09
			<i>Line Description:</i> Lions Pk Proj Thru 5/31/25 Lion Pk Proj Thru 4/30/25		
0253917	06/06/25	P	Julie Whitcomb	0000031082	15.20
			<i>Line Description:</i> Refund Rec Dep 2008895.002		
0253918	06/06/25	P	Knorr Systems Inc	0000005036	1,088.06
			<i>Line Description:</i> DRC Chemical Refill DRC Chemical Refill		
0253919	06/06/25	P	Lexipol LLC	0000017141	1,312.50
			<i>Line Description:</i> LEFTA FTO SOFTWARE		
0253920	06/06/25	P	Los Angeles Times	0000003000	964.56
			<i>Line Description:</i> Daily Pilot Adv Misc Payment		
0253921	06/06/25	P	Melad & Associates	0000005068	5,178.82
			<i>Line Description:</i> Fire Alarm System Consulting Plan Check Svcs		
0253922	06/06/25	P	Mideo Systems, Inc	0000029225	4,688.53
			<i>Line Description:</i> MAINTENANCE RENEWAL		
0253923	06/06/25	P	National Safety Compliance Inc	0000020714	730.97
			<i>Line Description:</i> DOT Random Drug Testing DOT Random Drug Testing		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253924	06/06/25	P	NorMed	0000003366	232.50
			Line Description: Stock-Cold Pack Kits		
0253925	06/06/25	P	Norman A Traub Associates Inc	0000013815	9,207.50
			Line Description: Workplace Investigations		
0253926	06/06/25	P	Omari Smith	0000029906	140.00
			Line Description: Basketball Referee 6/2/25		
0253927	06/06/25	P	Orange County Dept of Education	0000000442	500.00
			Line Description: Refund Rec Dep 2008892.002		
0253928	06/06/25	P	Origin Golf Design	0000031068	5,000.00
			Line Description: Consulting Srvs for Fairview D		
0253929	06/06/25	P	Pacific Plumbing of Southern California	0000030657	2,200.00
			Line Description: Citywide Plumbing Services		
0253930	06/06/25	P	Pascual Ramos Nolasco	0000031324	100.00
			Line Description: Refund Rec Dep 2008898.002		
0253931	06/06/25	P	Post Alarm Systems Inc	0000026907	124.29
			Line Description: Fire Alarm System Monitoring		
0253932	06/06/25	P	Power Products Unlimited Inc	0000021904	3,377.63
			Line Description: Radio Batery Replacements		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253933	06/06/25	P	Prudential Overall Supply	0000025480	102.96
			Line Description: Park Uniforms FY 2024-25		
0253934	06/06/25	P	RCS Investigations & Consulting LLC	0000025431	5,250.00
			Line Description: Background Investigations		
0253935	06/06/25	P	Rincon Truck Center Inc	0000013236	212.40
			Line Description: Stock-Quick Release Valve		
0253936	06/06/25	P	Rosa Villalobos	0000030671	500.00
			Line Description: Refund Rec Dep 2008893.002		
0253937	06/06/25	P	Royal Communications International Inc	0000030365	4,491.38
			Line Description: Automatic Link Establishment		
0253938	06/06/25	P	STV Construction Inc	0000024848	6,965.00
			Line Description: Lions Park Projects-Cafe Build		
0253939	06/06/25	P	Scott Fazekas & Associates Inc	0000003961	5,069.12
			Line Description: Plan Check-Apr 2025		
0253940	06/06/25	P	Sims Orange Welding Supply Inc	0000004030	109.56
			Line Description: Shop-Welding Supplies		
0253941	06/06/25	P	Southern California Edison Company	0000004088	10,701.62
			Line Description: 1952 Newport 4/28-5/27/25		
			NHCC 4/29-5/28/25		
			2948 Bristol 4/15-5/14/25		
			2301 Harbor 4/24-5/22/25		
			3349 Sakioka 4/25-5/26/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 3351 Sakioka 4/25-5/26/25 360 W Wilson 4/29-5/28/25 Davis Field 4/29-5/28/25 348 E 17th 4/25-5/26/25 / Sr Ctr 4/29-5/28/25 1860 Anaheim 4/30-5/29/25 702 1/2 Victoria 4/30-5/29/25 702 Victoria 4/30-5/29/25		
0253942	06/06/25	P	Southern California Gas Company	0000004092	782.66
			<i>Line Description:</i> BCC 4/24-5/23/25 FS#6 4/28-5/28/25 FS#1 4/24-5/23/25 1870 Anaheim 4/21-5/20/25		
0253943	06/06/25	P	Southern California Shredding Inc	0000025605	40.00
			<i>Line Description:</i> On-Site Shredding Services HR		
0253944	06/06/25	P	The Code Group Inc	0000025073	906.25
			<i>Line Description:</i> Plan Check Svc-Apr 2025		
0253945	06/06/25	P	The Counseling Team International	0000026352	1,850.00
			<i>Line Description:</i> Counseling Svcs Apr 2025 Pre-Employment Psych Evals		
0253946	06/06/25	P	The Sayler Group Corp	0000030033	5,184.00
			<i>Line Description:</i> Trash & Debris Removal		
0253947	06/06/25	P	Tillys Life Center	0000030927	600.00
			<i>Line Description:</i> Refund Rec Dep 2008897.002		
0253948	06/06/25	P	Transportation Charter Services Inc	0000012681	1,407.25

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Transportation Svcs Art Crawl		
0253949	06/06/25	P	Turnout Maintenance Company LLC	0000020182	5,123.60
			Line Description: Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
0253950	06/06/25	P	United Rentals (North America), Inc	0000010121	315.51
			Line Description: Concrete Mix and Mixer Rental		
0253951	06/06/25	P	United Site Services of California Inc	0000015552	196.50
			Line Description: Portable Toilet Svcs 4/23-5/20		
			Portable Toilet Svcs 4/23-5/20		
			Portable Toilet Svcs Feb 2025		
0253952	06/06/25	P	Verified First LLC	0000027240	30.00
			Line Description: Pre-Employment Credit Checks		
0253953	06/06/25	P	Verizon Wireless	0000008717	6,054.15
			Line Description: WIRELESS PHONE 4/18-5/17/25		
			WIRELESS PHONE 4/18-5/17/25		
			WIRELESS PHONE 4/18-5/17/25		
			FIRE IPADS		
			WIRELESS PHONE 4/18-5/17		
0253954	06/06/25	P	Vulcan Materials Company	0000007403	284.06
			Line Description: Asphalt Sidewalk Potholes Ramp		
			Asphalt Sidewalk Potholes Ramp		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253955	06/06/25	P	WSP USA Environment & Infrastructure Inc	0000029873	5,469.00
		Line Description:	NPDES Industrial/Commercial In		
0253956	06/06/25	P	Waterline Technologies Inc	0000014520	797.43
		Line Description:	DRC-Pool Treatment		
			DRC-Pool Teatment		
0253957	06/06/25	P	West Coast Arborists Inc	0000004498	12,403.00
		Line Description:	Emergency High Wind Response		
			City Project #24-03		
			City Project #24-03		
TOTAL					\$2,322,038.78

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253958	06/06/25	P	CalPERS Long-Term Care Program	0000006287	93.96
Line Description: Payroll Deduction 25-12					
0253959	06/06/25	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 25-11					
TOTAL					\$843.96

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020044	06/06/25	P	Cathy Hill	0000029893	29.48
			Line Description: Water Bottles for Dispenser		
020045	06/06/25	P	Christopher Coates	0000006669	1,250.00
			Line Description: Communication & Leadership		
020046	06/06/25	P	Complex Appellate Litigation Group LLP	0000030056	1,234.80
			Line Description: Legal-Ohio House		
020047	06/06/25	P	Erik Nippert	0000026147	40.00
			Line Description: Interview & Interrogation		
020048	06/06/25	P	Francisco Diaz	0000030368	100.88
			Line Description: Civilian Leadership Institute5		
			Civilian Leadership Institute4		
020049	06/06/25	P	Jones Mayer	0000014653	35,436.67
			Line Description: #129327-DAlessio Investment		
			#129340-Ohio House Abatement		
			#129325-Becker		
			#129329-Farrell Harrison		
			#129322-440 Fair/1179 NP		
			#129348-Veramancini		
			#129335-May		
			#129334-Leik		
			#129336-Mood		
			#129326-Coats		
			#129337-Moyer		
			#129343-Peper		
			#129332-Insight Psychology		
			#129330-Harvey		
			#129338-Nasiri		
			#129339-OKeefe		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #129342-Oshiro #129344-Querry #129345-Rivera #129333-Jahanbin #129347-Schaefer #129324-Alexander #129331-Hernandez #129346-Salehpour #128834-Litigation #129323-Abdulmagid #129328-DBO Invest #129341-Ohio House		
020050	06/06/25	P	Kevin M Ruhl II	0000020438	987.30
			<i>Line Description:</i> Fire Protection Technology		
020051	06/06/25	P	Kristofer Moore	0000025526	24.00
			<i>Line Description:</i> Internal Affairs		
020052	06/06/25	P	Lauren Munoz Olivares	0000030582	393.40
			<i>Line Description:</i> Financial Accounting		
020053	06/06/25	P	Lily Lorenzana	0000029189	38.78
			<i>Line Description:</i> Small Tool		
020054	06/06/25	P	Mercy House	0000003138	333,955.61
			<i>Line Description:</i> CMBS Ops-April 2025 CMBS Ops-March 2025		
020055	06/06/25	P	Software House International	0000016007	48.79
			<i>Line Description:</i> APC Hardware Kit		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020056	06/06/25	P	CDW Government Inc	0000005402	524.40
			Line Description: HP Laserjet		
020057	06/06/25	P	Costa Mesa Employees Association	0000006284	4,698.71
			Line Description: Payroll Deduction 25-12		
020058	06/06/25	P	Costa Mesa Executive Club	0000006286	350.00
			Line Description: Payroll Deduction 25-12		
020059	06/06/25	P	Costa Mesa Firefighters Association	0000001812	9,583.50
			Line Description: Payroll Deduction 25-12		
020060	06/06/25	P	Costa Mesa Police Association	0000001819	6,840.00
			Line Description: Payroll Deduction 25-12		
020061	06/06/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 25-12		
TOTAL					\$395,851.32



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-353

Meeting Date: 6/17/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of May 20, 2025.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY MAY 20, 2025 - SPECIAL CLOSED SESSION - MINUTES

CALL TO ORDER – The Special Closed Session meeting was called to order by Mayor Stephens at 3:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros (arrived at 4:20 p.m.), Council Member Marr, Council Member Pettis, Council Member Reynolds (arrived at 4:20 p.m., Via Zoom Webinar), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Name of Case: Ohio House, LLC v. City of Costa Mesa, USDC, Central District of CA, Case No. 8:19 cv 01710 DOC (KESx)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Name of Case: City of Costa Mesa v. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals, Orange County Superior Court Case No. 30-2018-01006173-CU-OR-NJC

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa, U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE

4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN: 424-051-23; Property: 778 Shalimar Drive, Costa Mesa, CA 92627

Agency Negotiators: Cecilia Gallardo-Daly, Assistant City Manager

Negotiating Parties: Dominic Bulone

Under Negotiation: Price and Terms of Payment

5. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to California Government Code Section 54956.8
Fairview Developmental Center; APN: 420-012-16
Property: 2501 Harbor Blvd., Costa Mesa, CA 92626
Agency Negotiators: Cecilia Gallardo-Daly, Assistant City Manager
Negotiating Parties: State of California
Under Negotiation: Price and Terms of Payment
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to California Government Code Section 54956.8
APN: 140-041-81
Property: 3333 Susan Street, Costa Mesa, CA 92626
Agency Negotiator: Cecilia Gallardo-Daly, Assistant City Manager
Negotiating Parties: Legacy Partners
Under Negotiation: Price and Terms of Payment
7. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa Police Association (CMPA)
8. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa Police Management Association (CMPMA)
9. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA)
10. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa Confidential Unit
11. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa Division Managers Association
12. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager
Name of Employee Organization: Costa Mesa Confidential Management Unit

13. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6(a)

Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager

Name of Employee Organization: Costa Mesa City Executive Unit

14. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES

Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation

15. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation

Name of Case: City and County of San Francisco, et al. v. Trump, USDC N. Dist. of CA, Case No. 25-cv-01350-WHO

City Council recessed at 3:04 p.m. for Closed Session.

Closed Session recessed to the open session at 5:52 p.m.

Closed Session resumed at 9:13 p.m., after the open session.

Closed Session adjourned at 11:08 p.m. and the City Attorney reported: Motion by Council Member Gameros, Second by Council Member Buley, to retain Greg Labate of Sheppard Mullin Richter & Hampton LLP to defend City in connection with anticipated litigation. Motion carried 4-3, with Mayor Pro Tem Chavez, Council Member Marr and Council Member Reynolds voting no.

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

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

MOMENT OF SOLEMN EXPRESSION – Led by Rabbi Miriam Philips from Temple Bat Yahm.

PRESENTATIONS:

City Council presented a proclamation to Rabbi Miriam Philips in recognition of Jewish American Heritage Month.

City Council recognized NMUSD Student Athletes for their accomplishments.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds (Via Zoom Webinar), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action, will resume after the end of the regular open meeting, and possible reporting on one of the items.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Flo Martin, Costa Mesa, praised the Public Works Department and City Clerk's office.

Ian Stevenson, spoke on Love Costa Mesa Day and in support of the arts mural program that the Arts Commission has approved.

Cory Benning, Costa Mesa, spoke in support of the arts mural program that the Arts Commission has approved.

Russell Toler, spoke in support of arts murals in support of the mural program that the Arts Commission has approved.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Pettis spoke in support of a public facing art initiative for the Arts Commission, thanked Mr. Sethuraman for the quick response to a Costa Mesa 311 app inquiry, and spoke on a Costa Mesa 311 app walk over the weekend.

Council Member Buley spoke in memory of Pat Chamberlain who passed away and requested to adjourn the meeting in his memory.

Council Member Gameros recognized Memorial Day and requested to dedicate the meeting to those who have given their lives in service.

Council Member Marr spoke on Love Costa Mesa Day, spoke on attending the Project Hope Alliance Anti Gala, and requested information on ICE activity in Costa Mesa.

Council Member Reynolds spoke on Love Costa Mesa Day, thanked the Public Works Department for their work, spoke on the Randall Preserve and three plans from the Advisory Committee that the public will have an opportunity to comment on (Resource Management Plan, Public Access Plan, and Coastal Resilience Plan) during a 60 day comment period ending July 14th, requested assistance from the City for noticing of the meetings, spoke on a fire at the Randall Preserve and using resources to ensure residents and businesses are protected from risk related activities at Randall Preserve, Talbert Park, and Fairview Park.

Mayor Pro Tem Chavez spoke on attending the Leafmore Awards Ceremony at Vanguard University, spoke on attending the Save Our Youth (SOY) scholarship award ceremony, spoke on celebrating the retirement of Orange County Fair Board CEO Michelle Richards, spoke on touring the Families Forward food pantry in Irvine, spoke on Love Costa Mesa Day, spoke in support of the Arts Mural program and visioning for the Arts Commission, requested an update on ICE activity in Costa Mesa, and spoke on the Randall Preserve community outreach meeting on Wednesday, May 21st at Field Works, from 6:00 p.m. to 8:00 p.m.

Mayor Stephens spoke on Love Costa Mesa Day and thanked Francine Jimenez for her work, spoke on the Gisler/Garfield Bridge being taken off of the Master Plan of Arterial Highways, spoke on attending the International Conference Shopping Centers (ICSC) event, and spoke in memory of Pat Chamberlain.

REPORT – CITY MANAGER – Ms. Gallardo-Daly reported on the Trap Neuter Return (TNR) program, spoke on Priceless Pets and their new location, spoke on May is National Wildfire Awareness & Community Preparedness Month, spoke on Love Costa Mesa Day, and spoke on Tip A Cop event for the Special Olympics on Thursday, May 22nd at Claimjumper and all donations received will be provided to the Special Olympics.

REPORT – CITY ATTORNEY – Ms. Hall Barlow stated an update on pending litigation will be forthcoming in the next weeks.

CONSENT CALENDAR

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets, and Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received from Ware Disposal.

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Back Bay Gardens HOA, Johnny Guevara, Elena Montoya, Shannon Raab, John Raab.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on the item due to his wife working at Priceless Pets.

Mayor Stephens recused himself on the item due to campaign contributions received from Ware Disposal.

ACTION:

City Council approved Warrant Resolution No. 2734.

4. MINUTES

ACTION:

City Council approved the minutes of the Special Study Session of April 22, 2025.

5. PROFESSIONAL SERVICES AGREEMENT WITH GALLS, LLC FOR UNIFORMS, ALTERATIONS AND DUTY GEAR

ACTION:

1. City Council awarded a Professional Services Agreement (PSA) to Galls, LLC for uniforms, alterations, and duty gear for an initial two years, effective July 1, 2025-June 30, 2027, with three one-year renewal options for a total not to exceed amount of \$175,000 annually.
2. Approved the Consumer Price Index (CPI) escalation and de-escalation.
3. Authorized the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

6. SECOND AMENDMENT TO THE WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

ACTION:

City Council approved the Second Amendment to the Waste Disposal Agreement with the County of Orange.

7. PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ENVIRONMENTAL AND TECHNICAL SERVICES LIST

ACTION:

1. City Council approved and authorized the City Manager and City Clerk to execute a three-year Professional Services Agreement (PSA) with two one-year renewals with each consulting firm listed below from July 1, 2025 - June 30, 2030, in substantially the form as attached and in such final form as approved by the City Attorney for on-call staff support for environmental and technical services:
 - Ascent Environmental, Inc.
 - Chambers Group, Inc.
 - Dudek
 - EPD Solutions, Inc.
 - First Carbon Solutions
 - Kimley-Horn and Associates, Inc.
 - LSA Associates, Inc.
 - Michael Baker International
2. Authorized the City Manager, or designee, and City Clerk to execute the PSA and future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

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

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

PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DESIGNATING LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES IN THE CITY OF COSTA MESA, AS IDENTIFIED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178**

Presentation by Fire Chief Stefano and Assistant Fire Chiefs Pyle and Neal.

Public Comments:

Speaker, requested maps to be made available earlier specifically for the westside zones, inquired if fireworks endanger residents and increases insurance costs, spoke on the City's liability, and inquired on plans for extra patrols during the 4th of July.

Jim Erickson, Costa Mesa, spoke on the North/West side of Fairview Park, and the entire Eastside of Fairview Park are not high severity zones, as there is regular mowing and care taken in those areas, requested regular mowing to help mitigate the risk in the South and West side of Fairview Park as it remains a fire risk, and requested residents in the high risk areas be notified.

MOVED/SECOND: Council Member Reynolds/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation and direct staff to send letters to all properties in the moderate and high zones to notify them of the adoption of the ordinance, provide them information on implications, direct them to the website for more information, and direct them to the voluntary home hardening recommendations.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council introduced for first reading, by title only and waived further reading, Ordinance 2025-03 of the City Council of the City of Costa Mesa, California, designating moderate and high Local Responsibility Area Fire Hazard Severity Zones by map within the jurisdiction of the City of Costa Mesa.

2. Directed staff to send letters to all properties in the moderate and high zones to notify them of the adoption of the ordinance, provide them information on implications, direct them to the website for more information, and direct them to the voluntary home hardening recommendations.

2. PUBLIC HEARING FOR 2025-2029 CONSOLIDATED PLAN, INCLUDING FISCAL YEAR 2025-2026 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), AMENDED CITIZEN PARTICIPATION PLAN, AND 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING

Presentation by Ms. Daily, Grant Administrator.

Public Comments:

Andrea Schmidt on behalf of the Housing and Public Service Grants Committee, spoke on the scoring process and provided the Committees recommendations.

Roberto Herrera, Resilience Orange County, spoke in support of funding for low income individuals, spoke in support of policies for tenants, spoke in support of legal defense funding for no fault evictions, and spoke in support of supplementing legal services for undocumented individuals.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve staff recommendation.

Council Member Reynolds requested to add to the motion direction to staff to examine opportunities to expand tenant legal support services for all residents of Costa Mesa.

Mayor Pro Tem Chavez (1st) and Council Member Marr (2nd) agreed to the addition.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve staff recommendation and direct staff to examine opportunities to expand tenant legal support services for all residents of Costa Mesa.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council held a Public Hearing regarding the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and the amended Citizen Participation Plan, and the 2025-2029 Orange County Regional Assessment of Fair Housing.

2. Approved the recommended allocation of \$907,261 for the Fiscal Year (FY) 2025-2026 Community Development Block Grant.
3. Approved the recommended allocation of \$378,720 for the Fiscal Year (FY) 2025-2026 HOME Investment Partnerships Grant.
4. Adopted Resolution No. 2025-08 to:
 - Approve the 2025-2029 Consolidated Plan including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan.
 - Approve the 2025-2029 Orange County Regional Assessment of Fair Housing.
 - Authorize the Acting City Manager, or the Acting City Manager's designee, to submit the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan, to the U.S. Department of Housing and Urban Development.
 - Designate the Acting City Manager, or the Acting City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements and subrecipient agreements for the use of funds approved in the 2025-2026 Annual Action Plan.
5. Directed staff to examine opportunities to expand tenant legal support services for all residents of Costa Mesa.

OLD BUSINESS: NONE.

NEW BUSINESS:

1. LEGISLATIVE UPDATE AND APPROVAL OF A LEGISLATIVE PLATFORM AND LEGISLATIVE MATRIX

Presentation by Mr. Barkman, Government Affairs Manager and Cori Takkinen and Elisa Arcidiacono representing Townsend Public Affairs.

Public Comments:

Speaker, spoke on the stock market, jobs, tariffs, and the California economy.

Marc Vukceovich, spoke in support of SB79 a Street for All sponsored bill, regarding planning and zoning: housing development: transit-oriented development.

Roberto Herrera, Resilience Orange County, spoke on additional time to allow more feedback, spoke on public safety and SB54, spoke on housing, tenant protections and AB1157 on stabilizing rents, and supports incorporating tenant programs.

Jenn Tanaka, Costa Mesa, spoke on the recommendations by Costa Mesa Alliance for Better Streets, spoke in support of SB79, and spoke on distribution of sales tax.

MOVED/SECOND: Council Member Marr/Council Member Pettis

MOTION: 1. Accept the Legislative Platform

2. Revise Council Policy 000-8 to:

- Make reference to the Legislative Platform
- Update Policy and remove out of date information i.e., Chief of Staff
- Update Policy to reference the process

3. Direct staff to bring back to City Council a revised Legislative Platform after Council Members have provided feedback to staff and received input from community partners.

Council Member Reynolds requested to continue the Legislative Platform to a future meeting to allow Council Members to provide feedback.

Council Member Marr (1st) and Council Member Pettis (2nd) agreed to the change.

MOVED/SECOND: Council Member Marr/Council Member Pettis

MOTION: 1. Revise Council Policy 000-8 to:

- Make reference to the Legislative Platform
- Update Policy and remove out of date information i.e., Chief of Staff
- Update Policy to reference the process

2. Direct staff to bring back to City Council a revised Legislative Platform and Legislative Matrix after Council Members have provided feedback to staff and received input from community partners.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council received and filed an update on Federal and State budgets from Townsend Public Affairs and:

1. Revised Council Policy 000-8 to:

- Make reference to the Legislative Platform
- Update Policy and remove out of date information i.e., Chief of Staff
- Update Policy to reference the process

2. Directed staff to bring back to City Council a revised Legislative Platform and Legislative Matrix after Council Members have provided feedback to staff and received input from community partners.

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

ADJOURNMENT – Mayor Stephens adjourned the open meeting at 9:13 p.m. in memory of Pat Chamberlain and in honor of those who have given their lives in service and City Council recessed back to Closed Session.

Closed Session ended at 11:08 p.m., and the City Attorney reported: Motion by Council Member Gameros, Second by Council Member Buley, to retain Greg Labate of Sheppard Mullin Richter & Hampton LLP to defend City in connection with anticipated litigation. Motion carried 4-3, with Mayor Pro Tem Chavez, Council Member Marr and Council Member Reynolds voting no.

Minutes adopted on this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-292

Meeting Date: 6/17/2025

TITLE:

TOWING SERVICES CONTRACT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: STEPHANIE A. SELINSKE, LIEUTENANT

CONTACT INFORMATION: STEPHANIE A. SELINSKE, 714-754- 5293

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of private vehicles, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:
 - G& W Towing
 - MetroPro Road Services, Inc.
 - Southside Towing
2. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of City owned vehicles and equipment, in an annual amount not-to-exceed \$5,000, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:
 - G& W Towing
 - MetroPro Road Services, Inc.
 - Southside Towing
3. Authorize the City Manager and City Clerk to execute the agreements and future amendments to the agreements.

BACKGROUND:

The City's Professional Services Agreement (PSA) for towing-related services includes responding quickly to traffic collisions to remove disabled vehicles and clear debris, as well as impounding, towing, and storing vehicles for the Costa Mesa Police Department (CMPD), whether due to an arrest or as evidence. These services are necessary 24/7, and timely responses are crucial for reopening roadways and ensuring safe traffic flow.

In 2020, the City conducted a formal solicitation for towing services. Prior to the 2020 contract, services were limited to two towing companies. After the process in 2020, the City Council awarded contracts to the following three companies: G&W Towing, Inc., MetroPro Road Services, and Southside Towing. The three current tow companies use a weekly rotation for services with the city. If, during a request for service, the current tow company is unable to clear a roadway timely due to unforeseen issues, the next tow company in rotation is requested to assist.

The City's PSA outlines tow yard requirements for each towing company. The tow yard shall be located within five (5) miles from CMPD Headquarters. Towing service storage lots shall have adequate open storage space to accommodate up to 100 vehicles, be gated, and be well-lighted to maintain maximum security for stored and impounded vehicles. The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must provide protection from the elements of weather and other forms of contamination. This area should have the capability to be locked and sealed by police personnel, if necessary. Additionally, the tow yard must be accessible 24-hours, 7-days per week by members of the CMPD. The current PSA is set to end on June 30, 2025.

In addition to response for towing vehicles owned by the public, the Professional Services Agreement includes provisions for the towing of medium and heavy duty CMPD and/or City owned or leased vehicles and equipment, when requested by the City, in a specified amount not to exceed \$5,000 annually.

ANALYSIS:

On February 13, 2025, the City issued a Request for Proposals (RFP) for towing services. Four proposals were received to provide towing services and were reviewed for compliance with the City's RFP. Each proposal was evaluated based on project approach and methodology, qualifications and experience, equipment and facilities, and staffing. The evaluation committee included staff from Newport Beach Police Department and Costa Mesa Police Department. After a thorough evaluation of the proposals, the evaluation committee finds G&W Towing, MetroPro Road Services, Inc. and Southside Towing to be well qualified to provide towing services, vendor scoring below.

PROPOSERS	SCORES	RANKING
G&W Towing	1,385	1
MetroPro	1,340	2
Southside	1,320	3
Hadley Tow	785	4

The proposed towing companies meet the City's requirements to efficiently manage and provide police-initiated towing services that will be of mutual benefit to the public and the CMPD. There is no direct cost to the City for towing services requested by CMPD for non-City vehicles. Each towing company will charge the responsible party for towing and storage fees, in the amounts established by the City's current tow rates. In addition to providing towing services for non-City vehicles, the agreements stipulates that each towing company will provide towing services for City-owned vehicles and equipment. The maximum annual compensation for towing services for City-owned vehicles and equipment is \$5,000.

Therefore, staff recommend award of Professional Services Agreements to each towing company. An example Professional Services Agreement has been attached for reference. Individual agreements will be executed with each awarded tow company.

ALTERNATIVES:

The City Council could choose an alternative vendor; however, this is not recommended based on the RFP process and evaluation results. It could result in problematic time delays to police towing services.

FISCAL REVIEW:

There is no direct cost to the City for towing services for non-City vehicles. The costs for towing services are incurred by the owner of the towed vehicle and the costs are established by Council resolution. The City receives revenue from the towing of non-City vehicles in the amount of \$207 per vehicle, effective July 1, 2025 per the Master Fee schedule. The City estimates revenue in the amount of \$350,000 which is included in the FY2025-26 Adopted Operating Budget in the General Fund (Fund 101).

The agreement provides for up to \$5,000 annually for towing services for medium and heavy duty CMPD and/or City vehicles and equipment. There is funding in the Equipment Replacement Fund (601) that is being proposed in the FY2025-26 Proposed Operating Budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report and prepared the Professional Services Agreement and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen public safety and improve the quality of life

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of private vehicles, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:
 - a. G& W Towing
 - b. MetroPro Road Services, Inc.
 - c. Southside Towing
2. Approve and authorize the City Manager and City Clerk to execute five-year Professional Services Agreement (PSA), to provide towing services of City owned vehicles and equipment, in an annual amount not-to-exceed \$5,000, effective July 1, 2025 - June 30, 2030, in a form as approved by the City Attorney for towing services to:

- a. G& W Towing
 - b. MetroPro Road Services, Inc.
 - c. Southside Towing
3. Authorize the City Manager and City Clerk to execute the agreements and future amendments to the agreements.

**CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT
WITH
G & W TOWING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G & W TOWING, INC., a California corporation and licensed automobile towing service ("Contractor").

RECITALS

- A. City proposes to utilize the services of Contractor as an independent contractor to perform towing services, on a rotational basis, as more fully described herein; and
- B. Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. City and Contractor desire to contract for the specific services described in 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals (RFP No. 25-17, Towing Services), attached hereto as Exhibit "A," and Contractor's Proposal, a portion of which is attached hereto as Exhibit "B," and the City of Costa Mesa Police Department Tow Policy Guidelines and Requirements, attached hereto as Exhibit "C," both incorporated herein by this reference. The rotational order will be in accordance with the Rotation Rules set forth in Exhibit C.

1.2. Records and Reporting. Contractor shall maintain records relating to vehicles towed in accordance with the requirements set forth in Exhibit C. Contractor shall submit reports to the Costa Mesa Police Department (CMPD) Traffic Safety Bureau in accordance with the requirements set forth in Exhibit C, and as requested by the Traffic Safety Bureau.

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

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

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement, including but not limited to the requirements set forth in Article 18 (Towing Services) of Chapter 11 (Regulation of Certain Businesses) of Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.6. Professional Licenses. Contractor shall maintain all necessary licenses, permits, approvals, waivers and exemptions as may be required by Federal, State and local laws and regulations for the provision of the services hereunder, including but not limited to maintaining a Costa Mesa Tow Operator Permit.

1.7. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. (a) Compensation to Contractor for Towing Services for Non-City Vehicles.

- (i) Contractor shall charge the responsible party (vehicle owner) directly for the services provided pursuant to this Agreement in accordance with the towing and storage rates established by City Council resolution, which rates may be amended from time to time during the term of this Agreement. Except as otherwise set forth herein, City will not compensate Contractor for the towing services provided pursuant to this Agreement.
- (ii) Contractor shall charge responsible parties at or below the towing and storage rates established by the City Council.

(b) Compensation to Contractor for Towing Services for City-Owned Vehicles.

As outlined in Exhibit C, Contractor shall tow any Costa Mesa Police Department (CMPD) and/or other City vehicles or equipment, under 6,000 pounds, disabled within City limits, at the request of City staff, at no charge to City. If City staff requests towing services for any CMPD or other City

vehicle or equipment weighing more than 6,000 pounds, City shall pay Contractor in accordance with the fee schedule attached hereto as Exhibit "D" and incorporated herein by this reference. If City staff requests that Contractor tow a CMPD or other City vehicle or equipment outside of City limits, City shall pay Contractor the standard mileage rate only for such towing services. Contractor's annual compensation for towing services for CMPD and City vehicles and equipment over 6,000 pounds and towing CMPD and City vehicles and equipment outside of City limits shall not exceed Five Thousand Dollars (\$5,000.00). Contractor's total annual compensation shall not exceed five-thousand (\$5,000.00) dollars.

2.2. City's Administrative Costs. As outlined in Exhibit B, Contractor shall collect the City's reasonably borne administrative costs, in the amount established by City user fees for vehicle impound storage. As of the Effective Date of this Agreement, the fee is Two Hundred Dollars (\$200.00). Such fee may be revised at any time by City Council resolution without requiring an amendment to this Agreement. Contractor shall remit the fees collected on or before the 20th day of each calendar month. Payment of the fees shall be made by check, payable to the City of Costa Mesa, and shall be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. In the event City audits Contractor's records and finds an error in the amounts remitted, City may charge Contractor for the costs of conducting the audit. Contractor shall remit payment to City for such costs and remit any amounts determined to be due to City within thirty (30) days of City's request.

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

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until four (4) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include,

but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars

(\$1,000,000.00), per occurrence, Two Million Dollars (\$2,000,000.00). 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. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Garage liability insurance, including all premises and operations, for bodily injury and property damage, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence.

(e) Garage keeper's legal liability insurance for vehicles in the care, custody and control of the Contractor, with a single limit of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence.

(f) On-Hook/Cargo Insurance Coverage with policy limits based on the size of the tow truck:

- | | | |
|----------------------|---|-----------|
| a. Class A tow truck | - | \$50,000 |
| b. Class B tow truck | - | \$100,000 |
| c. Class C tow truck | - | \$200,000 |
| d. Class D tow truck | - | \$250,000 |

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

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

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." Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance

maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(b) 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.

(c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

G & W Towing, Inc.
965 West 18th Street
Costa Mesa, CA 92627
Tel: (949) 642-1252
Attn: G. Wayne Miller

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5293
Attn: Lt. Stephanie A. Selinske

Courtesy copy to:

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

6.5. Notification of Criminal or Civil Actions. Contractor shall notify the City in writing within thirty (30) days of becoming aware of the filing or initiation of any criminal or civil proceedings naming as a party any person holding a financial interest in Contractor's business.

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

6.7. 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.

6.8. 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.

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

6.10. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.11. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's

employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and

expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921.000, formerly 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 7924.510, formerly section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this

Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which

determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

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.

[Signatures appear on following page.]

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

CONTRACTOR

Signature

Date: _____

G. Wayne Miller, President

CITY OF COSTA MESA

Carol Molina
Purchasing Officer

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:

Lt. Stephanie A. Selinske
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Ronald Lawrence
Police Chief

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS (RFP 25-17)



REQUEST FOR PROPOSAL

FOR

**TOWING SERVICES
RFP NO. 25-17**



**POLICE DEPARTMENT
CITY OF COSTA MESA**

**Released on
February 13, 2025**

REQUEST FOR PROPOSAL FOR TOWING SERVICES

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

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

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

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

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

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

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

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on planet-bids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check planet-bids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

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

Release of RFP	February 13, 2025
Deadline for Written Questions	February 24, 2025, at 11:00 a.m.
Responses to Questions Posted	March 3, 2025
Proposals are Due	March 13, 2025, at 2:00 p.m.

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

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

- a. Contractor shall have ten (10) years of continuous tow services for a government agency.
- b. Contractor shall be owned and operated by owner for a minimum of five (5) years.
- c. Contractor shall have the ability to store ten (10) vehicles inside approximately 1,500 square feet.
- d. Contractor shall have 24 hours a day access to inside storage.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

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

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describe, in detail, the company's method of approach to the Scope of Work as defined in **Exhibit 1 Police Tow Policy Guidelines and Requirements**. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.
 2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
 3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.
 4. Describe in detail the company's proposed procedures for the release of a vehicle under this contract.
 5. Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
 - a. Allowing the owner to cover the vehicle or take other protective measures.
 - b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
 - c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
 6. For vehicles in its care, state the firm's policies and procedures for:
 - a. Determining whether or not a vehicle was damaged.
 - b. Determining whether or not a vehicle was stolen.
 - c. Determining whether or not a vehicle was stolen from.
 - d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.
 7. State the company's policies and procedures for:
 - a. Determining whether or not private property was damaged in the course of the firm's duties.
 - b. Making restitution to the owner or restoring the property if so determined.

8. State the company's policies and procedures for informing a vehicle owner:
 - a. A vehicle is in the firm's possession.
 - b. The location of the vehicle
 - c. The condition of the vehicle
 9. State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.
 10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.
 11. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit 1 Police Tow Policy Guidelines and Requirements. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Costa Mesa Police Department.
 12. Propose a method of receiving completed release forms electronically from Costa Mesa Police Department by the firm, if one is available.
 13. Propose a method of delivering the monthly report of released vehicles to Costa Mesa Police Department electronically, if available.
 14. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored under this contract by Costa Mesa Police Department.
 15. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. List all business names that you operate as a towing service in the County of Orange.
7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.
9. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.
10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.
11. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.

- d. Letters of recommendation from customers and contracting agencies.
- e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
- f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Equipment & Facilities:** The information requested in this section should describe the company or entity equipment and facilities. Information shall include:
 1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.
 2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.
 3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.
 4. Provide a detailed description of facility security.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.

- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- **Cost Proposal:** Proposers are required to use **Appendix B, Cost Proposal** and shall submit in a **separate** file. Pricing instructions shall be clearly defined to ensure rates proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix C** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix D** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. General Questionnaire/Requirements for Police Towing Services

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.

- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 13, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 24, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the planet-bids website. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on planet-bids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

- **Project Approach & Methodology -----30 %**
- **Qualifications & Experience of the Firm -----30 %**
- **Equipment & Facilities -----25%**
- **Key Personnel ----10%**
- **Cost Proposal ----5%**

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of April 14** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral

interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

During the evaluation phase of the RFP, Contractor's towing equipment, personnel, facility or facilities may be inspected with or without cause, without notice, during normal business hours by the Costa Mesa Police Department, and a report filed thereon. The Police Department may rely on inspections conducted by the CHP. If any deficiencies and/or violations are discovered during the inspection at the time of, the Proposer may be deemed non-responsive without the courtesy of a correction period during the evaluation phase.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for an award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend an award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP, which may be modified by the City.

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

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

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix D**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A
SCOPE OF WORK
FOR
TOWING SERVICES

The City may award multiple contracts for towing services. The current number of vehicles impounded each year is approximately two thousand four hundred fifty (2,450) and the number of vehicles stored is approximately one thousand four hundred (1,400). The towing service will be required to impound, store, remove vehicles from a traffic collision, clean-up as required, attend to disabled vehicles, have an evidence hold area for the vehicles and generally provide towing and storage service on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) days a year.

Towing services will also include light, medium, and heavy-duty City vehicles and equipment on an as needed basis for the City of Costa Mesa.

It shall be the responsibility of the Proposer to respond immediately and promptly provide towing services for vehicles to be taken into custody, when such service is called for by the Police Department. The towing services to be performed by the Proposer shall include, but are not limited to, towing services for vehicles involved in accidents or disabled by other causes, impeding the flow of traffic, impound for evidence, abandoned in public places or on private property, and for any other reason at the request of the City of Costa Mesa Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of CMPD tow requests within the City limits. If a tow company is requested and not able to comply with the response of (15) minutes or (45) minutes for a heavy duty tow, the Costa Mesa Police Department has the authority to request another tow service.

The detailed scope of work is defined in **Exhibit 1**, Costa Mesa Police Department Tow Policy Guidelines and Requirements. It is suggested that all Proposer(s) become familiar with this to determine if they can meet the City of Costa Mesa requirements before submitting a proposal.

EXHIBIT 1

CITY OF COSTA MESA

POLICE DEPARTMENT



TOW POLICY GUIDELINES AND REQUIREMENTS

JANUARY 2017

TABLE OF CONTENTS

PURPOSE	1
GOALS	1
TOW SERVICES - DEFINITIONS.....	1
RESPONSE TO CALLS	1
ABANDONED VEHICLES	2
COSTA MESA MUNICIPAL CODE ARTICLE 18	2
• TOWING SERVICE REQUIREMENTS	3
-Contract Tow Service Operators.....	3
-Tow Yard Requirements	5
-Storage Security Responsibility	6
-Evidence Hold or Special Handling Requirements	6
• BUSINESS OFFICE.....	7
-Business Office Staff.....	8
-Charges for Towing and Related Services.....	9
-City Recovery of Administrative Fees	10
-Payment.....	10
• TOW TRUCK DRIVERS	11
-Driving Infractions of Employees	12
-Drivers Training.....	13
-Drivers Licensing.....	13
-Employee Uniforms	14
• TOW TRUCK CLASSIFICATIONS AND EQUIPMENT	15
-Classes of Tow Trucks	16
-Inspections	17
• CHARGES AND LIEN SALES	18
-Charges for “Evidence Hold” Vehicles	18
• FINANCIAL INTEREST	19
• ROTATION RULES	19
• FREE SERVICES PROVIDED TO THE CITY.....	20
-Towing Services for City-Owned Vehicles	20
-Costa Mesa Fire Department Training Vehicles.....	20
• RECORDS & REPORTING	20
• COMPLAINTS	23
• DISCIPLINARY ACTION	24
• TERMINATION	25

CITY OF COSTA MESA POLICE TOW POLICY GUIDELINES AND REQUIREMENTS

PURPOSE

The purpose of the Costa Mesa Police Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing service that will be of mutual benefit to the public, the Costa Mesa Police Department ("CMPD"), and the towing companies providing that service.

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.
2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.
3. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.
3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.
4. A call for clean-up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.
5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Costa Mesa.

RESPONSE TO CALLS

Upon request by the CMPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of CMPD tow requests within the City limits.

When dispatched by CMPD, the tow service operator shall not remove any vehicle involved in a collision until authorized by CMPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private property tows, the tow service operator shall observe and notify CMPD of any damage to any property.

ABANDONED VEHICLES

Abandoned vehicles and private property tows shall comply with all provisions of California Vehicle Code sections 22650 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

COSTA MESA MUNICIPAL CODE ARTICLE 18

Each tow service operator shall comply with all applicable sections of Title 9, Chapter II, Article 18 of the Costa Mesa Municipal Code.

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render 24-hour, 7-day a week towing service, and the service area shall include the entire city limits of Costa Mesa. Towing companies shall respond to the scene within fifteen (15) minutes from the time when called by the Costa Mesa Telecommunications Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to forty-five (45) minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24-hour, 7 days-a-week basis and that it will provide the CMPD with a complete description of its towing operation for the City of Costa Mesa at the time it signs its agreement with the City. For any vehicle release during business hours, the tow service operator shall ensure that a person wait no longer than twenty (20) minutes to take possession of his/her vehicle after payment of fees. After business hours, the tow service provider shall ensure a person waiting to take possession of his/her vehicle wait no longer than thirty (30) minutes for response from the tow service operator.

Each tow service operator shall have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call shall maintain a minimum of one driver on-duty at all times. In addition, at least one driver will be on stand-by at all times.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising", or "poaching."

CONTRACT TOW SERVICE OPERATORS

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.

Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with Costa Mesa or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the CMPD with a current copy. Failure to maintain a valid permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide CMPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of Costa Mesa until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of Costa Mesa, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the CMPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their drug and alcohol free workplace policy to CMPD, and any changes to that policy shall be submitted in writing to CMPD. Failure to comply with the requirements of this policy and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and/or termination from providing tow services for the City of Costa Mesa.

The tow service operator shall notify the CMPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within thirty (30) minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of Costa Mesa.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the CMPD, the tow service operator shall have no claim against the City of Costa Mesa for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. The City of Costa Mesa makes no representation that such person will be financially responsible.

All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification, unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the CMPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

All vehicles stored or impounded as a result of a tow ordered by the City of Costa Mesa shall be towed directly to a towing service storage lot unless the CMPD or other person legally in charge of the vehicle requests that it be taken to some other location.

TOW YARD REQUIREMENTS

General Requirements

All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within five (5) miles from CMPD Headquarters (99 Fair Drive, Costa Mesa, CA 92626).

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by CMPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the CMPD and Costa Mesa Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to the tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from CMPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 vehicles, and said capacity shall be expressly for the purpose of storing Costa Mesa police tows. Tow service operators may have more than one lot in order to accommodate the 100 vehicles. All storage lots shall be located within five (5) miles of the CMPD Headquarters.

The CMPD reserves the right to require any other security devices it deems reasonably necessary.

Any damage to wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspection.

STORAGE SECURITY RESPONSIBILITY

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Costa Mesa for official police tow storage. Facilities utilized by the tow service operator for CMPD tow storage must be located within five (5) miles of CMPD Headquarters.

The tow service operator shall be held accountable for all personal property and vehicle accessories, together with the vehicle stored within its storage facility. The City of Costa Mesa, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the CMPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the CMPD shall be released, sold or dismantled without written approval (signed release) from the CMPD.

Upon taking possession of the towed vehicle, the tow service operator assumes full responsibility for the vehicle and its contents.

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured “evidence hold” area must be within the confines of the tow service provider’s primary storage facility, which shall be located within five (5) miles of the CMPD Headquarters.
- The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.
- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by police personnel, if necessary, and be accessible 24-hours, 7-days per week by members of the CMPD.
- The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.

- This space must be adequate to contain at least one (1) full-sized passenger vehicle. Please note that CMPD requires five (5) such evidence hold spaces.
- This space must be at least 1,000 square feet or more and within the tow company's main storage area.
- Vehicles impounded by the CMPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty-eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed.
- The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- Structures shall have a hard floor of either concrete or asphalt.
- Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.
- There must be adequate lighting and electrical power immediately available to the area.
- The area shall be free of pedestrian and vehicle traffic during the inspection.
- Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without CMPD's written consent.
- Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
- A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."
- The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must have one business office location within five (5) miles of the CMPD Headquarters, at which vehicles are released. The tow service provider must be able to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business within the County of Orange for a minimum of two (2) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the CMPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the CMPD in writing with effective the date of the change.

- The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.
- The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.
- The office shall be staffed and open for business Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.
- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.
- The tow service office may be closed on City of Costa Mesa recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.
- The towing service office shall possess a valid City of Costa Mesa Business License.

Business Office Staff

Employees of tow service operators shall provide good customer service at all times.

Employees shall refrain from any acts of misconduct including, but, not limited to, any of the following:

- 1) Rude or discourteous behavior.
- 2) Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
- 3) Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

All tow service operators shall comply with the following non-discrimination policy:

Non-discrimination. In performing tow services pursuant to the Police Tow Policy Guidelines and Requirements, the tow service operator shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code section 1735.

Charges for Towing and Related Services

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code section 22658 and in accordance with the rates established based on sections 9-284.8 and 9-284.9 the Costa Mesa Municipal Code.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code section 3070 (17 inches x 22 inches, with letters at least 1 inch in height).

The tow service operator agrees to provide the following services to the City at or below the rates established periodically by the City Council in accordance with section 9-284.9 of the Costa Mesa Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over ¾ ton)
- Super Heavy Duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services is rendered by the tow service operator). It will be the tow service operator's responsibility to collect its fees for services rendered pursuant to this Policy and its contract with the City, and the City of Costa Mesa shall not be responsible in any way for such charges.

In the event the CMPD errs in impounding a vehicle, or for any other reason in the CMPD's sole discretion CMPD concludes a vehicle should be released without any charges, the tow service operator shall immediately release such vehicle without charge upon request by the CMPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waivers authorized by a Costa Mesa Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed upon rate based upon hours verified by the CMPD on site.

Annually, the fees established by the City Council shall be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index ("CPI"), as set forth in section 9-284.9 of the Costa Mesa Municipal Code.

City Recovery of Administrative Fees

The tow service provider must collect the City of Costa Mesa's reasonably borne administrative costs, on behalf of the City of Costa Mesa, in the prescribed amount established by the City user fees each year. The tow service provider must remit the collected fees on or before the 20th day of each calendar month. Payments must be made by check, payable to the City of Costa Mesa. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. The City has a right to request an audit at any time. If the audit is performed and errors are found, then the City may charge the tow service provider for the audit costs.

Payment

Payment of cash or credit card with proper identification shall be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other CMPD-ordered tows, shall accept payment in the manner consistent with California Vehicle Code section 22651.1, as set forth below:

***22651.1. Payment of towing and storage costs by credit card or cash.** Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.*

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.
2. The tow service operator shall ensure that drivers assigned to respond to City of Costa Mesa service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator's contract with the City.
3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
 - Awake and alert

- Punctual
- Able to speak and write English fluently and clearly
- Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
- Possess a valid California Driver's License (CDL)
- Not under the influence of alcohol, marijuana or any controlled substance
- No DUI convictions
- Neat, clean and well groomed in appearance

Tattoos – In order to ensure a professional appearance for all tow service providers in Costa Mesa, all tattoos must be concealed by operators while working. Operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the CMPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.
5. All drivers will be required to submit to a City of Costa Mesa criminal history records check, including Live Scan fingerprinting, which will be conducted at CMPD. Felony and misdemeanor convictions may be disqualifying. The City of Costa Mesa may elect to issue identification (ID) cards to those employees that successfully pass the background check.
6. The tow service operator shall maintain and provide the CMPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.
7. The tow service operator shall notify the CMPD in writing, which may be provided via e-mail correspondence, of any change in drivers or driver status and provide the CMPD with an updated list of drivers within seven (7) calendar days following date of change during the term of the contract.

Driving Infractions of Employees

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

- 1) In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the CMPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.
- 2) Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.

- 3) Any conviction of the operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.
- 4) An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.
- 5) CMPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by CMPD will be referred to the agency with investigative jurisdiction.
- 6) Nothing herein shall be deemed to prohibit CMPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Examples:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitutes a poor driving record.
2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.
3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.
4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

Driver Training

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by CMPD have completed the training, as required by section 2436.5 of the California Vehicle Code, within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff.

The training shall include, but not be limited to, all of the following:

1. Tow truck driver and motorist safety.
2. Vehicle operation.
3. Traffic control and scene management.
4. Communication procedures.
5. Demeanor and courtesy.

Driver Licensing

The towing company shall ensure that only qualified and competent tow drivers respond to calls initiated by the CMPD. Tow drivers shall be at least eighteen (18) years old (in compliance with California Vehicle Code section 12515) and possess the following minimum class driver's license:

1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.
2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.
3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.
4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

<u>VEHICLE TYPE OR CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSE/CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by CMPD.

Employee Uniforms

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the company name as well as the employee's name in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; protective or inclement weather outer garments must also meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of Costa Mesa and the CMPD.

Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by section 1598 of the California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA).

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with all applicable provisions of the California Vehicle Code, including, but not limited to, sections 24605, 25253, 25300, 27700, and all Vehicle Code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the agreement. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times, and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by CMPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

Each tow truck shall be equipped with:

- Two-way radio or “hands free” telephone, or other acceptable communications equipment. Citizen’s Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

Control/Safety Labels - All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

All tow trucks under CMPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words “Official Police Tow” or words to that effect, without prior written approval from CMPD.

Classes of Tow Trucks

Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis gross vehicle weight rating (GVWR) and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

There will be four (4) classes of tow trucks covered under this Policy.

Class A - Light Duty:

The tow service operator shall maintain a minimum of five (5) trucks with a manufacturer’s GVWR of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier. Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8 inch 6x19 cable or original equipment manufacturer (OEM) specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A one vehicle car carrier must be equipped with 10,000 to 16,000 GVWR chassis. Class A one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8 inch 6x19 cable or OEM specifications.

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer’s GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

Class C - Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25-ton recovery equipment rating, and 200 feet of 5/8 inch cable or OEM specifications.

Class D - Super Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

Inspections

Tow trucks - An annual inspection will be conducted to determine if the operator's tow vehicles comply with sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by CMPD and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the CMPD Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by CMPD before returning to service.
2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the CMPD rotation list without further notice until the deficiency or violation is corrected.
3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Costa Mesa to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.
4. Tow Facility - CMPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.
 - If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.

- If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).
- Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

The tow service operator must be familiar with all applicable DMV regulations and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program, including lien sales, invoices and billing for each individual abated vehicle.

The tow service operator shall comply with California Vehicle Code section 10652 in reporting vehicles that have been stored for 30 days.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code sections pertaining thereto. Vehicles flagged by CMPD for destruction may not be sold by lien sale, but must be destroyed and a certificate of destruction must be provided to the CMPD.

After seventy-two (72) hours, the tow operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by operator. The operator shall not bill the City of Costa Mesa for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or CMPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills a fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

Charges for “Evidence Hold” Vehicles

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized CMPD officer.

All such vehicles shall be released from evidence as soon as practicable. CMPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the CMPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code sections 9800 through 9808, 22851 through 22856, and Civil Code sections 3067 through 3074.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

FINANCIAL INTEREST

- A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of Costa Mesa. Directly involved shall mean any of the following in common between tow service operators or applicants:
 - 1. Business license
 - 2. Insurance
 - 3. Tow truck or equipment ownership
 - 4. Employees
- B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the CMPD, as defined in the Police Tow Policy Guidelines.
- C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Costa Mesa.
- D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATION RULES

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Costa Mesa for tow rotation is based on alternation of each tow provider after a one-week period. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise CMPD at the time of notification if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the Telecommunications Division Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway or a vehicle is a hazard in the roadway and a CMPD officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be

no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a CMPD call assigned to another tow service unless requested to do so by the CMPD.

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

The tow service operator shall tow any CMPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of Costa Mesa limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any CMPD and/or other City vehicles outside the City of Costa Mesa limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire changes, jump starts and assistance with lockouts for all City vehicles requiring assistance within the city limits.

Costa Mesa Fire Department Training Vehicles

Upon request from the Costa Mesa Fire Department, the tow service operator shall provide the Costa Mesa Fire Department with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operators shall make arrangements with the Costa Mesa Fire Department to drop-off and pick up vehicles from the Costa Mesa Fire Department training lot at 2300 Placentia Avenue, Costa Mesa, California 92627, at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.
2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.
3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.
4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.
5. All records for CMPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.

6. Reports submitted shall contain information concerning services provided under the contract only.
7. At the operator's primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.
8. The records of all vehicles impounded or stored at the direction of the City of Costa Mesa shall be available for inspection only to authorized employees or officials of the City of Costa Mesa.
9. CMPD may inspect all operator records without notice during normal business hours.
10. Operators shall permit the CMPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. CMPD shall provide a receipt for any original record removed from the place of business.
11. Records shall be maintained and available for inspection for four (4) years from the date that the current contract commences.
12. Failure of the operator to comply with inspection requirements shall be cause for suspension.
13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to CMPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:
 - Name
 - Residence address
 - City
 - Zip code
 - Telephone numbers
 - Date of birth
 - Driver's license number
 - Vehicle unit number
 - Tow operator's permit number
 - Date of permit
 - Date of hire
 - Date of current list
 - Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of Costa Mesa.

15. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with CMPD's list of towed vehicles.

16. Each tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

17. Towing service providers shall submit a monthly report to the Traffic Safety Bureau, which shall include the following information:

- The total number of police impounds
- Number of times dispatched by CMPD
- Number of CMPD calls resulting in impounds
- Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20th day of each calendar month.

18. Records shall be available to the City of Costa Mesa for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of police employee requesting the tow
- Storage facility name and address
- Physical location of vehicle, if stored
- Identification of vehicle, including:
 - Year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information, including:
 - i. Date and time of release
 - ii. Name, address and telephone number of person to whom released
 - iii. Proof of identity provided

- iv. Name of employee releasing vehicle
- v. Police report number
- vi. Fees charged

19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.

20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

21. Each tow service operator shall submit this daily list of towed vehicles to CMPD's Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a Costa Mesa Tow Complaint form. CMPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions
- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

Complaints will be assigned to the Chief of Police or his/her designee for investigation. Staff will endeavor to, within ten (10) business days, send a copy of the complaint and a letter requiring a response to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- Unfounded - Incident did not occur or did occur but was lawful and within Policy.
- Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- Sustained - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

DISCIPLINARY ACTION

- A. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.
- B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.
- C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.
- D. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.
- E. After consideration of the Chief of Police's recommendation and any timely written *submission of the tow operator*, the City Manager shall issue a written determination of whether he/she concurs with the decision to suspend or terminate a contract tow service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

The City of Costa Mesa may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Costa Mesa may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the City of Costa Mesa upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Policy.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of Costa Mesa.
11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.
12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.
13. Failure to comply with any requirement of the CMPD.

EXHIBIT 2**CITY OF COSTA MESA'S CURRENT TOW RATES****Towing –**

Basic Tow	\$186.00
Flatbed or Medium Duty Tow	\$209.00
Heavy Duty Tow	\$335.00
Motorcycle Tow	\$209.00

Storage –

Outside Storage Car	\$46.00 per day
Inside Storage Car	\$64.00 per day
Outside Storage Truck	\$58.00 per day
Inside Storage Truck	\$64.00 per day
Motorcycle Storage	\$25.00 per day

Labor–

Tow Dolly	\$58.00
R & R Linkage/Driveshaft	\$28.00
Rollover/Winching	\$64.00
Hourly Labor	\$186.00 per hour
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.*)	\$58.00
Service Call - Minimum	\$80.00
On-Scene Release	\$92.00

*After hours release fee is charged on Weekends & Holidays.

City Fee–

Vehicle Impound Fee Public	*\$200.00
Vehicle Impound Fee Private	\$20.00

*The City fee was \$200.00 increase effective January 2009.

APPENDIX D FORMS

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
General Questionnaire/Requirements for Towing Services**

EXHIBIT B

CONTRACTOR'S PROPOSAL



965 W. 18th Street, Costa Mesa Ca 92627

(949)642-1252

Fax (949)646-3492

Costa Mesa City Council

77 Fair Drive

Costa Mesa, CA 92626

Dear Council Members,

Please accept the attached forms as our response to the City of Costa Mesa request for proposal number 25-17, Towing Services. This project will be managed out of our office located at 965 W. 18th St Costa Mesa Ca 92627. We can be reached by phone at 949-642-1252. No subcontractor will be used.

Below I will provide some key points from our proposal to summarize what makes our company uniquely qualified to satisfy the goals listed in the RFP. I will expand upon these key points within our RFP response.

- 100,000 Square feet of storage space
- Inside storage for 40 vehicles
- Outside storage space for 250 vehicles
- Office staffed 24/7 365 days a year
- Large fleet for quick response times
- Continuous local owner for 55 years
- On site emergency backup generator
- Extensive surveillance system

In addition to the above points we have a very experienced management team and drivers that have the training and expertise to execute the goals of this contract. Please call with any questions. Your consideration is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Miller', with a stylized flourish at the end.

Tyler Miller

Table of Contents

	Page
Cover Letter	1
Background Project Summary	3
Project Approach and Methodology	3
Qualifications and Experience of the Firm	7
Equipment and Facilities	11
Key Personnel	13
Cost Proposal	See separate PDF
Disclosure	12
RFP Related Forms and Questionnaires	Starting at page 16
Company Profile and References	21
Driver Training Certificate Examples	28
Sample Invoice	30
Employee Uniform Picture	31
G&W Towing Facility Photos	32
Financial Capacity ***Confidential***	33

- Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Attachment A of this RFP. –G&W Towing has been a provider for the CMPD for many years so we understand the demands of this City. We understand the hot spots for traffic across Costa Mesa and strategically place drivers to anticipate towing needs. We always over staff our employees in order to accomplish the goals of the CMPD in regards to storing vehicles.

G&W is situated on 100,000 square feet of land including a 10,000 square foot building, 5,650 feet of which is dedicated to Police evidence/inside storage. Our size is unique to any towing businesses in the area and allows us to store hundreds of vehicles in the heart of Costa Mesa. The work to be done in this RFP will require a lot of outdoor space along with inside evidence storage, and we have that space available. Having this space also allows us to store all our equipment, including heavy duty equipment, within a few minutes driving to anywhere in Costa Mesa. This allows us to accomplish a few of the major goals of this RFP: Providing the best possible service at a fair and low cost to the motoring public as well as providing the facilities needed to impound/store hundreds of vehicles for the CMPD. Our trucks often arrive on scene in less than 10 minutes so a G&W Towing employee can take possession of a vehicle and CMPD personnel can move on to another assignment.

We have the facilities and equipment to accomplish all of the objectives and requirements of this RFP.

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

1. Describe, in detail, the company's method of approach to the Scope of Work as defined in Exhibit 1 Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements. -G&W Towing was founded in 1970 to provide service in Costa Mesa. We are a local family owned company with 3 generations of experience. Our office, equipment and storage facilities are conveniently located at 965 W. 18th Street in Costa Mesa for quick response times. To provide the City of Costa Mesa with the best possible service our office is open and staffed with trained personnel 24 hours a day 7 days a week. This means that if an officer needs to come to our facility to inspect a vehicle or if police dispatch simply has a question about a vehicle, an onsite G&W Towing employee will be available at all times to let an officer in our yard or answer questions. Maintaining an employee onsite 24 hours a day 7 days a week allows G&W to release vehicles if necessary without delay to vehicle owners. It

also allows G&W to meet any reporting needs immediately. Records are kept onsite and reported in accordance with State law.

Basing our entire fleets of trucks, including heavy duty tow trucks, within the City allows G&W to respond to Police calls quickly. Our fleet is strategically placed around the City and often arrives on scene for police calls in less than 10 minutes.

****Please see responses below to show how we exceed minimum requirement****

A) Proposer must have 10 years of continuous tow service to a government agency:

-We have been towing for Newport Beach PD for 40 years, Costa Mesa PD for 44 years, The California Highway Patrol for 45 years, and the University of California Irvine for 15 years.

B) Must be owned by current owner for minimum 5 years: We have been owned by the same owner for 55 years. G&W has only had one owner ever.

C) Must have the ability to store 10 vehicles inside approximately 1,500 Square feet: Our secure onsite inside storage is 5,650 square feet and can fit approximately 35 vehicles inside, nearly 4 times the requirements of this RFP.

D)Must have 24 hour access to inside storage: Our inside storage is accessible 24/7. We have the proper permits to use all of our property 24/7.

2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.

G. W. Miller, President. Oversees all operations. Office 949-642-1252

Tyler Miller, Vice President. Oversees all operations. Office 949-642-1252

Chris Yagerlener, General Mgr. Oversees personnel and business operations
Office 949-642-1252

3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service. -No subcontractors will be used. G&W has the equipment and personnel to handle any request.

4. Describe in detail the company's proposed procedures for the release of a vehicle under this contract. -Vehicles with Police holds are available for pickup 24 hours a day 7 days a week with a Police vehicle release. Vehicle owners can present a vehicle release in our lobby 24/7 without waiting and upon presenting proper ID and payment will receive their vehicle.

5. Describe the company's proposed policies and procedures for allowing access to vehicles by owners. -Owners and authorized non-owners have 24 hour access to their vehicles. Vehicles with police holds are available 24 hours a day with police authorization. An ID will be required to access a vehicle and the person accessing the vehicle will be accompanied by a G&W employee to record items removed and ensure other vehicles are not touched.

Additionally, state procedures for the following:

a. Allowing the owner to cover the vehicle or take other protective measures. -We allow vehicle owners to cover their vehicles or take other protective measures. We often roll up windows

and tops on convertibles to prevent weather damage. Inside storage is also available on request.

b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.-Owners or authorized non-owners have access to vehicles 24 hours a day 7 days a week. Owners retrieving property are provided with carts for convenience to empty their vehicle. Items retrieved are recorded and signed for. A G&W employee supervises people removing property to ensure security of other vehicles in the yard.

c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.-Owners and authorized non-owners are allowed full access to their vehicle as necessary for photographs etc. Un-authorized non-owners are not allowed access.

6. For vehicles in its care, state the firm's policies and procedures for:

a. Determining whether or not a vehicle was damaged.-First, inspect the vehicle as required. Second, review the police report for the vehicle and compare findings. Then continue investigating using all resources including security cameras, vehicle tracking, and employee and customer interviews. Use that information to come to a fair conclusion.

b. Determining whether or not a vehicle was stolen.-Conduct a thorough search of our facility and investigate all possible reports(security cameras/video motion sensors etc.) and use other information to determine if anything is missing. Please note we verify our inventory multiple times a week and as a result we have not had a vehicle stolen in our 50 year history.

c. Determining whether or not a vehicle was stolen from.-Review the Police departments inventory report. Conduct a thorough investigation using all possible resources, including security cameras and motion sensors, vehicle tracking, and employee interviews to reach a fair and true resolution.

d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.-If restitution is due to an owner either G&W Towing or our insurance company would make payment.

7. State the company's policies and procedures for:

a. Determining whether or not private property was damaged in the course of the firm's duties.-Review the Police Departments report of the incident. Conduct a thorough investigation using all possible resources, and interview all witnesses to reach a fair and true resolution.

b. Making restitution to the owner or restoring the property if so determined.-If restitution is due to an owner, either our company or our insurance company could make payment.

8. State the company's policies and procedures for informing a vehicle owner:

a. A vehicle is in the firm's possession: -Notices to vehicle owners are sent as required by law using an independent third party service, licensed by the state of California.

b. The location of the vehicle: -Location of the vehicle is included in the notice sent by an independent third party service.

c. The condition of the vehicle: Condition of the vehicle is included in the report sent by the police department and the independent third party service.

9. State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints. -Any complaint received by any method is thoroughly investigated by either of our company managers to reach a fair resolution. Our managers are Chris Yagerlener and Alex Silva and they have over 50 years of experience in the tow industry between them. They are both available at our office located at 965 W. 18th Street Costa Mesa, ca 92627 or by phone at 949-642-1252.

10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established. -Any changes in policies will be communicated in writing to the City of Costa Mesa, and will be posted in our lobby for the public. Our employees are monitored daily and any policy changes are addressed at employee meetings and posted in our dispatch office.

11. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit 1 Police Tow Policy Guidelines and Requirements. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Costa Mesa Police Department. -We will meet the Police Department reporting requirements by using our computer systems storage reporting function as necessary to fully comply. Reports will be generated as required or as requested containing any information the police department requests. Our computer dispatch system can generate many data points relating to calls for service by the Police Department.

12. Propose a method of receiving completed release forms electronically from Costa Mesa Police Department by the firm, if one is available. -Releases can be received digitally by email to a designated email address we could provide. We are also able to receive releases by fax, internet or any other means if desired.

13. Propose a method of delivering the monthly report of released vehicles to Costa Mesa Police Department electronically, if available. -We are able to FAX, email, or hand deliver monthly reports if desired.

14. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored

under this contract by Costa Mesa Police Department. –We currently use computers for our information reporting requirements. Information is available 24 hours a day 7 days a week as needed. We are willing to fully cooperate with The Police Department request for share information if desired.

15. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired. –We currently use GPS tracking to position our trucks across the City to respond as quickly as possible to any call. Because we are based in Costa Mesa we always have trucks ready to respond. We also constantly upgrade our fleet to utilize the newest trucks and technology. Because of this we are able to take advantage of improvements by manufacturers so our trucks run as efficiently as possible. We always look for ways to upgrade our efficiency and if we find a way to do that we implement that strategy immediately. We have a very modern fleet to keep up with strict emissions laws in California. We are also open to any suggestions the Police Department might have for improving our service.

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

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

-G & W Towing Inc

-Corporate office: 965 W. 18th Street Costa Mesa, Ca 92627

-California corporation incorporated in 1978.

Officers: G.W. Miller, President. 965 W. 18th Street Costa Mesa, Ca 92627

Tyler Miller, Vice President. 965 W. 18th Street Costa Mesa, Ca 92627

This office opened its doors in 1990.

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

-We are not a partnership or joint venture.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

-G & W Towing, Inc. 965 W. 18th Street Costa Mesa, Ca. Owner is self.
DBA G & W Towing. 965 W. 18th Street Costa Mesa, Ca. Owner is self.

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

-None

5. How many years have you been in business under your present business name?

-55 years.

6. List all business names that you operate as a towing service in the County of Orange.

-G & W Towing, Inc.

-DBA G & W Towing

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.

-None.

8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.

-Costa Mesa Police Department, 1981-present. Full service vehicle towing and storage.
Contact: Sgt. Barnes 714-754-5125

-Newport Beach Police Department, 1980 to present. Full service vehicle towing and storage.
Contact: Deputy Director Stafford 949-644-3650

-Fountain Valley Police Department, 2020-present. Full service towing and storage.
Contact: Lt. Frahm 714-593-4485 Ext 529

-California Highway Patrol, 1980-present. Full service vehicle towing and storage.
Officer Howell 714-338-5500 Ext. 5543 Please email him and he will call you.

-University of California Irvine Police Department. Full service vehicle towing and storage.
2010 to present. Contact: Sgt. Jon Sloan 949-824-7794

-Irvine Police Department, 2018-present. Full service vehicle towing and storage.
Contact: Officer Crones 949-724-7000

9. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.

G & W Towing has been providing towing services in Costa Mesa since 1970. We have the largest indoor and outdoor storage facilities in the city and many of our employees have

been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. G & W uses the latest technology to track our fleet and position our trucks in order to serve the Costa Mesa Police Department as quickly and efficiently as possible. G & W Towing operates out of a single location so our equipment is always located nearby, this includes our heavy duty equipment and allows us to respond very quickly to calls for service. Our large secure indoor evidence area allows us to accommodate any police request for evidence hold. We could fit a bus inside if needed. The size of our indoor evidence hold area is much larger than this RFP requires and I believe that is unique to our facilities in this area. Our building is also equipped with an emergency generator should the power ever go out. Our facilities are run off a natural gas generator when electricity goes down allowing our building to remain fully operational even during a power outage. G & W Towing has been servicing the Costa Mesa Police Department for 38+ years and we have the experience and equipment to handle any situation.

10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience. – No subcontractors will be used.

11. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

G & W Towing Code of Ethics

1. To show my faith and worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
2. To provide the general public with the best possible service and to promote a sense of personal obligation to each individual customer.
3. To comply with all Federal, State, County, and City laws and regulations.
4. To aid my fellow industry man in time of need.
5. To seek success and to demand fair remuneration that is justly due, but accept no profit at the price of my own self-respect lost because of an unfair advantage taken or questionable acts on my part.
6. To promote friendly and cooperative attitudes to all members of the association.
7. To provide the public with adequate equipment, kept as clean and neat as possible, to train our drivers to be polite and courteous at all times.
8. To encourage the American free enterprise system.
9. To employ truth and accuracy in advertising and soliciting, and to honor any commitments made in the course of business.

G & W Towing Confidentiality Agreement

I understand and agree that:

1. Law enforcement contracts require the Tow Contractor and its employees, to treat as

confidential all the information provided by all agencies.

2. I may have access to, or become aware of, information regarding the pursuit, apprehension or prosecution of criminal suspects, and/or information of a highly confidential or sensitive nature.

3. I shall treat the official business of the Agencies as confidential. I agree and I shall disseminate Agency information only to those Agency bureaus, officials and/or tow contractors for whom it is intended as provided by the contract, and to no other person. I further agree not to divulge or disclose to any person and confidential or sensitive information of any kind or form learned or obtained by me.

4. I agree that I have personal and individual responsibility for the protection of Agency information, documents and material I have come in contact with.

5. I shall report at once to my immediate supervisor and the Towing Coordinator, if I am arrested, charged, convicted, or sentenced for any criminal offense relating to the protection of the public safety and interest. If I am unsure whether the offense relates to the protection of the public safety and interest, I shall report any criminal offense. I agree that failure to report as provided by this section may result in my dismissal or other disciplinary action by law enforcement agency.

G & W Towing Managerial Philosophy

The purpose and goal of our company is providing services of the highest quality to our customers and our community. To maintain this superior quality, we must present ourselves at all times with courtesy, integrity and honesty, and to hold the company, community and the customers interest and well-being foremost in our minds.

Customer Service Standards and Standards of Quality Service

G & W Towing is committed to customer service. We show it every day by providing the highest level of customer service possible. We pride ourselves on providing our customers and community with a fast, safe, professional, well trained staff 24 hours a day 365 days a year.

- A. We treat all of our customers with courtesy.
- B. We provide high quality service by a knowledgeable well trained professional staff.
- C. We regularly assess our customers and request the communities feedback. We use that information to improve any area we can.
- D. We are committed to providing services in accordance to these customer service standards.

-In order to monitor our performance we regularly receive surveys and feedback from various customers to ensure we are performing to our standards every day. We also use GPS to monitor our response times and regularly hold training meetings to update our drivers on safety procedures. This is how we maintain our standards.

a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business

Bureau. – We have and A+ rating with the Better Business Bureau. We are members of the California Tow Truck Association and the Towing and Recovery Association of America.

b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards. –We are members of the California Tow Truck Association and utilize there in person training. All employees also go through Traffic Incident Management (TIM) training. This ensures employees are trained to perform services safely. Employees also receive training through various online organizations.

c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors. –Please see the attached certificates. All our employees receive these certificates but for the purposes of this RFP I have included only one employees as an example.

d. Letters of recommendation from customers and contracting agencies. –Please see the attached letter and I encourage you to reach out to any of our listed references within this proposal as well.

e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards. –Please see the attached safety meeting summaries. This is just one month, safety meetings are held monthly. Most of our training is done online and is proprietary to the vendors we use. Please accept the certificates attached in reference to question C. See Page 47 for safety meeting example.

f. A list of references that will attest to the firm’s ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.

-Bob Evans, 3300 Jamboree Rd Newport Beach Ca, 92660 (800)927-3576, Long term customer.
Service Director at Fletcher Jones Motor Car and a long term customer.

-Tim Tauber, 445 E. Coast Hwy Newport Beach Ca, 92660 (949)673-0900
General Manager at Newport Auto Center and a long term customer.

*Please also reach out to our law enforcement references if needed which were listed above.
Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers. *****See separate Questionnaire document for Photos*****

Equipment & Facilities: The information requested in this section should describe the company or entity’ equipment and facilities. Information shall include:

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm’s plan to acquire the necessary equipment.

- 7 Wheel lift trucks*These are small trucks mainly used for parking control calls.
- 6 Flatbed medium duty trucks*these are trucks used for accident/disabled vehicles.
- 1 Heavy duty recovery truck*Handle big rig tows or vehicles that leave the roadway and need to be winched back to the road.

2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment. –We use two way radios from our dispatch office to each of our trucks. Drivers receive addresses to police calls by radio and then enter addresses in to in truck GPD units for directions. We also utilize GPS tracking on a screen in our dispatch office to guide our trucks to where they are going if needed.

3. Provide a detailed description of the firm’s facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm’s plan to acquire the necessary facility.

-Our office and storage facility is located at 965 W. 18th Street Costa Mesa Ca 92627. We occupy 100,000 square feet of property that is fully permitted to operate 24 hours a day 7 days a week. Our facilities can hold 400 vehicles outside and 35 vehicles inside. Our dispatch offices and inside evidence storage are located within a 10,000 square foot building. 5,650 square feet of our building is dedicated to secure evidence storage. Please note this is nearly 4 times what this contract calls for. Our evidence storage is concrete, clean, well lit and has 24 hour video surveillance. The evidence section is large enough to cover any vehicle for inspection by police day or night. Our evidence area is dedicated to police evidence and only managers have access to the area. Nobody other than managers and police personnel ever enter the evidence storage area. Our mechanic shop consists of approximately 1,500 square feet of the building. Our 2 full time mechanics are constantly performing routine maintenance on our trucks ensuring a safe fleet. The rest of the building is dedicated to dispatch and administrative offices.

4. Provide a detailed description of facility security. –For security our office is staffed by a G&W employee 24 hours a day 365 days a year. The yard is brightly illuminated by high powered energy efficient lights at night. The yard is enclosed by an 9 foot barbed wire fence and is routinely checked for any signs of weakness. Every in inch of the facility is covered by motion sensor security cameras that have night vision. 20 cameras are located outside and another 6 are inside to monitor everything. Audio is also recorded inside the dispatch office. Security footage can be retrieved in minutes if needed.

-Cost Proposal. **See separate document**

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

-None to disclose.

Key Personnel/Resumes of Key People

G.W. Miller-President 949-642-1252 Email: gwtow@aol.com,

- Education: some college.
- Founded G & W Towing in 1970. 50 years towing experience.
- Built company from 1 tow truck to where we are today.
- Licensed heavy duty driver.
- Certified to operate all equipment we have.
- Widely known as industry expert in towing community.
- Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.
- Certified by the California Tow Truck Association.

Tyler Miller V.P.- 949-642-1252 Email: gwtow@aol.com

- 19 years of towing industry experience.
- Education: Graduate of the University of Colorado, Boulder.
- Responsible for procuring municipal contracts.
- Licensed heavy duty driver.
- Certified to operate all equipment we have.
- Oversees all aspects of business operations and procedures.
- Certified by the California Tow Truck Association.
- Overseen a variety of government agency contracts including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD, FVPD etc.

Chris Yagerlener GM- 949-642-1252 Email: gwtow@aol.com

- Education: Some college.
- 33 years of towing industry experience.
- Licensed heavy duty operator.
- Certified to operate all equipment we have.
- Oversees staffing and personnel management.
- Certified California Tow Truck Association Heavy Duty operator.
- Long term Costa Mesa resident heavily involved in youth sports programs.
- Overseen a variety of government agency contracts including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD, CHP, FVPD etc.

Alex Silva- Manager- 949-642-1252 Email: gwtow@aol.com

- Education: High School
- 38 years of towing industry experience.
- Licensed heavy duty operator.
- Certified to operate all equipment we have.
- Responsible for day to day office management and customer interaction.
- Certified California Tow Truck Association Operator.
- Responsible for meeting Police department requirements on a day to day basis.

-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD, CHP, FVPD etc.

APPENDIX D FORMS

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
General Questionnaire/Requirements for Towing Services**



**VENDOR APPLICATION FORM
FOR
RFP No. 25-17 TOWING SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: G&W Towing Inc.

Contact Person for Agreement: Tyler Miller

Title: VP E-Mail Address: gwtow@aol.com

Business Telephone: 949-642-1252 Business Fax: 949-646-3492

Corporate Mailing Address: 965 W 18th Street

City, State and Zip Code: Costa Mesa Ca 92627

Contact Person for Proposals: Tyler Miller

Title: VP E-Mail Address: gwtow@aol.com

Business Telephone: 949-642-1252 Business Fax: 949-646-3492

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-17 TOWING SERVICES** at any time after **February 13, 2025**.



Date: 2/28/2025

Signature

Tyler Miller

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 13, 2025**, with a City Councilmember concerning informal **RFP No. 25-17 TOWING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

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.

EXHIBIT 1

CITY OF COSTA MESA

POLICE DEPARTMENT



TOW POLICY GUIDELINES AND REQUIREMENTS

JANUARY 2017

TABLE OF CONTENTS

PURPOSE	1
GOALS	1
TOW SERVICES - DEFINITIONS.....	1
RESPONSE TO CALLS	1
ABANDONED VEHICLES	2
COSTA MESA MUNICIPAL CODE ARTICLE 18	2
• TOWING SERVICE REQUIREMENTS	3
-Contract Tow Service Operators.....	3
-Tow Yard Requirements	5
-Storage Security Responsibility	6
-Evidence Hold or Special Handling Requirements	6
• BUSINESS OFFICE.....	7
-Business Office Staff.....	8
-Charges for Towing and Related Services.....	9
-City Recovery of Administrative Fees	10
-Payment.....	10
• TOW TRUCK DRIVERS	11
-Driving Infractions of Employees	12
-Drivers Training.....	13
-Drivers Licensing.....	13
-Employee Uniforms	14
• TOW TRUCK CLASSIFICATIONS AND EQUIPMENT	15
-Classes of Tow Trucks	16
-Inspections	17
• CHARGES AND LIEN SALES	18
-Charges for “Evidence Hold” Vehicles	18
• FINANCIAL INTEREST	19
• ROTATION RULES	19
• FREE SERVICES PROVIDED TO THE CITY.....	20
-Towing Services for City-Owned Vehicles	20
-Costa Mesa Fire Department Training Vehicles.....	20
• RECORDS & REPORTING	20
• COMPLAINTS	23
• DISCIPLINARY ACTION	24
• TERMINATION	25

CITY OF COSTA MESA POLICE TOW POLICY GUIDELINES AND REQUIREMENTS

PURPOSE

The purpose of the Costa Mesa Police Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing service that will be of mutual benefit to the public, the Costa Mesa Police Department ("CMPD"), and the towing companies providing that service.

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.
2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.
3. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.
3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.
4. A call for clean-up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.
5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Costa Mesa.

RESPONSE TO CALLS

Upon request by the CMPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of CMPD tow requests within the City limits.

When dispatched by CMPD, the tow service operator shall not remove any vehicle involved in a collision until authorized by CMPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private property tows, the tow service operator shall observe and notify CMPD of any damage to any property.

ABANDONED VEHICLES

Abandoned vehicles and private property tows shall comply with all provisions of California Vehicle Code sections 22650 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

COSTA MESA MUNICIPAL CODE ARTICLE 18

Each tow service operator shall comply with all applicable sections of Title 9, Chapter II, Article 18 of the Costa Mesa Municipal Code.

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render 24-hour, 7-day a week towing service, and the service area shall include the entire city limits of Costa Mesa. Towing companies shall respond to the scene within fifteen (15) minutes from the time when called by the Costa Mesa Telecommunications Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to forty-five (45) minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24-hour, 7 days-a-week basis and that it will provide the CMPD with a complete description of its towing operation for the City of Costa Mesa at the time it signs its agreement with the City. For any vehicle release during business hours, the tow service operator shall ensure that a person wait no longer than twenty (20) minutes to take possession of his/her vehicle after payment of fees. After business hours, the tow service provider shall ensure a person waiting to take possession of his/her vehicle wait no longer than thirty (30) minutes for response from the tow service operator.

Each tow service operator shall have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call shall maintain a minimum of one driver on-duty at all times. In addition, at least one driver will be on stand-by at all times.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising", or "poaching."

CONTRACT TOW SERVICE OPERATORS

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.

Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with Costa Mesa or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the CMPD with a current copy. Failure to maintain a valid permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide CMPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of Costa Mesa until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of Costa Mesa, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the CMPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their drug and alcohol free workplace policy to CMPD, and any changes to that policy shall be submitted in writing to CMPD. Failure to comply with the requirements of this policy and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and/or termination from providing tow services for the City of Costa Mesa.

The tow service operator shall notify the CMPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within thirty (30) minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of Costa Mesa.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the CMPD, the tow service operator shall have no claim against the City of Costa Mesa for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. The City of Costa Mesa makes no representation that such person will be financially responsible.

All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification, unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the CMPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

All vehicles stored or impounded as a result of a tow ordered by the City of Costa Mesa shall be towed directly to a towing service storage lot unless the CMPD or other person legally in charge of the vehicle requests that it be taken to some other location.

TOW YARD REQUIREMENTS

General Requirements

All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within five (5) miles from CMPD Headquarters (99 Fair Drive, Costa Mesa, CA 92626).

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by CMPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the CMPD and Costa Mesa Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to the tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from CMPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 vehicles, and said capacity shall be expressly for the purpose of storing Costa Mesa police tows. Tow service operators may have more than one lot in order to accommodate the 100 vehicles. All storage lots shall be located within five (5) miles of the CMPD Headquarters.

The CMPD reserves the right to require any other security devices it deems reasonably necessary.

Any damage to wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspection.

STORAGE SECURITY RESPONSIBILITY

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Costa Mesa for official police tow storage. Facilities utilized by the tow service operator for CMPD tow storage must be located within five (5) miles of CMPD Headquarters.

The tow service operator shall be held accountable for all personal property and vehicle accessories, together with the vehicle stored within its storage facility. The City of Costa Mesa, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the CMPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the CMPD shall be released, sold or dismantled without written approval (signed release) from the CMPD.

Upon taking possession of the towed vehicle, the tow service operator assumes full responsibility for the vehicle and its contents.

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured “evidence hold” area must be within the confines of the tow service provider’s primary storage facility, which shall be located within five (5) miles of the CMPD Headquarters.
- The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.
- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by police personnel, if necessary, and be accessible 24-hours, 7-days per week by members of the CMPD.
- The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.

- This space must be adequate to contain at least one (1) full-sized passenger vehicle. Please note that CMPD requires five (5) such evidence hold spaces.
- This space must be at least 1,000 square feet or more and within the tow company's main storage area.
- Vehicles impounded by the CMPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty-eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed.
- The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- Structures shall have a hard floor of either concrete or asphalt.
- Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.
- There must be adequate lighting and electrical power immediately available to the area.
- The area shall be free of pedestrian and vehicle traffic during the inspection.
- Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without CMPD's written consent.
- Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
- A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."
- The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must have one business office location within five (5) miles of the CMPD Headquarters, at which vehicles are released. The tow service provider must be able to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business within the County of Orange for a minimum of two (2) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the CMPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the CMPD in writing with effective the date of the change.

- The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.
- The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.
- The office shall be staffed and open for business Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.
- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.
- The tow service office may be closed on City of Costa Mesa recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.
- The towing service office shall possess a valid City of Costa Mesa Business License.

Business Office Staff

Employees of tow service operators shall provide good customer service at all times.

Employees shall refrain from any acts of misconduct including, but, not limited to, any of the following:

- 1) Rude or discourteous behavior.
- 2) Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
- 3) Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

All tow service operators shall comply with the following non-discrimination policy:

Non-discrimination. In performing tow services pursuant to the Police Tow Policy Guidelines and Requirements, the tow service operator shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code section 1735.

Charges for Towing and Related Services

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code section 22658 and in accordance with the rates established based on sections 9-284.8 and 9-284.9 the Costa Mesa Municipal Code.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code section 3070 (17 inches x 22 inches, with letters at least 1 inch in height).

The tow service operator agrees to provide the following services to the City at or below the rates established periodically by the City Council in accordance with section 9-284.9 of the Costa Mesa Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over ¾ ton)
- Super Heavy Duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services is rendered by the tow service operator). It will be the tow service operator's responsibility to collect its fees for services rendered pursuant to this Policy and its contract with the City, and the City of Costa Mesa shall not be responsible in any way for such charges.

In the event the CMPD errs in impounding a vehicle, or for any other reason in the CMPD's sole discretion CMPD concludes a vehicle should be released without any charges, the tow service operator shall immediately release such vehicle without charge upon request by the CMPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waivers authorized by a Costa Mesa Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed upon rate based upon hours verified by the CMPD on site.

Annually, the fees established by the City Council shall be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index ("CPI"), as set forth in section 9-284.9 of the Costa Mesa Municipal Code.

City Recovery of Administrative Fees

The tow service provider must collect the City of Costa Mesa's reasonably borne administrative costs, on behalf of the City of Costa Mesa, in the prescribed amount established by the City user fees each year. The tow service provider must remit the collected fees on or before the 20th day of each calendar month. Payments must be made by check, payable to the City of Costa Mesa. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. The City has a right to request an audit at any time. If the audit is performed and errors are found, then the City may charge the tow service provider for the audit costs.

Payment

Payment of cash or credit card with proper identification shall be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other CMPD-ordered tows, shall accept payment in the manner consistent with California Vehicle Code section 22651.1, as set forth below:

***22651.1. Payment of towing and storage costs by credit card or cash.** Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.*

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.
2. The tow service operator shall ensure that drivers assigned to respond to City of Costa Mesa service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator's contract with the City.
3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
 - Awake and alert

- Punctual
- Able to speak and write English fluently and clearly
- Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
- Possess a valid California Driver's License (CDL)
- Not under the influence of alcohol, marijuana or any controlled substance
- No DUI convictions
- Neat, clean and well groomed in appearance

Tattoos – In order to ensure a professional appearance for all tow service providers in Costa Mesa, all tattoos must be concealed by operators while working. Operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the CMPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.
5. All drivers will be required to submit to a City of Costa Mesa criminal history records check, including Live Scan fingerprinting, which will be conducted at CMPD. Felony and misdemeanor convictions may be disqualifying. The City of Costa Mesa may elect to issue identification (ID) cards to those employees that successfully pass the background check.
6. The tow service operator shall maintain and provide the CMPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.
7. The tow service operator shall notify the CMPD in writing, which may be provided via e-mail correspondence, of any change in drivers or driver status and provide the CMPD with an updated list of drivers within seven (7) calendar days following date of change during the term of the contract.

Driving Infractions of Employees

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

- 1) In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the CMPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.
- 2) Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.

- 3) Any conviction of the operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.
- 4) An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.
- 5) CMPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by CMPD will be referred to the agency with investigative jurisdiction.
- 6) Nothing herein shall be deemed to prohibit CMPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Examples:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitutes a poor driving record.
2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.
3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.
4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

Driver Training

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by CMPD have completed the training, as required by section 2436.5 of the California Vehicle Code, within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff.

The training shall include, but not be limited to, all of the following:

1. Tow truck driver and motorist safety.
2. Vehicle operation.
3. Traffic control and scene management.
4. Communication procedures.
5. Demeanor and courtesy.

Driver Licensing

The towing company shall ensure that only qualified and competent tow drivers respond to calls initiated by the CMPD. Tow drivers shall be at least eighteen (18) years old (in compliance with California Vehicle Code section 12515) and possess the following minimum class driver's license:

1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.
2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.
3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.
4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

<u>VEHICLE TYPE OR CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSE/CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by CMPD.

Employee Uniforms

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the company name as well as the employee's name in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; protective or inclement weather outer garments must also meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of Costa Mesa and the CMPD.

Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by section 1598 of the California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA).

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with all applicable provisions of the California Vehicle Code, including, but not limited to, sections 24605, 25253, 25300, 27700, and all Vehicle Code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the agreement. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times, and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by CMPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

Each tow truck shall be equipped with:

- Two-way radio or “hands free” telephone, or other acceptable communications equipment. Citizen’s Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

Control/Safety Labels - All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

All tow trucks under CMPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words “Official Police Tow” or words to that effect, without prior written approval from CMPD.

Classes of Tow Trucks

Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis gross vehicle weight rating (GVWR) and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

There will be four (4) classes of tow trucks covered under this Policy.

Class A - Light Duty:

The tow service operator shall maintain a minimum of five (5) trucks with a manufacturer’s GVWR of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier. Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8 inch 6x19 cable or original equipment manufacturer (OEM) specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A one vehicle car carrier must be equipped with 10,000 to 16,000 GVWR chassis. Class A one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8 inch 6x19 cable or OEM specifications.

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer’s GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

Class C - Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25-ton recovery equipment rating, and 200 feet of 5/8 inch cable or OEM specifications.

Class D - Super Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

Inspections

Tow trucks - An annual inspection will be conducted to determine if the operator's tow vehicles comply with sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by CMPD and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the CMPD Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by CMPD before returning to service.
2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the CMPD rotation list without further notice until the deficiency or violation is corrected.
3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Costa Mesa to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.
4. Tow Facility - CMPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.
 - If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.

- If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).
- Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

The tow service operator must be familiar with all applicable DMV regulations and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program, including lien sales, invoices and billing for each individual abated vehicle.

The tow service operator shall comply with California Vehicle Code section 10652 in reporting vehicles that have been stored for 30 days.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code sections pertaining thereto. Vehicles flagged by CMPD for destruction may not be sold by lien sale, but must be destroyed and a certificate of destruction must be provided to the CMPD.

After seventy-two (72) hours, the tow operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by operator. The operator shall not bill the City of Costa Mesa for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or CMPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills a fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

Charges for “Evidence Hold” Vehicles

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized CMPD officer.

All such vehicles shall be released from evidence as soon as practicable. CMPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the CMPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code sections 9800 through 9808, 22851 through 22856, and Civil Code sections 3067 through 3074.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

FINANCIAL INTEREST

- A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of Costa Mesa. Directly involved shall mean any of the following in common between tow service operators or applicants:
 - 1. Business license
 - 2. Insurance
 - 3. Tow truck or equipment ownership
 - 4. Employees
- B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the CMPD, as defined in the Police Tow Policy Guidelines.
- C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Costa Mesa.
- D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATION RULES

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Costa Mesa for tow rotation is based on alternation of each tow provider after a one-week period. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise CMPD at the time of notification if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the Telecommunications Division Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway or a vehicle is a hazard in the roadway and a CMPD officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be

no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a CMPD call assigned to another tow service unless requested to do so by the CMPD.

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

The tow service operator shall tow any CMPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of Costa Mesa limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any CMPD and/or other City vehicles outside the City of Costa Mesa limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire changes, jump starts and assistance with lockouts for all City vehicles requiring assistance within the city limits.

Costa Mesa Fire Department Training Vehicles

Upon request from the Costa Mesa Fire Department, the tow service operator shall provide the Costa Mesa Fire Department with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operators shall make arrangements with the Costa Mesa Fire Department to drop-off and pick up vehicles from the Costa Mesa Fire Department training lot at 2300 Placentia Avenue, Costa Mesa, California 92627, at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.
2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.
3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.
4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.
5. All records for CMPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.

6. Reports submitted shall contain information concerning services provided under the contract only.
7. At the operator's primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.
8. The records of all vehicles impounded or stored at the direction of the City of Costa Mesa shall be available for inspection only to authorized employees or officials of the City of Costa Mesa.
9. CMPD may inspect all operator records without notice during normal business hours.
10. Operators shall permit the CMPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. CMPD shall provide a receipt for any original record removed from the place of business.
11. Records shall be maintained and available for inspection for four (4) years from the date that the current contract commences.
12. Failure of the operator to comply with inspection requirements shall be cause for suspension.
13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to CMPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:
 - Name
 - Residence address
 - City
 - Zip code
 - Telephone numbers
 - Date of birth
 - Driver's license number
 - Vehicle unit number
 - Tow operator's permit number
 - Date of permit
 - Date of hire
 - Date of current list
 - Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of Costa Mesa.

15. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with CMPD's list of towed vehicles.

16. Each tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

17. Towing service providers shall submit a monthly report to the Traffic Safety Bureau, which shall include the following information:

- The total number of police impounds
- Number of times dispatched by CMPD
- Number of CMPD calls resulting in impounds
- Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20th day of each calendar month.

18. Records shall be available to the City of Costa Mesa for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of police employee requesting the tow
- Storage facility name and address
- Physical location of vehicle, if stored
- Identification of vehicle, including:
 - Year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information, including:
 - i. Date and time of release
 - ii. Name, address and telephone number of person to whom released
 - iii. Proof of identity provided

- iv. Name of employee releasing vehicle
- v. Police report number
- vi. Fees charged

19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.

20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

21. Each tow service operator shall submit this daily list of towed vehicles to CMPD's Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a Costa Mesa Tow Complaint form. CMPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions
- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

Complaints will be assigned to the Chief of Police or his/her designee for investigation. Staff will endeavor to, within ten (10) business days, send a copy of the complaint and a letter requiring a response to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- Unfounded - Incident did not occur or did occur but was lawful and within Policy.
- Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- Sustained - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

DISCIPLINARY ACTION

- A. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.
- B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.
- C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.
- D. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.
- E. After consideration of the Chief of Police's recommendation and any timely written *submission of the tow operator*, the City Manager shall issue a written determination of whether he/she concurs with the decision to suspend or terminate a contract tow service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

The City of Costa Mesa may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Costa Mesa may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the City of Costa Mesa upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Policy.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of Costa Mesa.
11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.
12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.
13. Failure to comply with any requirement of the CMPD.

EXHIBIT D

FEE SCHEDULE

APPENDIX B
COST PROPOSAL

DESCRIPTION	RATE
Towing	
Basic Tow	\$ 219.00
Flatbed or Medium Duty Tow	\$ 247.00
Heavy Duty Tow	\$395.00
Motorcycle Tow	\$ 247.00
Storage	
Outside Storage Car	\$54 .00
Inside Storage Car	\$ 77.00
Outside Storage Truck	\$68.00
Inside Storage Truck	\$77.00
Motorcycle Storage	\$29.00
Labor	
Tow Dolly	\$ 68.00
R&R Linkage/Driveshaft	\$33.00
Rollover/Winching	\$77.00
Hourly Labor	\$ 219.00
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.)	\$ 68.00
Service Call - minimum	\$94.00
On-Scene Release	\$109.00



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-327

Meeting Date: 6/17/2025

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

DEPARTMENT: PUBLIC WORKS DEPARTMENT / GENERAL SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) with Ware Disposal, Inc., 1035 E. 4th Street, Santa Ana, CA 92701, for a two (2) year agreement and up to three (3) additional one-year term periods for Solid Waste Collection Services at City facilities for a not-to-exceed initial annual cost of \$145,667, and future annual increases equal to or less than the Consumer Price Index (CPI).
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the PSA and any future amendments to the agreement, only if the rate increase is equal to or less than the annual Consumer Price Index (CPI).

BACKGROUND:

The City currently has an agreement with Ware Disposal, Inc. to remove commercial refuse at 22 City facilities at least once per week and at selected locations on a more frequent basis, up to five (5) days per week. The existing contract with Ware Disposal, Inc. will expire on July 31, 2025.

ANALYSIS:

On March 24, 2025, the City released a Request for Proposal (RFP) on planet-bids for solid waste collection services at city facilities. Five (5) proposals were received to provide these services; a summary of the bid results is included as Attachment 1. Proposals were screened for compliance with the City's RFP and were evaluated based on the method of approach, qualifications, experience, staffing and cost proposal.

To ensure an objective selection process, an evaluation committee was assembled, and all members evaluated proposals independently. After a thorough evaluation of the proposals, it was determined that interviews were needed for the top three (3) proposers. Following the interviews held on May 5, 2025, and combining the scores of the proposal evaluations and interviews, the evaluation committee found Republic Services to be well qualified to perform the requested services. However, Republic Services' cost proposal was over budget. Republic Services confirmed their proposed cost was best and final offer.

The City moved on to the next proposer, who received the second highest score, Ware Disposal, Inc. The cost proposal submitted by Ware Disposal Inc. represents savings to the City in the amount of \$114,333.20. As the current provider, Ware Disposal Inc. also has a good understanding of the scope of services at various City facility locations. Ware Disposal, Inc. has proposed to process the materials through the combined use of sorting at their large volume transfer/processing station, Madison Materials, located in Santa Ana. This will assist the City in maintaining long-term waste diversion goals, including recycling of materials that would otherwise be land-filled.

Therefore, staff recommends award of a PSA to Ware Disposal, Inc. for two (2) years with three (3) one-year renewal periods in a not to exceed amount of \$145,666.80 annually.

ALTERNATIVES:

The City may consider re-issuing the RFP for Solid Waste Collection Services at City facilities. However, this process is unlikely to obtain cost below that of Ware Disposal, Inc. and would also require the City to also extend the current contract with Ware Disposal, Inc. to reduce possible service impacts. Staff does not recommend this option.

FISCAL REVIEW:

The cost of refuse removal services for City facilities is budgeted in the Adopted Fiscal Year 2025-26 Operating Budget in the General Fund (Fund 101) and Housing Authority Funds (Fund 222, 223).

LEGAL REVIEW:

The City Attorney's Office has prepared the Professional Services Agreement (Attachment 2), reviewed this report and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goal:

- Advance Environmental Sustainability and Climate Resiliency
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) with Ware Disposal, Inc., 1035 E. 4th Street, Santa Ana, CA 92701, for a two (2) year agreement and up to three (3) additional one-year term periods for Solid Waste Collection Services at City facilities for a not-to-exceed initial annual cost of \$145,667, and future annual increases equal to or less than the Consumer Price Index (CPI).
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the PSA and any future amendments to the agreement, only if the rate increase is equal to or less than the annual Consumer Price Index (CPI).

City of Costa Mesa

Prospective Bidders for Project Solid Waste Collection Services at City Facilities (RFP No. 25-21)

Issued on 03/24/2025

Bid Due on April 09, 2025 2:00 PM (PDT)

Reference ID:

Categories: 562111, 562212, 562213, 924110

Exported on 04/09/2025

CONSULTANTS	COST		LOWEST
Republic Services	\$	362,567.09	\$ 145,666.80
Robert's Waste & Recycling	\$	290,000.00	\$ 145,666.80
Universal Waste Systems	\$	444,000.00	\$ 145,666.80
WARE	\$	145,666.80	\$ 145,666.80
Waste Management & Recycling, Inc.	\$	260,000.00	\$ 145,666.80

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide solid waste collection services for City facilities, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals, including Addendum to Request for Proposals (RFP No. 25-1), attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Contractor's annual compensation during the initial two-year term of this Agreement shall not exceed One Hundred Forty-Five Thousand Six Hundred Sixty-Six Dollars and Eighty Cents (\$145,666.80). Contractor

agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at least thirty (3) days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined by using the May index for the current year and the May index for the preceding year. However, in no event shall any increase in Contractor's prices exceed two percent (2%). The Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1] year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations,

products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials,

agents, employees, and volunteers.

- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b)

48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

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

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the

work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subContractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subContractors shall not, without the prior written approval of the City Representative, perform

work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONTRACTOR

Signature

Date: _____

Brad Timmons, Customer Service Manager

CITY OF COSTA MESA

Cecilia Gallardo-Daly
Acting 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:

Kevin Gaxiola
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS (RFP No. 25-1)



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



PUBLIC WORKS

CITY OF COSTA MESA

Released on

March 24, 2025

REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

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

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

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

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

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

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

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

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

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

Release of RFP	March 24, 2025
Deadline for Written Questions	April 1, 2025, at 11:00 a.m.
Responses to Questions Posted	April 4, 2025
Proposals are Due	April 9, 2025, by 2:00 p.m.
Approval of Contract	TBD

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

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

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

B. Customer service and communication with City staff are a high priority in the City's selection criteria. Successful proposers will be able to demonstrate adequate staffing in this area, demonstrate focus to environmental sustainability and detail methodologies used to coordinate scheduling and response to City questions and concerns.

C. Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste in both the State of California and the County of Orange. As a City services contract, this agreement and the services thereto are exempt from franchise fee requirements.

D. The Contractor shall assign a project manager. This individual will serve as the main point of contact and someone who can be reached during normal working hours, or emergencies, and must be authorized to make decisions on matters pertaining to this contract to the City.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and

should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project’s potential issues and response to them.
 5. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal
 6. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide construction management services.
 2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 3. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 4. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 5. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
 6. A list of similar projects that your firm has completed within the last five years shall be included in the submitted proposal. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Services,

please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on April**

9, 2025. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **April 1, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

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

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

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Project Approach & Methodology ----- 40%**
2. **Qualifications & Experience of Firm ----- 30%**
3. **Key Personnel ---- 25%**
4. **Cost Proposal -----5%**

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

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

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

C. Interviews, Presentation, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of May 5th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

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

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

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

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

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

- Preparing Proposal in response to this RFP.
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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

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

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

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

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which will be modified by the City to include federal requirements.

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

Resource efficiency and recovery is one of the fundamental pillars of sustainability at the City of Costa Mesa and as a result, the Department of Public Works has developed and administers a robust waste collection and recycling program.

Through this Request for Proposal (RFP), the City of Costa Mesa (City) declares its intention to solicit competitive proposals from qualified Contractors to provide the following solid waste collection services; the term is expected to be for two years with three one-year renewal options.

1. Bin service collection at City Hall, two (2) police facilities, six (6) fire stations, two (2) corporate yards, and nine (9) parks and community facilities (listing provided below);
2. Roll-off container service at the City's main corporate yard for general refuse;
3. Bulky item collection (via roll-off at main corporate yard) for furniture, etc.;
4. Recycling collection (via roll-off at main corporate yard) for scrap metal and appliances;
5. Recycling collection (via roll-off at main corporate yard) for 'green waste';
6. Roll-off container service at the City's main corporate yard for street sweeper debris (low boy container);
7. Organic waste recycling collection via bins and/or carts at City facilities (optional);
8. Recycling collection via bins and/or carts at other City facilities (optional).

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU
1 - City Hall (77 Fair Dr.)	Trash	3cyd Bin	2	3x
1 - City Hall (77 Fair Dr.)	Organics	65-gallon cart	1	1x
1 - City Hall (77 Fair Dr.)	Recycling	3cyd Bin	1	3x
2 - Main Police Department (99 Fair Dr.)	Trash	3cyd Bin	2	3x
3 - Fire Station #1 (1570 Adams Ave.)	Trash	3cyd Bin	1	1x
4 - Fire Station #2 (800 Baker St.)	Trash	3cyd Bin	1	1x
5 - Fire Station #3 (1865 Park Ave.)	Trash	3cyd Bin	1	1x
6 - Fire Station #4 (2300 Placentia Ave.)	Trash	3cyd Bin	2	1x
7 - Fire Station #5 (2450 Vanguard Way)	Trash	3cyd Bin	1	1x
8 - Fire Station #6 (3350 Sakioka Dr.)	Trash	3cyd Bin	1	1x

9 - DRC/Hertzog (1845 Park Ave.)	Trash	3cyd Bin	2	2x
9 - DRC/Hertzog (1845 Park Ave.)	Recycling	3cyd Bin	1	2x
9 - DRC/Hertzog (1845 Park Ave.)	Organics	65-gallon cart	1	1x
10 - Balearic Comm. Center (1975 Balearic Dr.)	Trash	3cyd Bin	1	2x
11 - Fairview Park Train Station (2480 Placentia Ave.)	Trash	3cyd Bin	1	1x
12 - Old Corp. Yard (2300 Placentia Ave.)	Trash	3cyd Bin	1	1x
12 - Old Corp. Yard (2300 Placentia Ave.)	Recycling	3cyd Bin	1	1x
13 - Bridge Shelter (3175 Airway Ave.)	Trash	3cyd Bin	3	2x
13 - Bridge Shelter (3175 Airway Ave.)	Recycling	3cyd Bin	1	1x
13 - Bridge Shelter (3175 Airway Ave.)	Organics	65-gallon cart	3	2x
14 - James Street (707-711 W. 18 th)	Trash	3cyd Bin	2	2x
14 - James Street (745 W. 18 th)	Trash	3cyd Bin	1	2x
14 - James Street (734 W. James)	Trash	3cyd Bin	1	2x
14 - James Street (740-744 W. James)	Trash	3cyd Bin	2	2x
14 - James Street (717 W. James)	Trash (w/ lock)	3cyd Bin	1	2x
14 - James Street (721 W. James)	Trash (w/ lock)	3cyd Bin	1	2x
14 - TeWinkle Park (970 Arlington Dr.)	Trash	3cyd Bin	1	3x
15 - Jack Hammet Sports Complex (2750 Fairview Rd.)	Trash	3cyd Bin	1	1x
16 - Hamilton Community Garden (523 Hamilton)	Trash	3cyd Bin	1	1x
16 - Hamilton Community Garden (523 Hamilton)	Organics	65-gallon cart	1	1x
17 – Bark Park (890 Arlington Dr.)	Trash	3cyd Bin	1	1x
18 - Senior Center (695 W 19 th St.)	Trash	3cyd Bin	1	5x
18 - Senior Center (695 W 19 th St.)	Organics	65-gallon cart	1	1x
19 - Westside Police Substation (573 W 18 th S.)	Trash	3cyd Bin	1	1x
20 - Del Mar Community Garden (170 Del Mar Ave.)	Trash	3cyd Bin	1	1x
20 - Del Mar Community Garden (170 Del Mar Ave.)	Organics	65-gallon cart	1	1x

Table 2. Recurring and/or Semi-Regular Roll-off Service

Location	Container Type	No. of Bins	Bin Size	Frequency
New Corp Yard (2310 Placentia Ave.)	Trash	1	40cyd roll-off	5x/Week
New Corp Yard (2310 Placentia Ave.)	Furniture	1	40cyd roll-off	1x/Week
Additional*	Furniture	Each	40cyd roll-off	On-Call
New Corp Yard (2310 Placentia Ave.)	Green Waste	1	40cyd roll-off	On-Call
Old Corp Yard (2300 Placentia Ave.)	Appliances	1	40cyd roll-off	On-Call
Additional*	Mattress	1	40cyd roll-off	On-Call
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call
<p>*“Additional” may require a container left on site, at City discretion. Pricing for 5-day per-week collection of the trash roll-off should be presented as a flat monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.</p>				

Table 3. Other Services

Location	Container Type	No. of Bins	Bin Size	Frequency
Various	Organics (Food)	1 standard cart	65-gallon or equivalent offered	1/Week
Various	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week
Various/Events	Temp. Trash	1	3cyd bin	On-Call
Various/Events	Event Boxes	Per-Unit	Standard	On-Call
Various	Construction/ Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only
Various	Construction/ Demolition	1	40cyd roll-off	Per-Ton Disposal Charge
<p>**Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. These services are needed on an on-call basis. With regards to organic waste recycling, please provide your various container sizes available and pricing for each. For events, the City will often need boxes to collect refuse and recycling, and a bin for consolidation and pick-up. Lastly, City crews may need a roll-off container for construction/demolition waste. Typically, this is a 40-yard container, though a low-boy may occasionally be requested. Your pricing should segregate per-ton disposal costs. When requested, split bins must be available to accommodate space constraints at City facilities.</p>				

Table 4. Other Fees

Fee Type	Charge
Overfilled Container*	
Contamination Charges*	
Late Payment	
Special Access Vehicle (Scout)	
Lock Service Fee	
Delivery of Container (3-40cyd)	
Delivery of Cart	

*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



PUBLIC WORKS

CITY OF COSTA MESA

Released on

March 24, 2025

APPENDIX C FORMS

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



**VENDOR APPLICATION FORM
FOR
RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: WARE DISPOSAL INC

Contact Person for Agreement: JAY WARE / BRAD TIMMONS

Title: GM / SALES E-Mail Address: jay@wardisposal.com
brad@wardisposal.com

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

Corporate Mailing Address: PO BOX 1318

City, State and Zip Code: SANTA ANA CA 92702

Contact Person for Proposals: JAY WARE / BRAD TIMMONS

Title: GM / SALES E-Mail Address: jay@wardisposal.com
brad@wardisposal.com

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

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Request
Certificate**

<i>Initial Filing Date</i>	06/14/1982
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	1035 EAST FOURTH STREET SANTA ANA, CA 92701-4750
<i>Mailing Address</i>	PO BOX 1318 SANTA ANA, CA 92702-1318
<i>Statement of Info Due Date</i>	06/30/2024
<i>Agent</i>	Individual JUDITH HELAINE WARE 1035 EAST FOURTH STREET SANTA ANA, CA 92701-4750

Names & Titles of Corporate Board Members

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

Names	Title	Phone
JUDITH WARE	PRESIDENT	[REDACTED]
BEN WARE	VICE PRESIDENT	[REDACTED]
JAY WARE	GENERAL MANAGER	[REDACTED]

Federal Tax Identification Number:

[REDACTED]

City of Costa Mesa Business License Number: ATTACHED

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

City of Costa Mesa Business License Expiration Date: ATTACHED



CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - HDL-02737

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5235

BUSINESS NAME WARE DISPOSAL INCORPORATED
/DBA

BUSINESS LOCATION 1451 MANHATTAN AVE
FULLERTON, CA 92831

PRINCIPAL'S NAME: WARE, JUDITH

SPECIAL CONDITIONS:

EXPIRATION DATE: January 31, 2026

DESCRIPTION: WASTE HAULER

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE -
TO BE POSTED IN A CONSPICUOUS PLACE

This Business Tax Certificate does not guarantee compliance with State or
Federal licensing requirements. Issuance of this certificate indicates that the
entity has paid the applicable Business Tax, pursuant to the CMMC Title 9
Chapter 1, and is issued for revenue purposes only.

California Civil Code §51.6 prohibits businesses from engaging in genderbased discrimination. A full notice is available
in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Above is your Business License Certificate

Please Note

Every business is responsible for the annual renewal of this license.

Contact the Business License Division at (714) 754-5235 prior to any of the following changes:

1. Name change
2. Location change
3. Ownership change
4. Business activity change
5. Business type change

Your business license certificate must be kept at the place of business and made available for inspection.



BUSINESS LICENSING
77 FAIR DRIVE



City of Costa Mesa
BUSINESS LICENSE TAX CERTIFICATE

WARE, JUDITH
PO BOX 1318
SANTA ANA, CA 92702-1291

License Number: [REDACTED]

Date of Issue: 2/1/2025

ID: 12

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES** at any time after **March 24, 2025**.


Signature

Date: 4-4-2025

JAY WARE / GENERAL MANAGER

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 24, 2025**, with a City Councilmember concerning informal **RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date:

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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



N/A

COMPANY PROFILE & REFERENCES**Company Legal Name:**

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

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

Business Address: 1035 E 4TH STREET - SANTA ANA CA 92701

Website Address: WWW.WAREDISPOSAL.COM

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: jay@waredisposal.com / brad@waredisposal.com

Length of time the firm has been in business: SINCE 1968 / 57 YEARS

Length of time at current location: 21 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:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: JAY WARE / BRAD TIMMONS

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: JAY@WAREDISPOSAL.COM / BRAD@WAREDISPOSAL.COM

Contact person for accounts payable: KEVIN HALL

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: KEVIN@WAREDISPOSAL.COM

Name of Project Manager: JAY WARE / BRAD TIMMONS

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: JAY@WAREDISPOSAL.COM / BRAD@WAREDISPOSAL.COM

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:

Contact Name: SEE ATTACHED PAPER WORK

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



Reference List

- 1-Inglewood Unified School District (6-Years) 310-680-4893
Mike Orona / Deputy Chief Maintenance Operations / Mike.orona@inglewoodusd.com
401 S Inglewood Blvd, Inglewood, CA 90301
Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$350,000.00 Annually

- 2-Rowland Unified School District (5-Years) 626-965-2541
Rosana McLeod / Director of Purchasing / rmeleod@rowlandschools.org
1830 Nogales Street, Rowland Heights, CA 91748
Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$290,000.00 Annually

- 3-Irvine Unified School District (12-years) 949-936-5303
Jennifer Razo / Director Sustainability / JenniferRazo@iusd.org
100 Nightmist, Irvine CA 92618
Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$365,000.00 Annually

- 4-Walnut Valley Unified School District (8-Years) 909-595-1261
Suzanne Beach / Director of Operations & Purchasing / sbeach@wvusd.org
880 S Lemon Ave, Walnut CA 91789
Solid Waste & Recycling / Organics - G W / Roll Off Services \$279,000.00 Annually

- 5-Norwalk La Mirada Unified School District (7 Years) 562-210-2000
Steve Fericean / Director of Purchasing / SFericean@nlmusd.k12.ca.us
12820 Pioneer Blvd, Norwalk CA 90650
Solid Waste & Recycling / Organics - G W / Roll Off Services \$207,000.00 Annually

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.

[illegible]

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

Date _____



FIRM INFORMATION

Ware Disposal is exceptionally qualified to service your district and look forward to becoming your provider. We have maintained a perfect record with regards to safety while servicing your divisions and we will increase your recycling diversion percentage across all divisions of all materials we remove from all your campuses we service. We deliver all of the wastes and recyclables to our mixed waste resource recovery processing facility Madison Materials.

Importantly, we service all of the campuses with clean air vehicles using Compressed Natural Gas (CNG) and adding an electric service vehicle, which you will be the first customer to receive services from this type of truck. Our service is premised on our internal mandate of the Minuteman principle: whatever the job and activity, we make sure all your needs are addressed and handled immediately.

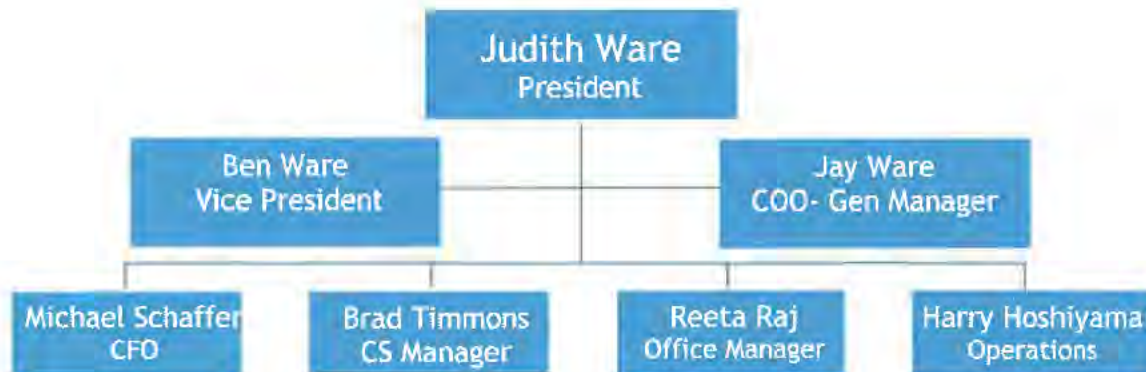
Overall, Ware Disposal has exemplary qualifications. Ware Disposal remains one of the longest standing, locally-owned and operated solid waste and recycling providers not only in Orange County, but also in Southern California; and it has secured a top 34 ranking in both Waste Age and Waste and Recycling industry publications.

Ware Disposal provides and services all manner of storage equipment ranging from carts to bins to roll offs to compactors. Plus, we also offer temporary collection services from Los Angeles to San Diego; and many experts regard Ware Disposal as the industry leader in their provision. Ware Disposal has more than the required expertise to maximize the recoverability of construction and demolition debris, organics and food wastes, and typical recyclables, to prevent them from being landfilled. To summarize:

- Certified Woman Business Enterprise & Family-Owned Firm
- Serving Southern California since 1968 including Los Angeles County – San Bernardino County – Riverside County – Orange County - San Diego County
- Over 20,000 single-family residential customers serviced every week
- Several thousand businesses serviced weekly
- Over 125 CNG Service Trucks + New Electric Service Vehicle
- Customer service with comprehensive state-of-the-art CS systems including real time tracking and performance of all service vehicles, onboard tablets tracking all loads and services, and direct communications with senior staff at Ware Disposal more detail within proposal.



EXECUTIVE & MANAGEMENT SUMMARY



Our Customer Service supervisors exist to provide daily guidance to CSRs with on-going customer service etiquette training, use of the Sof-Pak software system, reviewing and monitoring of telephone calls and emails, etc. Ware Disposal has a supervisor in each location to ensure company policies are followed at all times and to maintain our excellent record of customer service. Ware Disposal conducts monthly staff meetings to review prior CSR performance, provide new and refresher training courses, city rules and regulations and, in certain cases, field experience to actually understand the industry.

The normal training program from start to finish takes about four (4) weeks. All of Ware Disposal's supervisors have been employed by the Company for over five years and, in a number of cases, a decade or more.

Examples of daily CSR functions are as follows: scheduling waste assessments, answering questions from customers, taking orders for service, taking changes and special requests, entering in special item pick-ups, ordering service modifications, answering billing questions, establishing or terminating services, ordering temporary service, determining discount qualifications, etc.





KEY PERSONNEL

JUDITH HELAINE WARE / PRESIDENT & CEO

Judith has been the President and CEO of Ware Disposal Certified Women Owned Business (WBE) since its inception in 1968. She understands accounting principles utilized by large-scale CPA firms to produce the Company's financials and to adhere to generally accepted accounting principles. She develops the Company's overall corporate strategy (through the Company's annual corporate plan) and deals with financing/leasing companies in securing the requisite financing of capital equipment. She has participated in many workshops, seminars and conferences at the local and state level, and has helped local government develop permanent solutions to meeting their diversion requirements under AB 939, as well as more recent legislative mandates. Her participation at the local and state level has directly led a number of municipalities to implement construction and demolition debris recycling, and green waste recovery programs to capture high levels of diversion. Her knowledge of the solid waste and recycling industry is based on her 52 years of experience in the industry, and is beyond reproach. She has overseen the growth of Ware Disposal from three (3) trucks in 1968 to a fleet of 125 today. While managing the Company, she is also highly active in civic affairs and sits on a number of corporate/non-profit boards, including the California Women's Leadership Association, The Boys and Girls Club of Santa Ana, The Raise Foundation, and the Orange County Taxpayer's Association. She is a community partner, like the rest of the Company, and has been happily married since 1966. She has one son (Jay Ware, the Company's General Manager) and a daughter.



BEN MARLON WARE / VICE PRESIDENT-SECRETARY

Ben Ware is an original co-founder and a minority owner of Ware Disposal. He possesses 65 years of experience in the solid waste and recycling industry. He has a full understanding of managing the daily operations of a large-scale truck fleet and what makes our operations for the company run smoothly. When he established the Company in 1968, he was a pioneer in collecting and recycling waste materials, well before AB 939 and even before the original Earth Day 1970.

JAY WARE / GENERAL MANAGER

Jay Ware possesses 37+ years of experience in the solid waste and recycling industry. He began his career in the industry at Ware Disposal by driving routes, setting up service for customers, and assisting customer needs. He possesses a like amount of experience in upper management as Ware Disposal's General Manager; a position he has held now for several years. He has a full understanding of managing the daily operations of our fleet, while maintaining an open-door policy for all of his employees; helping staff when needed and making sure tasks are completed in a timely manner.

Jay was a driving force behind opening Ware Disposal's resource recycling facility (Madison Materials), and it was his forward thinking that has given us a facility that can process multiple different types of debris. He believed that mixed commercial debris along with construction and demolition materials could best be handled by recycling and processing these materials through a custom sorting system therefore diverting this debris from being landfilled and helping jurisdictions increase their diversion percentage and become compliant with California recycling mandates. Madison Materials opened in 2002 and obtained a full solid waste facility permit from the California Integrated Waste Management Board in September 2004. Jay has been very instrumental in the tremendous growth at Ware Disposal over the last decade due to the achievement of Madison Materials. Jay is a current board member of the Los Angeles City Disposal Association (LACDA). He graduated in 1992 from the University of Southern California (USC) with a degree in business administration and communications.



MICHAEL SHAFFER / CHIEF FINANCIAL OFFICER

Michael Shaffer is the CFO of Ware Disposal, and he possesses more than 15 years of progressively responsible experience in his career. Michael has led accounting groups at Fortune 500 companies as well as small early stage growth enterprises. Among his significant previous positions, Michael served as Vice President of Administration and CFO of Nakoma Group, a California-based management consulting firm specializing in Oracle-based ERP system implementations and upgrades. He was the Finance Director (Division Controller) for Endeavors Technology, a US subsidiary of publically traded UK firm Tadpole Technology. Prior to his years with Endeavors, Michael held various accounting related roles at Fortune 500 energy services firm Sempra Energy (NYSE:SRE). Michael holds a BS in Economics degree from California Polytechnic University, San Luis Obispo.

BRAD TIMMONS /CUSTOMER SERVICE MANAGEMENT

Brad Timmons has over 30 years of experience in the solid waste and recycling industry. He has previously worked in a number of capacities for other firms such as Western Waste Industries. After WWI was purchased by Waste Management, Brad joined Ware Disposal and has been a valuable team leader ever since (30+ years). He possesses many years of practical experience that will benefit from; and the agency can be assured that he will continue to be our liaison to maintain routing, assuring bins and equipment are in working order and presentable, and that tonnage is tracked accurately so diversion reports are timely and regular. He will be involved with the education and outreach to make sure materials are sorted properly, and that maintenance and employees are well versed on what is processed and recycled, and what is not. Brad will assist in targeting key sectors of each division in all cities so all locations can increase their participation in recycling and diversion programs to meet all of the new state mandates including AB 341 (Mandatory Commercial Recycling), AB 1826 (Mandatory Commercial Organics Recycling), and SB 1383 (Short Lived Climate Pollutants). Brad will also help in any public relations matters that may arise.

HARRY HOSHIYAMA / SENIOR OPERATIONS MANAGER

Harry has been the Senior Operations Manager for Ware Disposal for several years now. Prior to becoming the Senior Operations Manager, he was Ware Disposal's chief mechanic and he got his entry into the firm as a driver for the Company, driving both front-end loader and roll-off routes. He will be one of the lead individuals to ensure continuity in operations, and progressively improved diversion rates. He has assisted the Company in making routes more efficient, and we are pleased to note that he was the leading force for implementing a GPS system in all of the Company's trucks in 2018. He is also the key individual involved in recruiting and training any new drivers and service staff needed.

REETA RAJ / OFFICE MANAGER

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

The following summarizes the roles and responsibilities of key company personnel.

Role	Responsibility
Managers	<p>WDCO managers, academic and administrative, are responsible for ensuring that:</p> <ul style="list-style-type: none"> • Individuals under their management have the authority to implement appropriate health and safety policies, practices and programs; • Areas under their management have adequate resources for health and safety programs, practices, and equipment; and • Areas under their management are in compliance with WDCO health and safety policies, practices and programs.
Supervisors	<p>WDCO supervisors, including supervisors and Principal Investigators (PIs), are responsible for protecting the health and safety of employees and visitors working under their direction or supervision. This responsibility entails:</p> <ul style="list-style-type: none"> • Being current with and implementing WDCO health and safety policies, practices and programs; • Ensuring that workplaces and equipment are safe and well maintained; • Ensuring that workplaces are in compliance with WDCO policies, programs and practices, and • Ensuring that employees and visitors under their supervision or within their work areas have been provided with appropriate safety training and information, and adhere to established safety practices and requirements.
Staff	<p>Staff are responsible for:</p> <ul style="list-style-type: none"> • Keeping themselves informed of conditions affecting their health and safety; • Participating in safety training programs as required by WDCO policy and their supervisors and instructors; • Adhering to health and safety practices in their workplace; Advising of or reporting to supervisors potentially unsafe practices or serious hazards in the workplace, classroom or laboratory.

EH&S*	<p>Environmental Health and Safety (EH&S) is responsible for:</p> <ul style="list-style-type: none"> • Reviewing legislation, recommending policies, and monitoring compliance with environmental and health and safety statutes and regulations and WDCO health and safety policies and programs; • Developing institutional safety and compliance programs and assisting departments and managers with implementation • Providing guidance and technical assistance to supervisors and managers in departments and other work units in identifying, evaluating, and correcting health and safety hazards; • Developing programs for the safe use of hazardous substances; • Providing training materials, assistance, and programs in safe work practices; • Providing guidance on effective emergency management and business continuity programs, and providing emergency response services for incidents involving hazardous materials; • Providing fire prevention, inspection, engineering and systems maintenance services; and • Hazardous waste management and disposal services.
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* While EH&S is responsible for developing and recommending relevant health and safety policies, institutional policy approval rests with other Ware Disposal authorities depending on the content of the proposed policies.

- Copy of the Proposer's safety plan and Injury and Illness Prevention Program including protocols and procedures
- Copy of the Proposer's annual safety training schedule, as well as annual safety training schedule for subcontractor's and facilities the Proposer plans to use during the term of the Agreement

In the following, Ware Disposal provides a detailed overview of our safety program and then details salient aspects of the safety features of our fleet of vehicles.

Each individual at Ware Disposal is expected to perform all work safely. Managers and supervisors shall establish and maintain a system of positive reinforcement and escalated discipline to support good health and safety practices. Safety performance shall be a part of every individual's role and responsibility as well as performance expectation and evaluation

Ware Disposal's program for providing a safe workplace for staff includes: facility design; hazard identification, workplace inspection and corrective action; shutdown of dangerous activities; and emergency preparedness. In addition to this general institutional health and safety policy, additional hazard specific policies and requirements may apply to different work and learning environments at Ware Disposal and will be found in Human Resources and with the various Operations Managers.



COMPANY HISTORY & PERFORMANCE ABILITY

Ware Disposal is a family-owned and operated, Orange County-based refuse and recycling company established in 1968. A certified woman-owned business enterprise, our growth this century has been phenomenal, with annual gross revenues growing from \$6.4 million in 2000 to \$60 million in 2023, making Ware Disposal one of the top 50 firms in waste and recycling in the USA by revenue. We also operate our own 950 tpd transfer station/MRF in Santa Ana, CA, have our own CNG fueling Station we also operate 3 other facilities in Fullerton Los Angeles and San Diego.

Ware Disposal currently operates in dozens of communities within five (5) counties in Southern California including the Counties of San Bernardino, San Diego, Los Angeles, Riverside, and Orange. We are the exclusive franchisee in five (5) communities, a nonexclusive franchisee in many others, and contract on an exclusive basis with **27 school districts and colleges**.

For the City of Los Angeles, we are the exclusive franchisee in the Southeast Zero Waste Zone. In this zone we provide services for over commercial and multifamily 2,000 accounts, including refuse, recycling, food rescue and organics recycling.

In Los Angeles County, Ware Disposal is the exclusive franchisee in three (3) unincorporated LA County communities (i.e., South Whittier, Lennox Garbage Disposal District, and East Charter Oak). We are also a semi-exclusive commercial franchisee in the City of Monterey Park.

Besides being a refuse and recycling hauler, Ware Disposal is an able processor and marketer of recyclable materials. Our wholly owned subsidiary, Madison Materials, operates a fully permitted materials recovery facility (MRF) and transfer station (SWIS# 30-AB-0386) that is co-located on our corporate campus in Santa Ana, CA. Madison Materials has a rated capacity of 950 tons per day. Together with our collection operations, Ware Disposal manages about 350,000 tons of refuse and recyclables annually, which equates to over 1,100 tpd. We have maintained more than 500 tpd on average for the past 15 years on a continuous basis.

Ware Disposal has provided commercial bin and roll-off service to over 10,000 customers across Southern California in both exclusive and nonexclusive environments, along with 20,000 + residential customers. We fully understand the nature and composition of the commercial waste stream. Ware Disposal has the required expertise to maximize the recoverability of the many materials comprising urban wastes and prevent wastes from being landfilled. In fact, an evaluation of cost effectiveness performed by a 3rd party consultant on all service providers in Orange County unincorporated areas in May 2021 showed that Ware Disposal was the most efficient and effective in terms of cost per diverted ton.





Below is a listing of our jurisdictional commercial franchises:

Jurisdictions	Franchise Arrangement	Services
Lennox District	Commercial & MF Exclusive	Commercial Bin, Roll-off & Carts
City of Los Angeles	Commercial & MF Exclusive	Commercial Bin, Roll-off & Carts
City of Monterey Park	Commercial Semi-Exclusive	Commercial Bin, Roll-off & Carts
County of Los Angeles	Commercial Exclusive	Commercial Bin, Roll-off & Carts
Cnty Los Angeles -S Whittier	Residential Exclusive	Bins & Carts
Cnty Los Angeles – Charter Oaks	Residential Exclusive	Bins & Carts
San Gabriel Valley West	Commercial Exclusive	Commercial, Residential Bins
City of Vernon	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of Pasadena	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of Montebello	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of San Diego	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
County of San Diego	Commercial Nonexclusive	MF & Commercial Bin, Roll-offs
City of Rancho Santa Margarita	Temporary Services	Roll Off Services
City of Lake Forest	Temporary Non-exclusive	Temp Bin & Roll Off Services
City of Thousand Oaks	Temporary Services	Roll Off Services
City of Los Alamitos	Temporary Semi-exclusive	Bins & Roll-off boxes
City of Vernon	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Pasadena	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Montebello	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of San Diego	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
County of San Diego	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Costa Mesa	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Irvine	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Newport Beach	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts

Ware Disposal has distinguished itself through its work with school districts, all of our school district are in compliance with AB 827, AB 341, and AB 1826 SB 1383 requirements.

School Districts	Exclusive Contract Services
San Bernardino County	
Claremont Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Upland Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Orange County	
Buena Park Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Centralia School District	Commercial Bin & Roll-off; Organics & Recyclables
Cypress School District	Commercial Bin & Roll-off; Organics & Recyclables
Irvine Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Alamitos Unified School District	Commercial Bin & Roll-off; Organics & Recyclables

Magnolia School District	Commercial Bin & Roll-off; Organics & Recyclables
Newport –Mesa Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
North Orange County Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Orange Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Rancho Santiago Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Santa Ana Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
South Orange County Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Tustin Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Westminster Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Angeles County	
Central School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Angeles Unified School District	Commercial Bin & Roll Off Organics & Recycling
El Monte Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
El Segundo Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Garvey School District	Commercial Bin & Roll-off; Organics & Recyclables
Inglewood Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Lennox Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Little Lake School District	Commercial Bin & Roll-off; Organics & Recyclables
Lowell Joint School District	Commercial Bin & Roll-off; Organics & Recyclables
Norwalk-La Mirada Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Rowland Heights Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
South Whittier School District	Commercial Bin & Roll-off; Organics & Recyclables
Walnut Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Riverside County	
Corona-Norco Unified School District	Commercial Bin & Roll-off; Organics & Recyclables



PROJECT APPROACH-OPERATIONAL PLAN

Ware Disposal has provided commercial bin service to customers across Southern California in both exclusive and nonexclusive environments. We fully understand the nature and composition of the commercial waste stream. Ware Disposal has the required expertise to maximize the recoverability of many materials that comprise that waste stream and prevent it from being landfilled. In the table below, we provide a simplified listing of what our accounts do and what Ware Disposal does:

What Accounts Do	What Ware Disposal Does
Separate their discards into 3 single streams	Collects all discards separately
1. Single-stream recyclables (blue bin) – Customers sort fiber, plastics, metals, glass, wood, and more	Collects and processes at Madison Materials for recycling (90% recovery)
2. Single-stream organics (green bin) – Customers sort organics	Collects and processes at Madison Materials for recycling into fuel and compost (90% recovery)
3. Single-stream refuse (black bin) – Customers do nothing other than place their refuse into the black bin and do not realize any difference in collection or collection cost	Collects refuse in dry and wet routes to enhance post-collection processing at Madison Materials (Up to 40% recovery): 1. <i>Dry, fiber-rich accounts</i> : all sources related to offices, retailers, services and industries, C&D debris sites, & distribution centers 2. <i>Wet, organic-rich accounts</i> : all sources that generate organics such as food-related businesses, grounds-related sources, & hospitality
4. Roll off boxes – Customers place refuse/ recyclables into appropriate containers	Collects and processes all materials at Madison Materials for optimal recovery (ranging from 55% to 100% recovery depending upon material)

Ware Disposal will provide the following and as stipulated in the schedule of services in the RFP including numbers of containers and scheduling of services:

1. Complete front-end & back-end collection system with 3-bin/dumpster system
2. Provide simple & easy separation program for mixed recyclables w/ dedicated recycle carts & bins
3. Offer simple & easy separation program for food wastes & organics w/dedicated carts
4. Back-end mixed waste processing to optimize recovery of recyclables from residuals
5. Safe & reliable collection & disposal of residuals
6. Engage employees and tenants with continuous multimedia training, instructions, signage & labeling
7. Provide incentives
8. Perform Zero Waste assessments
 - Ware Disposal will audit all locations
 - Qualified & experienced Zero Waste technicians
 - Annual right-sizing initiative performed every November
9. Free deskside separation kits for each employee
10. Guaranteed compliance with AB-341, AB-939, AB-1826 & SB-1383
11. Special services on demand
12. Ware Disposal is able to provide all service components described in Section III of the RFP



RECYCLING COMPLIANCE & ZERO WASTE GOALS

Ware Disposal doesn't implement just one recycling plan it creates multiple recycling plans, for the simple reason ever district and or customer is different. The recycling we have done for your district has always gone above and beyond, by delivering your trash debris to a resource recovery facility to process and recycle as much as we can out of your waste stream which is so much better than delivering this material straight to a landfill for no diversion.

We have recycling bins throughout the district which are for comingled materials, these are serviced on a weekly basis to help the district achieve its diversion goals. We also service on a weekly basis a wide variety of green waste bins throughout the district to help achieve diversion for AB 1826. We also supply the district with temporary services or as needed services, such as E-Waste recycling, bulky item pickups, construction debris removal and other miscellaneous services. We provide containers for weekend community recycling events where we will rebate the proceeds to the district for the recycling debris that was collected and let the district pay out to the schools that were involved.

Ware Disposal will perform a waste audit if awarded the contract so we will be able to better assist the district with their recycling requirements and be able to implement additional programs to increase the recycling diversion rate for the district. Ware Disposal will maintain a minimum of 60% diversion for the district as long as we are the service provider. There are different services that are being requested within the bid package, meaning that there will be different materials or debris to be recycled. Different materials or types of debris will be categorized and will be delivered to the appropriate facility to ensure maximum diversion.

Zero Waste Assessment - Ware Disposal conducts zero waste assessments, our assessments will range from macro-level where we examine opportunities districtwide and to individual schools (i.e., micro-level) where the need for specific and tailored programs is required.

In this approach, we can easily identify "low hanging fruit" for immediate implementation. Our individual account assessments involve conducting a desk-top and/or onsite reconnaissance of the premises with representatives of the account to obtain specific information that can be used in analyses to select potential BMPs. The principal objective is to identify existing diversion efforts, qualify the integrity of current collection, classify wasting that is occurring, and ascertain policies and education that are needed at the account, if any, to support any future BMPs. Finally, we determine exactly what BMP will achieve the goal of reduce, reuse and recycle with the intent of saving money. When we conduct these assessments, we not only collect data of importance to diversion and zero waste, but we also obtain and verify account billing and service information. This makes this activity of prime importance and value to the district.

Ware Disposal Inc drivers are all union teamsters, all drivers are drawn from within that resource. Our drivers have to fill out several applications, from past and current health, to past and current driver's license they would have to pass a physical, pre-employment and random drug testing, finger printing is done prior to be awarded a position. All DMV checks are done to confirm driver's eligibility, along with back ground checks that coincide with the finger printing to make sure that the driver is legal and all information is correct. The driver will then go through a series of driver on the road tests, then a 30 day trial to make sure he is comfortable and has no issues with the service vehicle he would be driving.



DIVERSION PLAN AND INNOVATIVE IDEAS:

It is noteworthy that Zero Waste businesses achieve 90% levels of diversion from landfill by focusing on waste prevention and redesign, the twin elements and not by just separating and hauling recyclables to market. To that end, this diversion plan follows this script, provides immediate collection programs that process and market materials offsite, and develop long term programs that will prevent waste, reduce cost, and achieve much larger diversion in the future.

Ware Disposal offers a combination of collection and processing programs that aim to build a world without waste. At Ware Disposal, it's not about "out of sight, out of mind" but rather "we think; therefore, we recycle." We work closely with our customers to ensure that each has the right-sized service and the knowledge about ways they can reduce, reuse and recycle to save money. To implement the appropriate technology, we have organized our programs into commercial and residential silos. For the District, we'll describe our list of programs to be implemented.

Ware Disposal has long advocated the triple bottom line – people, planet and profits – and provided recycling services to our client base years before the advent of AB 939, the Integrated Waste Management Act of 1989. In partial recognition of this, Ware Disposal received a WRAP award in 2011 from Cal-Recycle for its outstanding contributions to diversion in Southern California. Typically, our Company sets a minimum goal of 55% diversion minimum goal for commercial sector materials, aiming for 75% and beyond. Our clean MRF, Madison Materials, processes nearly 175,000 tons per year. At Madison Materials, we have a 63% utilization rate -- three (3) times the industry average facility usage rate in So Cal, but still with capacity to spare – and our official facility diversion rate is 70%

Ware Disposal will provide expert source separated collection service as its primary mechanism to effect recycling with commercial and industrial accounts. We will also process all mixed waste collected from customers with bin or permanent roll-off box service whether they participate or not in our separate recyclable collection program or are not otherwise in compliance with the mandatory commercial requirements under AB 341. This means that everything we pick up is processed to optimize recycling. We've also converted food wastes to mulch at a rate of nearly 900 tons a year. Additionally, we've worked closely with edible food rescue organizations since 2017 to capture and redirect food away from landfills and to hungry mouths. Plus, we're currently working with our existing franchise administrators to bring additional organic waste collection services and more to each of our franchises in 2022.

Our program is identified below and followed by a description of how we assist accounts to right-size service and implement recycling solutions. This approach works as follows and is *absolutely integral* to achieving higher rates of diversion:

	What Accounts Do	What Ware Disposal Does
Pre-Collection	Develop and implement Best Management Practices (BMPs) that prevent wasting upstream and/or are managed onsite	Provide education, incentives, and programs intended to promote waste prevention BMPs that focus attention <i>upstream</i> of the collection containers and promote onsite management (see BMP discussion following the table)
Post-Collection	<i>For any material(s) that cannot be reduced or reused onsite, follow instructions below, items 1 – 6.</i>	<i>See Items 1 – 6 below in this table</i>
	1. Single-stream recyclables – District staff sort recyclable fiber, plastics, metals, glass, wood and more into a blue bin (per AB 341)	Ware Disposal collects blue bin materials and processes recyclable materials at Madison Materials for recycling (>90% recovery)
	2. Single-stream yard debris – District staff sort yard debris into a green container (per AB 1826)	Collect and process at Madison Materials for delivery to compost or mulch contractors (>90% recovery)
	3. Single-stream organics – Some District staff sort all food waste, food scraps and food-soiled paper into a dedicated food waste (brown) container (per SB 1383)	Collect food waste and process materials at Madison Materials or at a contractor's facility for delivery to anaerobic digestion or composting facility (>90% recovery)
	4. Roll off boxes – District staff place refuse/ recyclables into their containers	Collect and process all materials at Madison Materials for optimal recovery (ranging from 40% to >90% recovery depending upon material)
	5. Temporary containers – District staff place their discards into temporary containers	Collect and process all materials at Madison Materials for optimal recovery (ranging from 40% to >90% recovery depending upon material)
	6. Refuse bin w/organics conversion – District staff place refuse <u>and</u> their food wastes and compostable paper into the refuse Black bin	Collect refuse with organics and convert materials at Madison Materials' High Diversion Facility (HDF) or at a contractor's HDF for later delivery to an anaerobic digestion facility (>50% recovery by 2022 and >75% recovery by 2025 per SB 1383)

The Zero Waste hierarchy can be useful to assist accounts to right-size their services and implement P-R-C solutions. To get this started, Ware Disposal has a plan of action that uses four (4) simple steps that will be done.

1. Conduct zero waste assessments at every site that is having issues with recycling and start at the bin and work upstream to identify how and why wasting is occurring
2. Work with site facility managers to select Waste Prevention Practices that work onsite and upstream best for that location
3. Assist IRVCO staff and facilities to implement selected WPPs
4. Follow up and track the progress of WPPs



Our individual zero waste assessments involve conducting a desk-top and/or onsite reconnaissance of the premises with representatives of the school to obtain specific information that can be used in analyses to select potential WPPs and other programs. The principal objective is to identify existing diversion efforts, qualify the integrity of current collection, classify wasting that is occurring, and ascertain policies and education that are needed at the account, if any, to support any future WPPs and other diversion alternatives. Finally, we determine exactly what diversion alternatives will achieve the goal of reduce, reuse and recycle with the intent of saving money. In this approach, we can easily identify “low hanging fruit” for immediate implementation. Additionally, we can identify ways to optimize our routing to improve dry and wet waste processing.

ORGANIC WASTE RECYCLING PROGRAM

Ware Disposal (WD) SB 1383 Organic Waste Recycling Program consists of five simple steps. Our regular separate collection program for paper, glass, metals, plastics and such includes all organics fiber and textiles that are diverted to recycling markets. WD currently services well over 850 commercial customers throughout southern California for collection of food waste, resulting in the recovery of 2,855 tons annually. We've also converted food wastes to mulch at a rate of nearly 900 tons a year. WD has specialized vehicles for collection of organics and a secure agreement with Los Angeles County to dispose of the Organics for many years to come into the future. Ware has the ability to comply with the ever changing laws and Ware is currently educating clients and customers on SB 1383 and the requirements, and the need to comply.



All R&C accounts are afforded the opportunity to implement **upstream technological and AI solutions** (such as Winnow Technologies) to reduce collection cost. This is the essence of WD's *Distributed Organics Recycling Network* that is approved by Cal-Recycle and about which we discuss in our proposal. WD provides the education and training to assist to implement solutions like backyard composting, worm composting, grass-cycling and xeriscaping and micro-composting, micro-anaerobic digestion and dehydrators, for commercial accounts, as well as implement smart purchasing to reduce wasting. The DOR Network is one way that we can work with accounts to reduce their collection costs and build community composting and organic gardening. In fact, WD has offered to help subsidize these solutions!



Ware Disposal is engaged in **innovative post-collection solutions** using certified facilities for organics recycling including commercial composting and anaerobic digestion. We're focused on a program to utilize excess co-disposal AD capacity (in California there are almost 140 wastewater treatment facilities that utilize anaerobic digesters, with an estimated excess capacity of 15-30%). WD has a contract to supply organic slurry to OC Sanitation and it has contracts with San Bernardino-area composters.

Food rescue is an important component of our program. WD identifies edible food sources, locates connecting vehicular distribution systems, and works with redistribution agencies and nonprofits to get food to the needy – for instance, we use Abound, Food Cycle and Food Oasis. WD has been a pioneer in this effort in Los Angeles and other communities helping to feed literally hundreds of thousands of people.

Organic procurement through compost and mulch distribution to the County of LA, and through the purchase of RNG. All WD vehicles are CNG and can operate on RNG.



Proper Organics Recycling



Improper Organics Recycling



Edible Food Recovery Services

Madison Materials, Inc. is a solid waste facility permitted by Cal-Recycle (SWIS 30-AB-0386) that handles solid waste from 33 school districts and colleges delivered by Ware Disposal Inc in Los Angeles, Orange, San Bernardino, and Riverside Counties. Ware Disposal will work with the Montebello USD to implement a food recovery system for any locations you would like to implement.

These sites are an ideal environment for an edible food recovery program based on their sizable and stable population, With its solid waste facility Madison Materials serving as a central hub for a collection system, and by integrating this collection system with the premiere cloud-based food tracking and redistribution system operated by Abound Food Care, a non-profit organization that partners with businesses to create local food delivery systems, Madison Materials will be able to establish an effective Edible Food Recovery plan of action.

The MUSD is an excellent entity to collaborate with as according to the 2014 Second Harvest study, Hunger in America, there are more than 400,000 food-insecure people in Orange County including 1 in 7 children all of which are at school age or near school age.

Madison Materials' Edible Food Recovery pilot proposal will act as a template to expand to all locations by building an infrastructure that staff and administrators will find easy to follow and will be sustainable. The program will include training and education components including education for food service staff on best practices in reducing, preventing and diverting food waste, such as food share tables, student green teams and educational resource conservation projects. As a result of receiving grant funding Madison Materials has purchased refrigerated delivery vans, hired drivers, and partner with Abound to help us match edible food to those most in need in the surrounding community.



We will train staff at each site to cool and then freeze excess edible food. The staff will then

pack the food in a Cambro cooler provided by Madison Materials. Staff will weigh the contents and report it on the ChowMatch app. Abound will take that information and match the food with a recipient and relay that information to Madison Materials' dispatch and in turn that information will be relayed in real time online to the Madison Materials' driver. The driver will then create a digital/paper receipt and have the cafeteria staff sign it upon pick-up, creating a paper trail as well as a digital record. On Tuesdays, the driver will pick up the frozen food from Thursday, Friday, and Monday's lunches and deliver it to the recipients. On Thursdays the driver will pick up food from Tuesday and Wednesday's lunches and deliver to the recipients. Each recipient of food will claim the donation on the ChowMatch app. There will be a three cooler system for each location, so the coolers are always in rotation and the sites always have an available cooler. This program will not only feed 76,500 meals to children and their families, but also reduce 17.91 tons of CO2 eq. emissions from the local landfills.



SUSTAINABILITY

Comprehensive Program for Sustainability and Diversion:



Ware Disposal plans to work diligently to assist with its waste stream and recycling programs, and in achieving its established goals, initiatives and objectives of enhancing the sustainability. Our operational program and education and outreach campaign will enhance the sustainability goals and objectives.

We know with our years of experience that the creation and nurturing of all divisions culture of sustainability is essential for any sustainability initiative to be effective. This culture will be represented at all locations as principles of sustainability become incorporated into fundamental decisions and actions. A campus culture of sustainability is a partnership among all employees customers and staff and Ware Disposal to implement sustainable programs on the properties and in the surrounding community.

Through development and growth of this culture, the knowledge, values and techniques of sustainability will be shared and spread. If successful, the culture will not only influence decisions made, but also those of employees, faculty and staff in their lifestyle choices, consumption decisions, and their commitment to the improvement of their communities.

Once created, a campus-wide culture of sustainability will serve as a self-renewing and ever-growing resource. The campus culture of sustainability will be developed recognizing that there is a connection between the college community and local and global environmental health. Through the development of this culture, an expectation will be created that environmental issues are being considered in all parts of the districts functioning. Hopefully the year 2023-24 Ware Disposal Inc will choose to develop a theme of Sustainable Living, and Ware Disposal promises to be a valued partner in helping to bring about events, speakers and other activities related to this theme.

Ware Disposal has been involved in environmental sustainability for the better part of thirty years, by making sure we are maximizing the diversion of materials away from our landfills. By making sure our fleet is clean air fueled with compressed natural gas (CNG) and to introduce our first electric service vehicle to lessen our carbon foot print. Ware Disposal is the only solid waste hauler in Southern California to ever be awarded with the WRAP award, which was only given to 280 businesses' statewide in its short but profound history of awarding.

<http://www.calrecycle.ca.gov/NewsRoom/2011/12Dec/22.htm>

Facility Design

Facilities are designed in a manner consistent with health and safety regulations and with standards of good design, construction and operation. Those departments charged with primary responsibility for the design, construction, and/or renovation of facilities, together with EH&S ensure that there is appropriate health and safety review of facility concepts, designs, and plans.

In case of disagreement between EH&S and the cognizant facilities department, the conflict shall be resolved by the General Manager.

Hazard Identification and Correction

Ware Disposal encourages employees to report health and safety hazards to their supervisors, managers, or EH&S. Employees shall not be discriminated against in any manner for bona fide reporting of health and safety hazards to Ware Disposal or to appropriate governmental agencies. Supervisors inform employees of this policy and encourage reporting of workplace hazards.

Supervisors assure that regular, periodic inspections of workplaces are conducted to identify and evaluate workplace hazards and unsafe work practices.

The frequency of inspections should be proportional to the magnitude of risk posed in the particular workplace.

Means of correcting discovered hazards and/or protecting individuals from the hazards are determined and implemented appropriately.

Unsafe conditions which cannot be corrected by the supervisor or manager are reported to the next higher level of management. Any individual, supervisor or manager who becomes aware of a serious concealed danger to the health or safety of individuals will report this danger promptly to the Department of EH&S and to the staff who may be affected.



Madison Materials Processing Facility

- Trucks bring dry waste to Madison Materials, a fully-permitted materials recovery facility or “MRF”
- Materials are dumped onto the tipping floor and then loaded on to a sort line
- After the material leaves the sort line, it is then baled and prepared for shipping to be recycled and reused



In concert with a \$2 million upgrade of Madison Materials Resource Recovery Facility in 2015-16, Ware Disposal routinely employs a wet/dry routing scheme (e.g., A/B routing) in all of our commercial franchises to provide de facto at-source “separation” of wet organic matter from most dry trash, yielding a more recoverable stream of materials. This improves our diversion efficiency as we can capture more recoverable materials that escape our “blue & green bin” source separation recovery system. At the campuses, most offices of faculty and administrative personnel produce dry waste which is essentially wastepaper. Sources that feature food services and grounds produce mostly wet organic waste.

If appropriate and warranted, Ware Disposal will utilize this approach to optimize recovery (i.e., support source separation programs) We have provided a list of materials expected to be recovered in the table on the following page

LIST OF MATERIALS

Waste	Material	Example Products
Waste	Dry materials	Post-collection processing Fiber, glass, plastics
Recycling	Recyclable materials	Plastics # 1-7, white paper, metals containers, glass containers, glass jars, newspaper, mixed page, Junk mail, magazines, cereal boxes, Telephone books, milk containers
Cardboard	Cardboard boxes	Corrugated cartons
Green	Yard debris	Lawn clippings, branches, leaves, Brush, sawdust, trimmings
Organics/Food	Organic wastes	Compostable food, donated food, rescued meals
Construction and Demolition Material	C&D materials	

SAFETY & ROUTE OPERATIONS:

All drivers that service front load bins and roll off boxes will have a predetermined route on their tablet giving them the locations and type of bins to be serviced as requested, they will show up to service the campus with an empty truck to limit the weight factor to any of the campuses road ways. This will also allow my drivers to service all the frontload containers (20-25 per hour) without leaving the campus and being on the campuses less is a benefit to all. For the most part there will be a single driver per truck but we have learned that during the end of the year we man the truck with two drivers in order to accommodate the additional trash and recycling flow because of moving out. My operations can communicate will the drivers and vice versa with the inboard tablet and computer to advise of any situation that may arise, and the tablet can photos of any contaminated bin or overflowing issues a location may have so we can adjust services as we have done in the past. Safety is our number one goal, we are proud to say we have had a perfect record when safety is involved, that is due to our safety program which includes random drug and alcohol screening as well as making sure our drivers are physically fit to perform their duties. Ware Disposal has an outstanding safety record and has passed five consecutive California Highway Patrol BIT tests. To achieve this standard, twice per year, we require safety training of all drivers and mechanics through many different Highway Patrol Programs and private courses. These programs usually last four (4) to six (6) hours per seminar and are mandatory for all drivers and mechanics.



DRIVER'S VEHICLE INSPECTION REPORT
IS REQUIRED BY THE CITY RESOLUTIONS GOVERNING SAFETY REGULATIONS

CARRIER: Ware Disposal
ADDRESS: 1451 Alameda Ave
DATE: 7-21-22 TIME: 10:00 AM
ORIGINALLY DEVELOPED BY THE CALIFORNIA HIGHWAY PATROL

TRACTOR/ TRUCK NO. 95 ODOMETER READING 196116

<input checked="" type="checkbox"/> Air Compressor	<input checked="" type="checkbox"/> Front Axle	<input checked="" type="checkbox"/> Safety Equipment
<input checked="" type="checkbox"/> Air Lines	<input checked="" type="checkbox"/> Fuel Tanks	<input checked="" type="checkbox"/> Fire Extinguisher
<input checked="" type="checkbox"/> Battery	<input checked="" type="checkbox"/> Horn	<input checked="" type="checkbox"/> Plug-Plated Fuses
<input checked="" type="checkbox"/> Belts and Hoses	<input checked="" type="checkbox"/> Lights	<input checked="" type="checkbox"/> Fuel/Grease Tanks
<input checked="" type="checkbox"/> Body	<input checked="" type="checkbox"/> Head/Stop	<input checked="" type="checkbox"/> Spare Bulbs and Fuses
<input checked="" type="checkbox"/> Brake Accessories	<input checked="" type="checkbox"/> Turn/Flash	<input checked="" type="checkbox"/> Spare Seat Belt
<input checked="" type="checkbox"/> Brakes, Parking	<input checked="" type="checkbox"/> Turn Indicators	<input checked="" type="checkbox"/> Stair
<input checked="" type="checkbox"/> Brakes, Service	<input checked="" type="checkbox"/> Clearance Marker	<input checked="" type="checkbox"/> Steering
<input checked="" type="checkbox"/> Clutch	<input checked="" type="checkbox"/> Mirror	<input checked="" type="checkbox"/> Suspension System
<input checked="" type="checkbox"/> Coupling Devices	<input checked="" type="checkbox"/> Muffler	<input checked="" type="checkbox"/> Tire Chains
<input checked="" type="checkbox"/> Grease/Water	<input checked="" type="checkbox"/> Oil Pressure	<input checked="" type="checkbox"/> Tire
<input checked="" type="checkbox"/> Drive Line	<input checked="" type="checkbox"/> Radiator	<input checked="" type="checkbox"/> Transmission
<input checked="" type="checkbox"/> Engine	<input checked="" type="checkbox"/> Water Pump	<input checked="" type="checkbox"/> Trip Recorder
<input checked="" type="checkbox"/> Exhaust	<input checked="" type="checkbox"/> Wheel End	<input checked="" type="checkbox"/> Wheels and Rims
<input checked="" type="checkbox"/> Front Window	<input checked="" type="checkbox"/> Reflectors	<input checked="" type="checkbox"/> Windshield
<input checked="" type="checkbox"/> Door Latches		<input checked="" type="checkbox"/> Windshield Wipers
<input checked="" type="checkbox"/> Frame and Assembly		<input checked="" type="checkbox"/> Other

TRAILER(S) NO.(S) _____

<input checked="" type="checkbox"/> Brake Connections	<input checked="" type="checkbox"/> Hitch	<input checked="" type="checkbox"/> Suspension System
<input checked="" type="checkbox"/> Brakes	<input checked="" type="checkbox"/> Landing Gear	<input checked="" type="checkbox"/> Turntable
<input checked="" type="checkbox"/> Coupling Devices	<input checked="" type="checkbox"/> Lights - Air	<input checked="" type="checkbox"/> Tires
<input checked="" type="checkbox"/> Coupling (Hog) Pin	<input checked="" type="checkbox"/> Reflectors/Reflective Tape	<input checked="" type="checkbox"/> Wheels and Rims
<input checked="" type="checkbox"/> Doors	<input checked="" type="checkbox"/> Road	<input checked="" type="checkbox"/> Other

Remarks: sent to Garage A

CONDITION OF THE ABOVE VEHICLE: SAISFACTORY

DRIVER'S SIGNATURE: _____ DATE: 7-21-22

INSPECTOR'S SIGNATURE: _____ DATE: 7-21-22

ORIGINAL



Safety is a core value at Ware Disposal and it is committed to continued advancement of an institutional safety culture with strong programs of personal safety, accident and injury prevention, wellness promotion, and compliance with applicable environmental and health and safety laws and regulations.

Ware Disposal makes all reasonable efforts to:

- Promote occupational and personal safety, health and wellness;
- Protect the health and safety of Ware Disposal Inc. employees;
- Provide information to staff about health and safety hazards;
- Identify and correct health and safety hazards and encourage staff to report potential hazards;
- Conduct activities in a manner protective of the environment, and inform the Ware Disposal Inc. community regarding environmental impacts associated with institutional operations; and
- Maintain a risk-based emergency management program to reduce the impact of emergency events to the Ware Disposal client's communities.

Adherence to good health and safety practices and compliance with applicable health and safety regulations are a responsibility of all staff. Line responsibility for good health and safety practice begins with the supervisor in the workplace and proceeds upward through the levels of management. For detailed guidance on individual safety responsibilities under Cal/OSHA, refer to Ware Disposal's IIPP found in Tab 15 in Volume II. The operations managers at various Ware Disposal facilities have oversight authority for the Ware Disposal safety program.

Final responsibility for health and safety policy and programs rests with the President of the Company and/or the General Manager.

SERVICE VEHICLES & EQUIPMENT

Ware Disposal Inc will be servicing the MUSD properties with Compressed Natural Gas (CNG) service vehicles and introducing the first wave of electric waste and recycling service vehicles all that have GPS tracking, waste auditing, safety cameras covering the front, rear & both sides of the vehicle, back up warning beepers sensors as well as a flashing lights for hearing impaired, and our drivers that will be servicing the district have been with our company more than 12 years and are union teamsters. There are different services that are being requested by the MUSD meaning that we will be several different vehicles to accommodate those services, below I have itemized the service vehicles we in vision using throughout the district as well as pictures to help identify our vehicles. Ware Disposals number one goal is safety first, we provide services to over 27 school districts and have maintained a perfect safety record to date.

FRONTLOAD SERVICE VEHICLES

9-CNG-4x4-Peterbuilt Front Bin Loaders

**ROLL-OFF SERVICE VEHICLES**

3-CNG-Peterbilt Roll Off



CNG ORGANICS SERVICE VEHICLE

Our organics truck will service the campus by swapping out the organic's carts with new clean carts for each service.

CNG BULKY ITEM SERVICE VEHICLES

We have 2 different service vehicles for bulky items service, depending upon the debris that is being removed you will have one or the other service vehicles service your site.



SCOUT SERVICE & BIN ASSIST VEHICLE

Our scout service bin assist vehicle will be another vehicle we will utilize to remove bins from tight areas and specific schools.





Ware Disposal, Inc. one of the 50 largest waste disposal companies in America and environmental services leaders, is committed to using fully integrated electric recycling and waste collection trucks while serving the properties. With several supplier partnerships, the company is making the most significant commitment to electrification in the industry. Ware Disposal, Inc as an environmental services provider has huge emissions reduction targeted goals. With the introduction of the first fully integrated electric recycling and waste collection truck, Ware Disposal, Inc is progressing toward hiring its goal.

Ware Disposal Inc. will begin operating two fully integrated EV waste trucks this fall. Perhaps more importantly, [electric garbage trucks](#) will represent half the new trucks purchased over the next five years.

Ware Disposal believes the waste and recycling collection business is perfect for going electric. The trucks run consistent routes and are left to sit overnight.

Perhaps, more importantly, gas-powered garbage trucks travel throughout communities, often idling to pick up and load waste, releasing harmful emissions everywhere they go, often for prolonged periods.

Electric garbage trucks, on the other hand, offer zero emissions to promote cleaner air in our communities, are nearly silent, and can save cities on maintenance and gas expenses. Ware Disposal is setting an example for the industry by setting a clear roadmap to electrify its fleet.



Ware Disposal Slow Fuel CNG Station



3 Yard Trash



3 Yard Co-Mingled Recycle



3 Yard Green Organics



40 Yard Open Top



10 Yard Lowboy



Misc Safety & Technology Information

Planned information technology roadmap (i.e., detailed timeline) for meeting all technology requirements of the District rubbish and diversion program goal by the start of the transition period, including but not limited to: acquisition or expansion of hardware, software, network services, data and/or call center facilities, training of staff on technical systems.

Every technology requirement stipulated by the District rubbish and diversion plan goal is ready to be deployed upon receipt of authorization to proceed. There is no need to acquire or expand hardware, software, network services, data and call center facilities, training, etc. Ware Disposal was thoroughly tested by its acceptance of the City of Los Angeles Zero Waste Franchise in Southeast Los Angeles; and the results of the systemic requirements far exceeded the requirements of the typical franchise environment. As a result, Ware Disposal vehicles all have state-of-the-art safety systems; our dispatch, routing, monitoring and reporting, and data/call center systems now greatly surpass what the typical franchise requires.

Ware Disposal maintains state-of-the-art web-based communication and outreach systems, and its call center and cloud-based on-board computerized data systems allow for real time updates as well as provide notifications on school/office support requests. Ware Disposal will review its systems to assure the compatibility of Soft Pak and the call center system in conjunction with the District's SAP software.

Our web page can easily provide a school/office web self-service system to allow for tracking current location of vehicle, service level history, service schedule and reduced service periods. Here is a view of our web site that includes accessibility functionality as well click to call and form-based communications. We have the capability to add other functionality as well to meet the most stringent needs of the District.





Ware Disposal will utilize its project management system to track and report school/office outreach and educational activities. Our subcontractor, SEMCO, is well versed in assessment of education and outreach measurement and their effects with over 20 years' experience in leading over 50 communities' outreach and education programs. Currently, SEMCO is working with the Santa Monica College CTE Program in Sustainability Systems and Technology curriculum, and Recycling and Resource Management curriculum. A major facet of this activity has been tracking the pathways and educational outcomes of students for the state chancellor's office and SMC college administration.

Field Operations, technical approach, including software, hardware and processes relating to how the Proposer will:

- Track and provide details on each site service levels and extra services provided,
- Track and provide details on vehicle inventory,
- Provide hauling route details and updates,
- Track and provide details on vehicle inspections, location data and vehicle operational data,
- Capture and provide photographic and/or video surveillance in a digital format,
- Track and submit details relating to accidents, incidents or collisions, and
- Track and submit details relating to personnel training, licenses, and safety.

Our vehicles have many features that fully fit with the desires and requirements of the District. These include:

1. Day and night vision cameras on each side of the truck
2. Side guards
3. Enlarged side and cross view mirrors custom-fitted to the front of each truck to allow for a wider front and side view of the vehicle, (4) easily visible placarding and labeling, and
4. Low overhead clearance by placing CNG equipment behind the cab rather than atop the truck body
5. Dual-station cab with two nearly identical work environments including dual controls for the parking brakes, HVAC system and stereo
6. Angled console sides for easy visibility and access to the same controls and displays from the right and left
7. An enhanced HVAC system for improved airflow and climate control
8. Pantograph wipers that cover 27 percent more of the windshield than previous designs for increased safety during inclement weather

The Pre-View Side Defender®II (shown in pictures on the next page) is the industry's most advanced side collision avoidance solution. It has been developed specifically for over-the-road truck operators and city service and delivery drivers

According to independent research, the incidence of highway and urban collisions is rising by almost 10% per year. PRECO is driven to design technology that assists heavy duty vehicle operators to mitigate these avoidable accidents.

The Side Defender®II system actively warns operators with audible and visual alerts, in order for them to take the appropriate actions to mitigate collisions. Additionally, it has the ability to integrate with telematics applications, vehicle control systems, vision systems or other sensors using industry standard communications.

As part of the Side Defender®II system, the Pre-View® v2 in-cab display equips operators with more intuitive audible and visual alerts while offering installers more flexibility and time savings. For retrofit applications, the new display can provide a GPS based vehicle speed message, while OEMs and bodybuilders can connect the display directly to the vehicle CAN-bus for vehicle speed information.

All of the trucks to be operated in the City will be outfitted with the Side Defender®II system and Pre-View® v2 in-cab display system.





Our systems track and provide details on generator services including locations, lifts, bin contents, bin levels, and recordation of extra services. Furthermore, our system completely tracks and provides details on existing vehicle inventory, while providing hauling route details and updates.

d. Solid Resources Collection, technical approach, including software, hardware and processes relating to how the Proposer will track and report on quantities of solid waste, recyclables, and organics collected.

Ware Disposal utilizes appropriate technologies (i.e., software and hardware as identified above) to meet the District's needs for field operations data reporting. All of our hauling vehicles are equipped with data recording capabilities to capture data from global positioning system (GPS) devices, vehicle dynamics monitoring, lift monitoring, container Identification (ID) readers and engine performance monitoring systems. This data is communicated from the truck in real-time and maintained directly through our cloud-based Soft-Pak data management system. These systems also allow for the monitoring of fuel consumption, idle time, unsafe driving practices, vehicle maintenance, engine emissions, and container lifts. Please note that all of our fleet operates on low emission fuel (CNG and RCNG).



e. Cost and Fee information technical approach, including software, hardware and processes relating to how the Proposer will track and provide details for school/office billing, gross weight receipts, fees and liquidated damages due to the District Authorized Representative.

Every technology requirement stipulated by the District rubbish and diversion plan goal is ready to be deployed upon receipt of authorization to proceed. There is no need to acquire or expand hardware, software, network services, data and call center facilities, training, etc. Ware Disposal was thoroughly tested by its acceptance of the City of Los Angeles Zero Waste Franchise in Southeast Los Angeles; and the results of the systemic requirements far exceeded the requirements of the typical franchise environment. As a result, Ware Disposal vehicles all have state-of-the-art safety systems; and our dispatch, routing, monitoring and reporting, and data/call center systems now greatly surpass what the typical franchise requires.

Ware Disposal maintains state-of-the-art web-based communication and outreach systems, and its call center and cloud-based on-board computerized data systems allow for real time updates as well as provide notifications on school/office support requests. Ware Disposal will review its systems to assure the compatibility of Soft-Pak and the call center system in conjunction with the District's SAP software.

Ware Disposal always works closely with its clientele to fulfill requirements relating to systems integration and data exchange. A significant example was our work with the City of Los Angeles to develop and integrate our Soft-Pak vehicle operation, routing, communications, and dispatching system into a completely cloud-based, responsive management system shared with the City of Los Angeles. This was neither easy nor inexpensive. It took several months prior to the official startup of the Zero Waste Zones in the City of Los Angeles for us and the City to link and debug our systems. It also took additional time and effort to work out problems that emerged after startup. The District will receive the benefit of this experience if it selects Ware Disposal for the East and Central local districts.

g. Additional detailed information relating to data backup and storage plans and procedures; and use of additional software that will enhance the Proposer's ability to implement and manage a District.

Ware Disposal maintains a state-of-the-art data management system called Soft-Pak® with data backup, cloud-based storage, and system procedures in case of breakdowns and outages. With Soft-Pak, once data has been inputted to the hard system, it's stored both locally and in the cloud. The system saves itself every ten minutes, meaning there's virtually no chance to lose any data in case of a breakdown or outage.

The Soft-Pak® suite of products is a complete operational software solution that delivers the power and flexibility to succeed in today's competitive waste hauling marketplace. Whether a firm is an industry-top 20, a municipal operation, or a mid-size hauler with a single facility, Soft-Pak effectively manages your operations. With Soft-Pak, all customer service, billing, routing, and operational information is available for users in a controlled and easy to access system.

Operations

In-Cab Computing

Routing



Billing



EDUCATION AND OUTREACH

Ware Disposal plans to provide an exemplary education and outreach campaign that will resonate with students and millennials, and inspire and inform faculty and staff. Key elements of the campaign include the following:

1. Welcome packet for facility personnel in the form of both physical and digital media. Our packet can be distributed to all campus personnel via their email, and contain all the information that need to understand the campus participate. We can also print a distribution to departments at recycling program and fully select number of packets for each site.
2. We will also prepare education & training materials. Among the items that can be distributed to students will be a how-to rack compostable paper or seeded also will have short informative including recycling, source waste, anti-toxicity, and smart view online on their Internet-tablets and iPads and laptop specific training materials will educational consultant, who teaches Zero Waste and Sustainability at Santa Monica College and College of the Siskiyous, and is affiliated with GreenEducation.US.
3. Ware Disposal maintains a state-of-the-art website that is educational and uses responsive design to make it easily accessible by faculty, staff and students on any smart, Internet connected device and platform. We intend to establish a webpage for the NOCCCD with specific information that each of the three campuses will find engaging and important. Our informative videos and downloads will empower everyone at the campuses to take charge of their own environments to counteract climate change now!
4. We intend to provide regular metrics reports to keep the facility manager informed of any onsite situation, diversion issues and opportunities, and observed wastefulness.
5. We are particularly proud of our state-of-the-art onboard technologies for collection vehicles allowing for immediate pictures of onsite situations for better management and communication. These systems can document the incidents of wastefulness, contamination of recycling containers, safety issues, presence of toxic materials, overfilled bins, and much more.
6. Our education and outreach campaign will include Zero Waste assessments for all facilities. We will supply our results to the facility manager as warranted.
7. As shown in the picture to the right, our website features "click to call" so that any issue or incident can be immediately reported. Our website is also accessible for those in need.



complimentary multimedia for faculty, staff and students. easily distributed to first year card that will be composed of for immediate planting. We videos about a variety of topics reduction, composting, e-purchasing that anyone can connected smart phones, computers. Importantly, these be prepared by our exclusive Professor Jon Michael Huls,





Ware Disposal is focused on Zero Waste. That means that it conducts business in a way that eliminates or avoids the generation of waste, incorporates the 3Rs (reduce, reuse and recycle), promotes triple bottom line economics for its customers, and educates its customer base on life and workstyles that promote Zero Waste. This begins with our own facilities where we practice Zero Waste daily!

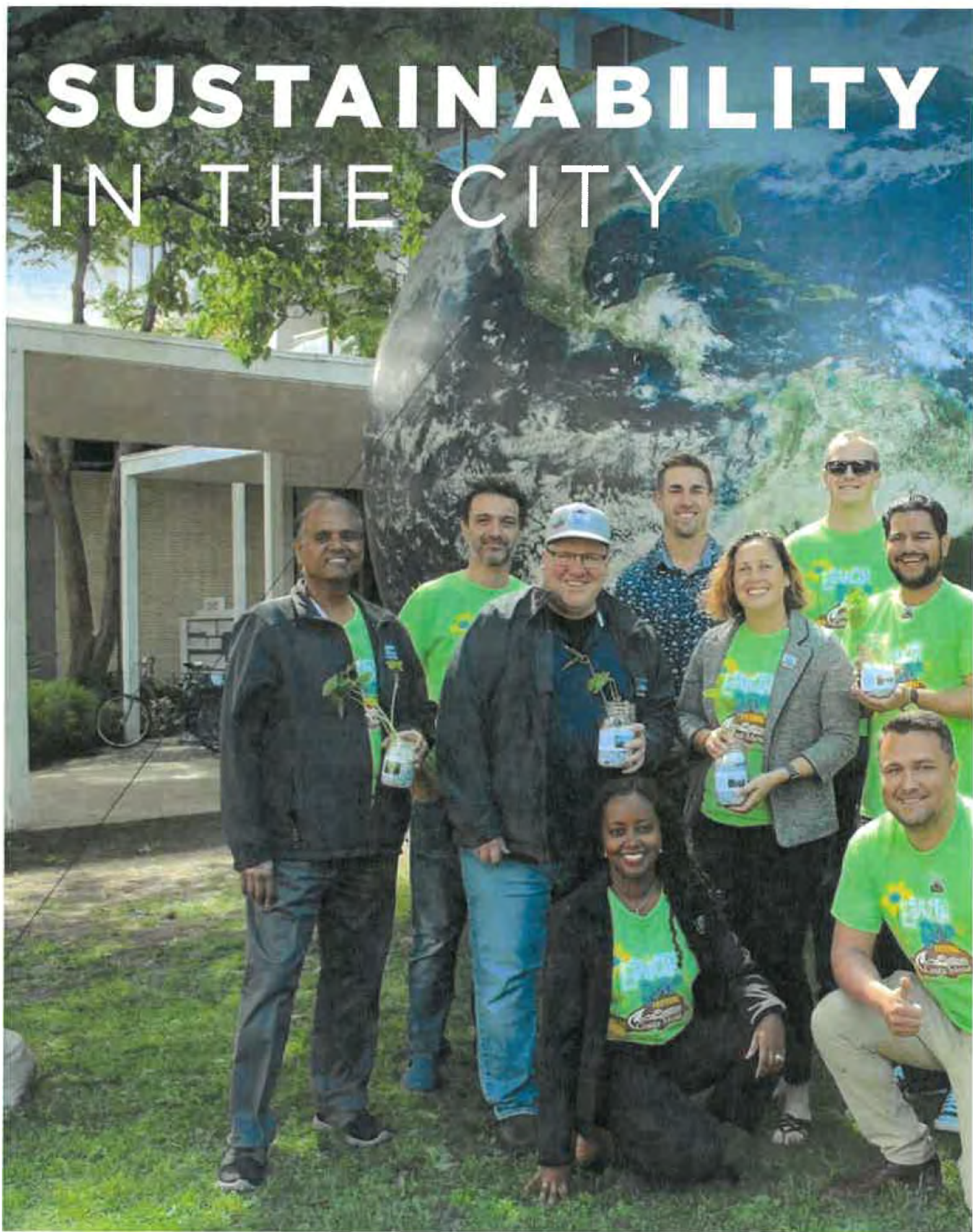
Zero Waste Symposium Presentation





WARE
DISPOSAL, INC.





Just a few miles from the coast of Southern California, in Orange County (OC), is the city of Costa Mesa.

Originally home to Native American inhabitants, the plateau above Newport Beach was home to the suburban farming community of Harper until 1920, when it changed its name to Costa Mesa, Spanish for coastal tableland.

Today, it is flourishing as a world-class city, featuring some of the best restaurants, retail centers, and cultural arts. Moreover, it is home to the [South Coast Plaza](#), a renowned international shopping destination with more than 250 luxury and fashion boutiques, as well as 30 restaurants, located adjacent to Segestrom Center for the Arts.


Costa Mesa is conveniently less than an hour's drive from the sprawling metropolis of Los Angeles (LA), and to ensure that it becomes the perfect antidote to LA's heavy traffic and a great place for people to live, work, and play, the first Energy and Sustainability Services Manager for City of Costa Mesa, Salem Afeworki, is leading the environmentally-friendly initiatives and programs.

"Transportation is an issue that needs addressing to reduce emissions and improve air quality, but getting people out of their cars is difficult. LA has been trying to increase different modes of transportation for decades now, whether it's more buses, expanded bike lanes, or better, cleaner, and more efficient microtransit options," opens Afeworki.

One way to reduce emissions is with electric vehicles (EVs), and City of Costa Mesa has been proactively investing in zero-emission vehicles (ZEVs) and infrastructure for the last five years. It currently has 10 EVs, 10 hybrids, and an e-shuttle bus in its fleet, which serves the City of Costa Mesa Senior Center and was made possible through a grant from the Volkswagen Environmental Mitigation Trust.

"My team is also exploring ZEV options for the Costa Mesa Police Department - which is very exciting!" adds Afeworki.

Transport electrification is not the only subject on Afeworki's agenda; the development and implementation of citywide programs, policies, and initiatives to reduce Costa Mesa's carbon footprint, increase resource efficiency, minimize waste generation, and enhance the natural and built environment all fall under her jurisdiction. ■



In the heart of Orange County, California, environmental stewardship and climate action are at the core of Costa Mesa and the City Council. Energy and Sustainability Services Manager, Salem Afeworki, shares the plans to reduce greenhouse gas emissions and waste citywide

Writer: Rachel Carr | Project Manager: Ben Weaver

"I work with various City of Costa Mesa departments, community-based organizations, regional and state agencies, and the business community to build a stronger, more sustainable, and equitable city together," Afeworki explains.

This is alongside overseeing sustainability policies, projects, and initiatives with diverse focus areas including but not limited to energy, mobility, waste, green spaces, ecosystems, the economy, internal capacity building, and green jobs.

Indeed, Afeworki is the first sustainability leader in the City of Costa Mesa's history to lead citywide efforts in advancing sustainability, clean energy, climate action, and resilience.

SUSTAINABLE SPACES AND PLACES

In California, the biggest source of greenhouse gas (GHG) emissions comes from the transportation sector. As such, Afeworki is personally interested in emerging technologies and R&D investments in better EV batteries, energy storage, vehicle-to-grid (V2G), and hydrogen fueling stations.

"In 2021, we installed four Level II EV charging stations and one Level III EV charging station at the City Hall. The availability of these highlights City of Costa Mesa's commitment to environmentally-friendly programs, initiatives, and technologies that build resilient communities and infrastructure.

"All Costa Mesa residents, City

of Costa Mesa employees, and commuters from neighboring cities will be able to benefit from this publicly available EV infrastructure, which is convenient and accessible 24/7. This project won the American Society of Civil Engineers Orange County's Energy Project of the Year!" Afeworki proudly states.

The city's approach to transforming transportation services into eco-friendly options is multi-faceted, as sustainable public transport needs to be affordable.

Therefore, City of Costa Mesa is increasing the ease of use for active modes of transportation such as walking, biking, and rolling.

It also ensures safe and comfortable access to the 10 bus routes that serve the city while exploring alternative

COMMUNITY OBLIGATIONS ON THE CITY OF COSTA MESA RADAR

EVENTS

- City of Costa Mesa has actively participated in community events to raise awareness and educate the public about Senate Bill (SB) 1383, including the annual Earth Day Festival, where compost and recycling bins are given away.
- An educational booth at Eco Expo hosted by the Costa Mesa Sanitary District.
- Dump Day is a collaborative effort between City of Costa Mesa, the California Department of Transportation, Goodwill of Orange County, and the office of Cottie Petrie-Norris to collect abandoned items and provide paper shredding services.

STRATEGIC PARTNERSHIPS

- Thanks to its strategic outreach and partnership with community members, City of Costa Mesa has achieved several notable accomplishments in its organic recycling efforts. Working collaboratively with seven haulers, it has successfully rolled out a comprehensive organic recycling program, ensuring that multi-family residents and businesses can easily comply with SB 1383 requirements. The Costa Mesa Sanitary District also played a pivotal role

by implementing programs for single-family and multi-family properties up to four units.

- City of Costa Mesa has also made significant strides in procurement, actively purchasing compost and mulch from OC Waste & Recycling. Its landscape contractor incorporates this compost and mulch into its operations, further reducing organic waste in landfills.
- Furthermore, City of Costa Mesa has partnered with Abound Food Care on food recovery programs that help businesses comply with SB 1383. A detailed list of food donation organizations is available online, offering residents and businesses an opportunity to reduce food waste and combat food insecurity.

NOTABLE ACHIEVEMENTS

- In 2022, City of Costa Mesa achieved a remarkable 482 percent increase in organic waste recycling, diverting 3,335 tons of organic waste from landfills. This represents an increase of 1,635 tons and is a testament to the commitment and dedication of the community to embrace sustainable practices.
- Residents and businesses are critical in crafting a sustainable future and combating the urgent climate crisis. City of Costa Mesa appreciates the community's partnership in organic recycling efforts and looks forward to furthering its impact in the coming years.



Chevrolet Bolt EV, part of City of Costa Mesa's green fleet

"I AM HOPEFUL THAT TOGETHER, WE WILL FIND A WAY TO MEET OUR LOCAL AND GLOBAL CLIMATE AND SUSTAINABLE DEVELOPMENT GOALS"

- SALEM AFEWORKI, ENERGY AND SUSTAINABILITY SERVICES MANAGER, CITY OF COSTA MESA

mobility options such as microtransits, and has deployed two solar-powered EV charging stations – one at the senior center and another in the city's maintenance yard.

"I recently testified before the California Senate on ZEV infrastructure challenges and opportunities as there is a lot of work to do locally to meet the state's carbon neutral goal, but I am excited to be working on addressing local issues and thriving daily to remove barriers toward a decarbonized and sustainable world," voices Afeeworki.

Clean mobility options are not the only eco-friendly element of Costa Mesa; there are a plethora of green

spaces for relaxation if residents and visitors to the city want a break from commuting.

Costa Mesa has over 30 parks, the largest of which is Fairview, hosting 195 acres of open space, two Nationally Registered Cultural Resource Historic Sites, and five distinct habitat ecosystems that are home to many rare and endangered plant and animal species.

The park also acts as a regional gateway to the Santa Ana River Trail, the Orange Coast River Park, and the adjacent Orange County Talbert Regional Park, offering users multiple passive recreational opportunities such as picnicking, kite flying,

wildlife observation, environmental education, and seven miles of trails for walking and cycling.

The abundance of green space is shared by over 110,000 Costa Mesa residents over 16 square miles (sqm) of the city.

CHANGE FROM A BILL

Waste management is a huge focus for City of Costa Mesa. As a result of the SB 1383, municipalities have collectively turned their sights to organics recycling to address the climate crisis.

It sets ambitious goals for California, including a target to reduce 75 percent of organic waste in landfills by 2025 and save at least 20 percent of uneaten food for redistribution to those in need.

Organic materials such as food scraps and yard trimmings account for 50 percent of landfill waste and are responsible for producing 20 percent of California's methane gas – a GHG that is 84 times more potent than carbon dioxide. ■



WARE

DISPOSAL, INC.

A COMPANY PROMOTING PEOPLE, PLANET AND PROSPERITY

Ware Disposal Inc., a Santa Ana, California-based integrated solid waste management provider, has a 55 year history of promoting people, the planet, and profits through its provision of service across Southern California.

Ware Disposal Inc. commenced operations in the City of Los Angeles in 1968, as the brainchild of Ben and Judith Ware. Three years later, they relocated the company to Santa Ana in Orange County to take advantage of the tremendous opportunities afforded during the County's significant growth period.

In the mid-1990s, their son Jay joined the company as General Manager, to lead Ware Disposal Inc. into the 21st century. During his tenure that growth has increased 15-fold and has earned the company a place on Waste Age's Top 50 solid waste management firms in North America. Today, as a result of promoting people, the planet, and profits, Ware Disposal Inc. serves over 20,000 residential and 5,000 commercial customers every week.

The consistent pattern of growth has led the company to expand its operations

from a construction trailer and small lot to a corporate headquarters in Santa Ana and three satellite operations yards in Fullerton, Los Angeles, and San Diego. In an effort to protect the planet, Ware Disposal Inc. installed a compressed natural gas station at its Fullerton satellite facility in 2011 through a partnership with Clean Energy Fuels.

As for its people, Ware Disposal Inc. has been represented for 22 years by Teamster Local Union 396, a relationship the company appreciates. The company also remains proud to offer its driving and mechanic personnel a wage and benefit package commensurate with its location in Southern California. We remain quite proud that we did not implement any layoffs as a result of the COVID-19 pandemic, whereby we maintained employment for all of our employees during that most difficult of times. Because of our commitment to our people, we did not lose any staff during that period.



Additionally, as part of protecting the planet and promoting profits between it and its customer base, the Ware family realized a long-held dream by securing City Council approval of its large volume transfer station, Madison Materials, in September 2000. This facility remains one of the most urban transfer stations in California, as it is seven blocks from downtown Santa Ana. The facility officially opened for business in August 2002 and secured a Cal-Recycle permit in 2004. The facility's primary focus upon opening was to provide a venue for other solid waste firms and self-haulers and a place to dispose of construction and demolition waste in central Orange County, as the area had not yet concluded its growth period. However, the facility's permit also allowed Madison to handle other parts of the waste stream, including dry waste, recyclables, green waste, and electronic and universal waste. This provided Ware Disposal Inc. the ability



WARE

DISPOSAL, INC.

www.ware.com

to promote itself under the planet moniker, that the company could offer a full array of services to its existing and future client base and handle nearly all portions of the waste stream internally, thus presenting its customer base the ability to "profit" off the closing of the loop.

Ware Disposal Inc. operates in a number of Southern California jurisdictions, including the following for commercial, multi-family, and industrial services:

- City of San Diego, where it is one of only six commercial, approved providers
- County of San Diego
- City of Costa Mesa
- City of Irvine
- City of Newport Beach
- Temporary/construction and demolition services to the Cities of Lake Forest, Los Alamitos, and Rancho Santa Margarita
- City of El Segundo

- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Santa Fe Springs
- City of Santa Monica
- City of Torrance
- City of Vernon
- City of Thousand Oaks
- Thirty school and community college districts, including one of three providers for the Los Angeles Unified School District

While Ware Disposal Inc. treasures our relationship with the aforementioned jurisdictions, we have a heightened and special relationship with the City and County of Los Angeles.

As it relates to the City of Los Angeles, Ware Disposal Inc., through the dedicated work of its staff (people), was able to secure one of the seven franchises as part of the City's pioneering recycLA program. Ware



Disposal Inc. was awarded the Southeast zone, a zone of 2,000 customers south of downtown Los Angeles. In 2017, it represented the most explosive growth period in the company's long history. As a result of its people-oriented approach, Ware Disposal Inc. experienced few issues during



service to approximately five hundred textile customers in the Southeast zone. We have engaged with the city and various NGOs in the city and across the state to identify potential solutions to recycle textile waste. It remains the company's position that there is a much better use of over 24,000 tons per annum of textile waste and it will explore any and all options to prevent this part of the waste stream from being landfilled. The company desires to be a large actor in developing a solution to textile waste, as it handles among the most textile waste of any solid waste provider nationwide.

As it relates to the County of Los Angeles, the company has realized substantial franchises with that agency over the last fifteen years, including the following:

- East Charter Oak community, to provide exclusive residential collection services;
- South Whittier community, to provide exclusive residential collection services;
- Lennox Garbage Disposal District, to provide exclusive residential and commercial collection services.



Waste Disposal Inc. has provided service to the East Charter Oak community for fifteen years and represents the company's third overall residential franchise in the company's history. As to the other two communities, Waste Disposal Inc. has entered a sixth year of service to both. One of the new programs we have implemented in all three communities is a twice-per-annum compost and mulch giveaway event in the Spring and Autumn seasons. The company understands its responsibility to return both products to residents as a way to close the loop between collected green waste and resultant products that can benefit them. These events are wildly popular with the residents in all three communities, so much so that the company

runs out of both materials within two hours! Additionally, when the County of Los Angeles decided to exclusively franchise commercial collection, Waste Disposal Inc. was awarded the San Gabriel Valley West franchise, which encompasses an area from Monrovia/Arcadia to Pasadena. Waste Disposal Inc., through that action, became one of only four exclusive commercial franchisees in the County of Los Angeles.

As always, through Jay Ware's inspired leadership, the company looks to the next innovation, the newest technology the industry has to offer. The next innovation is the electric vehicle (EV). Waste Disposal Inc. intends to take delivery of its first EV in 2024. The newest technology would be the OREX extrusion machine at Madison Materials. This technology will allow Waste Disposal Inc. to reduce the amount of collected waste going to landfill disposal. It will allow the company to get into SB 1383 compliance and further reduce planet-warming gases from the atmosphere. Implementing both technologies would position Waste Disposal Inc. well for the remainder of the current decade and going into the next decade.



But, back to the people, planet, and profits. Waste Disposal Inc. would not be as successful as it is today without cherishing its relationships with its clients (people) and working collaboratively with them to design waste reduction practices (planet) to achieve the State of California's ambitious climate action goals. When both work in concert, it produces a wide array of profits not only for both parties, but for the larger society.

Waste Disposal Inc. survived the industry consolidation of the 1990s, early 2000s, and has emerged as a much stronger force in the industry in Southern California. The company steadfastly embraces all of the challenges presented as a result of the implementation of SB 1383, as well as the recently enacted electric vehicle fleet rules from the California Air Resources Board.

People, planet, and profits...there's no better corporate approach to achieving larger societal goals for all.



edisposal.com

the service transition period in 2017 because it already possessed the ability of working with individual customers to transition service to us on a daily basis and to anticipate what their service needs would require.

As part of the recycLA program, the company sincerely appreciates working with various food rescue non-governmental organizations to recover edible food to provide to the food insecure population within metropolitan Los Angeles. We have partnered with Food Forward and St Francis Center (people) to prevent edible food from being landfilled (planet) and providing savings across the board (profits) to various actors as part of the City of Los Angeles. Waste Disposal Inc. rescues upwards of one hundred tons of edible food per month since 2018, which also saves on the production of global warming greenhouse gases.

In addition, Waste Disposal Inc. provides

"Recognizing that cities, businesses, and residents all have a role to play in reducing organic waste in landfills, SB 1383 holds both an opportunity and a challenge for everyone. City of Costa Mesa has taken proactive steps to partner with its community and build a greener future," Afeworki observes.

City of Costa Mesa's approach to SB 1383 is for its sustainability team to work at helping community members understand and develop new habits required to sort organic materials properly.

"Through a series of targeted outreach and engagement efforts, we aim to educate the community about the importance of diverting organic waste from landfills and the steps they can take to impact the environment positively," she informs us.

To engage residents and businesses alike, outreach efforts include various elements designed to impart information.

For example, City of Costa Mesa has a dedicated webpage that offers guidelines on organic waste recycling, whilst social media platforms are utilized to regularly update people



on the latest developments and initiatives.

"To help businesses comply with SB 1383 mandates, City of Costa Mesa designed a bilingual postcard and a link that provides a succinct overview of the requirements. A general flyer was also created for wider distribution to ensure that all community members are aware of how they can contribute to a greener future.

"Recognizing the power of social media, we produced an animated video highlighting the importance of organic waste recycling and providing step-by-step instructions. The engaging format helps viewers grasp key concepts easily and motivates them to take action," highlights Afeworki.

SUSTAINABILITY PROGRAMS, RECOGNITIONS, AND AWARDS

City of Costa Mesa is committed to environmental stewardship, community well-being, and economic prosperity.

- In 2021, the City Council added "Advancing Environmental Sustainability and Climate Resiliency" as its priority goal.
- In the same year, Costa Mesa was awarded a Leadership in Energy and Environmental Design (LEED) Gold certification, joining a growing group of more than 100 cities and municipalities worldwide to be certified under the US Green Building Council's LEED for Cities and Communities rating system. It is the only city in Orange County with the certification, and at the time, it was one of the only four cities in the US to have received the certification using the latest LEED standard, LEED version 4.1.
- Costa Mesa has three LEED buildings including a library, community center, and a fire station.
- The city mainly uses drought-resistant and California-native vegetation and has an Organics First Policy/Integrated Pest Management Plan.
- The [green business program](#) is designed to help companies operate sustainably and receive public recognition for their efforts.
- Costa Mesa also earned a Tree City USA designation from the Arbor Day Foundation. The program provides direction, assistance, and national recognition to participating cities while increasing awareness about the value of trees and the importance of sustainable tree management. It also provided the framework for a healthy, sustainable urban forestry program in cities.

2021 Environment
and Energy Leader
100 Award





GREEN GOALS

City of Costa Mesa has a few key priorities for the coming year, but the biggest is its Climate Action and Adaptation Plan (CAAP), a multi-year and inclusive process that will include extensive stakeholder engagement and input.

"We hope to have it finalized and approved by early 2025. To supplement the city's approved CAAP budget, we were awarded a \$50,000 climate adaptation and climate resilience planning grant from SoCalGas to conduct a climate vulnerability assessment in our low-income communities," Afeworki elaborates.

The climate plan will put equity at the center of the planning process, identifying GHG reduction and adaptation measures that enhance public health and community resilience and promote the creation of local green jobs.

Furthermore, City of Costa Mesa has goals regarding fleet electrification and citywide

"THERE IS A LOT OF WORK TO DO, BUT I AM EXCITED TO BE WORKING ON ADDRESSING LOCAL ISSUES AND THRIVING DAILY TO REMOVE BARRIERS TOWARD A DECARBONIZED AND SUSTAINABLE WORLD"

- SALEM AFEWORKI, ENERGY AND SUSTAINABILITY SERVICES MANAGER, CITY OF COSTA MESA

expansion of the ZEV infrastructure, focusing on expanding EV charging stations at multi-family residential units and in low-income communities.

"With the aim of further expanding tree coverage throughout the City, we developed a tree canopy map in collaboration with the Google Environmental Insights Explorer team. We are now using the web map to develop targeted tree planting efforts in our vulnerable communities," says Afeworki.

Its tree canopy expansion plans

and the use of different [Nature-Based Solutions](#) (NBS) to address climate change will improve air quality while enhancing the community's health and reducing urban heat.

"As a state, we aim to be carbon neutral by 2045 by decarbonizing every sector. We know what needs to be done and by what date; the current challenge is how to get there. To address this, we are working on developing GHG reduction pathways that are a good fit and reflect the priorities of our community. ■



CITY OF COSTA MESA'S PLANS, PROJECTS, AND INITIATIVES

CAAP – A comprehensive strategy to address the climate crisis in Costa Mesa in an innovative, equity-focused, realistic, and actionable way. The City Council adopted a resolution to approve City of Costa Mesa's Local Hazard Mitigation Plan (LHMP) in April 2023. Climate change considerations were discussed in detail under each hazard profile and were included in the recommended mitigation measures. City staff will incorporate LHMP in the general plan's safety element update and CAAP.

CITY TREE CANOPY – The first [fully mapped tree coverage](#), including public and private trees, in partnership with Google Environmental Insights Explorer. The plan is to use the map to expand the trees in the city, focusing on low-income and vulnerable communities.

ONGOING COMMUNITY EDUCATION AND ENGAGEMENT – City of Costa Mesa started the Earth Day festival in 2021, which attracts hundreds of people every April in addition to annual events. It regularly hosts community workshops and attends events on different topics, ranging from stormwater management to induction cooking and sustainable landscape management. This creates the ideal opportunity for Afeworki to talk to community members, partners, and city staff to understand their needs and priorities regarding sustainability, which she can then convert into projects or initiatives that the city can implement.

"It is one of the biggest challenges of the century, but alongside challenges come opportunities, and I believe in human ingenuity and resourcefulness. I am hopeful that together, we will find a way to meet our local and global climate and sustainable development goals," she tells us.

With Afeworki at the helm of City of Costa Mesa's sustainability efforts, it is in excellent shape to action change and reach its climate goals. Her green credentials include working for the United Nations (UN) before completing a master's



Girls planning their projects for City Hall Earth Day Festival 2022



The engineering team at Level III EV charging station, Costa Mesa City Hall



Costa Mesa's solar powered EV charging station



SoCalGas Climate Action Award

degree in environmental management and renewable energy applications.

"I have always been interested in nature and understanding how things work, and as an extrovert, I find teamwork in multidisciplinary settings highly energizing. I regularly volunteer and do pro-bono work to give back to my community. For example, we recently published the second edition of [the State of Sustainability Report that covers Orange County and LA](#)



in collaboration with the American Society of Civil Engineers Los Angeles Section. The report identifies the current trends and challenges in sustainability and provides insight to support local policy development,

collaboration opportunities and implementation of sustainability initiatives across the region," Afeworki concludes.

Afeworki's diverse professional and life experience across four continents

and her capacity to build and retain lasting relationships easily, makes her who she is today – a more inclusive leader and global citizen who tries to bridge the gap and bring people together to build a sustainable world for all. 🌍



CITY OF COSTA MESA

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www.costamesaca.gov



**CITY OF
COSTA MESA**

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WOMEN OWNED BUSINESS PREFERENCE

Ware Disposal is not a small business so we are not submitting any small business preference. While we employ a number of former veterans, we are not a Disabled Veteran's Business Enterprise (DVBE). Ware Disposal is a certified Women's Business Enterprise.





**ADDENDUM NO. 1
REQUEST FOR PROPSAL
FOR
SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES
RFP NO. 25-21**



**PUBLIC WORKS
CITY OF COSTA MESA**

Addendum Released on April 3, 2025

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

Solid Waste Collection Services at City Facilities RFP No. 25-21

Q&A Deadline April 1, 2025 11:00 AM (PDT)

Set 1 Released via Email 04/03/2025 12:37 PM (PDT) – 11 questions

1.1 See attached document

Answer 1. Please disregard "engineering fees" and "project construction costs".
2. On Monday through Saturday, there will be no collection between the hours of 8:00 p.m. and 7:00 a.m. In the event of a holiday, pickups shall be completed one day later than the regularly scheduled collection day. The following are considered to be holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
3. At the request of City staff, the awarded hauler will be required to provide tonnage and diversion information related to City facilities. Although a diversion requirement specifically for City facilities is not required, the City expects the awarded hauler to make a good-faith effort in achieving a 50% diversion goal.

1.2 Is there an anticipated effective date for services to start?

Answer July 1, 2025

1.3 Is there an expected award date for this bid?

Answer No

1.4 In Table 3. Other services there is a line item for a 3 cyd Recycling/Trash bin, are you referring to a split bin?

Answer Correct, this line item is referring to the cost of a split bin for trash and recycling.

1.5 Would the city consider an extension on the submittal due date for this bid?

Answer No

1.6 Is the City be amenable to executing a services agreement that more particularly addresses the services to be provided as opposed to an agreement that was prepared to engage a consultant for professional services (i.e., financial, economic, accounting, engineering, legal, or administrative matters)?

Answer The City must continue with its current RFP in order to establish a new contract with an effective date of 7/1/25.

1.7 Does the City intend to enter into a similar agreement with multiple providers or will the Service Schedule provided in Appendix A to be serviced exclusively by one provider?

Answer The City reserves the right to award one or more contracts for this service.

1.8 Will the City be providing a bid rate sheet for all prospective bidders to provide pricing on?

Answer Yes. Addendum to be posted.

1.9 Are the (2) one year extension options mutual or at the sole discretion of the city?

Answer Mutual agreement of both parties.

1.10 Who is the current hauler and can the City provide current rates?

Answer Ware Disposal. Addendum to be posted.

1.11 Are annual rate increases allowed in years 1-5? If so, what CPI methodology would the City prefer or find acceptable?

Answer Pricing will be locked in for two years. In the third year and thereafter, CPI requests can be submitted based on CPI for All Urban Consumers for the LOS ANGELES-LONG BEACH-ANAHEIM.

- The Service Schedule included in this addendum is to be submitted as the Cost Proposal. The Cost Proposal shall be submitted in a separate file per the RFP, Section 2 Process for Submitting Proposals.
- Attached are the City's current rates for reference.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU	Cost
1 - City Hall	Trash	3cyd Bin	2	3x	
1 - City Hall	Organics	65-gallon cart	1	1x	
1 - City Hall	Recycling	3cyd Bin	1	3x	
2 - Main Police Department	Trash	3cyd Bin	2	3x	
3 - Fire Station #1	Trash	3cyd Bin	1	1x	
4 - Fire Station #2	Trash	3cyd Bin	1	1x	
5 - Fire Station #3	Trash	3cyd Bin	1	1x	
6 - Fire Station #4	Trash	3cyd Bin	2	1x	
7 - Fire Station #5	Trash	3cyd Bin	1	1x	
8 - Fire Station #6	Trash	3cyd Bin	1	1x	
9 - DRC/Hertzog	Trash	3cyd Bin	2	2x	
9 - DRC/Hertzog	Recycling	3cyd Bin	1	2x	
9 - DRC/Hertzog	Organics	65-gallon cart	1	1x	
10 - Balearic Comm. Center	Trash	3cyd Bin	1	2x	
11 - Fairview Park Train Station	Trash	3cyd Bin	1	1x	
12 - Old Corp. Yard	Trash	3cyd Bin	1	1x	
12 - Old Corp. Yard	Recycling	3cyd Bin	1	1x	
13 - Bridge Shelter	Trash	3cyd Bin	3	2x	
13 - Bridge Shelter	Recycling	3cyd Bin	1	1x	
13 - Bridge Shelter	Organics	65-gallon cart	3	2x	

14 - James Street	Trash	3cyd Bin	2	2x	
14 - James Street	Trash	3cyd Bin	1	2x	
14 - James Street	Trash	3cyd Bin	1	2x	
14 - James Street	Trash	3cyd Bin	2	2x	
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	
14 - TeWinkle Park	Trash	3cyd Bin	1	3x	
15 - Jack Hammet Sports Complex	Trash	3cyd Bin	1	1x	
16 - Hamilton Community Garden	Trash	3cyd Bin	1	1x	
16 - Hamilton Community Garden	Organics	65-gallon cart	1	1x	
17 - Bark Park	Trash	3cyd Bin	1	1x	
18 - Senior Center	Trash	3cyd Bin	1	5x	
18 - Senior Center	Organics	65-gallon cart	1	1x	
19 - Westside Police Substation	Trash	3cyd Bin	1	1x	
20 - Del Mar Community Garden	Trash	3cyd Bin	1	1x	
20 - Del Mar Community Garden	Organics	65-gallon cart	1	1x	

TOTAL MONTHLY COST:

Table 2. Recurring and/or Semi-Regular Roll-off Service

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
New Corp Yard	Trash	1	40cyd roll-off	5x/Week	
New Corp Yard	Furniture	1	40cyd roll-off	1x/Week	
Additional*	Furniture	Each	40cyd roll-off	On-Call	
New Corp Yard	Green Waste	1	40cyd roll-off	On-Call	
Old Corp Yard	Appliances	1	40cyd roll-off	On-Call	
Additional*	Mattress	1	40cyd roll-off	On-Call	
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call	
<p>*"Additional" may require a container left on site, at City discretion. Pricing for 5-day per-week collection of the trash roll-off should be presented as a flat monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.</p>					

Table 3. Other Services

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
Various	Organics (Food)	1 standard cart	65-gallon or equivalent offered	1/Week	
Split Bin	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week	
Various/Events	Temp. Trash	1	3cyd bin	On-Call	
Various/Events	Event Boxes	Per-Unit	Standard	On-Call	
Various	Construction/ Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only	
Various	Construction/ Demolition	1	40cyd roll-off	Per-Ton Disposal Charge	

****Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. These services are needed on an on-call basis. With regards to organic waste recycling, please provide your various container sizes available and pricing for each. For events, the City will often need boxes to collect refuse and recycling, and a bin for consolidation and pick-up. Lastly, City crews may need a roll-off container for construction/demolition waste. Typically, this is a 40-yard container, though a low-boy may occasionally be requested. Your pricing should segregate per-ton disposal costs. When requested, split bins must be available to accommodate space constraints at City facilities.**

Table 4. Other Fees

Fee Type	Cost
Overfilled Container*	
Contamination Charges*	
Late Payment	
Special Access Vehicle (Scout)	
Lock Service Fee	
Delivery of Container (3-40cyd)	
Delivery of Cart	
*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.	

TOTAL ANNUAL NOT-TO EXCEED COST

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than thirty (30) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

CITY'S CURRENT RATES

FACILITY	SERVICE LEVEL	PRICE
Old Corporation Yard	1 3y 3x	\$87.10
Tewinkle Park/Bark Park	1 3y 3x	\$87.10
Jack Hammet Sports Complex	1 3y 1x	\$40.20
New Corporation Yard	40y on call	\$696.29
Lions Park Library	Scout	\$61.91
Westside Police Facility	1 3y 1x	\$40.20
Fire Station no. 1	1 3y 1x	\$40.20
OC Model Engineer	1 3y 1x	\$110.40
Bridge Shelter	1 3y 2x	\$203.87
Bridge Shelter	1 3y 1x recyc	\$86.32
Bridge Shelter	1 65g 1x org.	\$152.23
Bridge Shelter	Scout	\$67.96
City Hall	1 3y 3x	\$87.10
City Hall	1 65g 1x org.	\$128.49
Police Facility	1 3y 3x	\$87.10
Fire Station no. 2	1 3y 1x	\$40.20
Fire Station no. 3	1 3y 1x	\$40.20
Fire Station no. 4/Corp. Yard	1 3y 1x	\$40.20
Fire Station no. 5	1 3y 1x	\$40.20
Fire Station no. 6	1 3y 1x	\$40.20
Downtown Rec. Fac.	1 3y 1x	\$40.20
Baleric Center	1 3y 2x	\$108.15
Lions Neighborhood Center	1 3y 1x	\$40.20
Hamilton Comm. Garden	1 3y 1x	\$40.20
Hamilton Comm. Garden organics	1 3y org.	\$150.08
Senior Citizen Center	1 4y 5x	\$298.61
Senior Citizen Center	1 65g 1x org.	\$101.84
Tewinkle Park Athletics	1 3y 1x	\$40.20
Del Mar Comm. Garden	1 3y 1x	\$40.20
Del Mar Comm Garden organics	1 3y org.	\$150.08
707-711 West 18th Street	1 3y 2x	\$254.40
745 West 18th Street	1 3y 2x	\$254.40
734 West James Street	1 3y 2x	\$254.40
734-740 West James Street	1 3y 2x	\$254.40
717 West James Street	1 3y 2x lock	\$278.83
721 West James Street	1 3y 2x lock	\$278.83

EXHIBIT C
FEE SCHEDULE



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



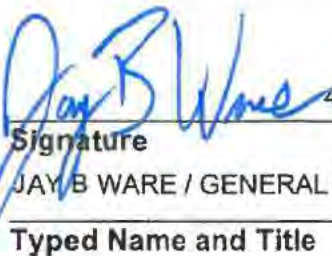
**PUBLIC WORKS
CITY OF COSTA MESA**

**Released on
March 24, 2025**

- The Service Schedule included in this addendum is to be submitted as the Cost Proposal. The Cost Proposal shall be submitted in a separate file per the RFP, Section 2 Process for Submitting Proposals.
- Attached are the City's current rates for reference.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.


 4-4-2025
 Signature Date
 JAY B WARE / GENERAL MANAGER
 Typed Name and Title

WARE DISPOSAL INC
 Company Name
 1035 E 4TH STREET
 Address
 SANTA ANA CA 92701
 City State Zip

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU	Cost
1 - City Hall	Trash	3cyd Bin	2	3x	\$183.00
1 - City Hall	Organics	65-gallon cart	1	1x	\$106.95
1 - City Hall	Recycling	3cyd Bin	1	3x	\$91.50
2 - Main Police Department	Trash	3cyd Bin	2	3x	\$183.00
3 - Fire Station #1	Trash	3cyd Bin	1	1x	\$42.25
4 - Fire Station #2	Trash	3cyd Bin	1	1x	\$42.25
5 - Fire Station #3	Trash	3cyd Bin	1	1x	\$42.25
6 - Fire Station #4	Trash	3cyd Bin	2	1x	\$84.50
7 - Fire Station #5	Trash	3cyd Bin	1	1x	\$42.25
8 - Fire Station #6	Trash	3cyd Bin	1	1x	\$42.25
9 - DRC/Hertzog	Trash	3cyd Bin	2	2x	\$227.10
9 - DRC/Hertzog	Recycling	3cyd Bin	1	2x	\$113.55
9 - DRC/Hertzog	Organics	65-gallon cart	1	1x	\$106.95
10 - Balearic Comm. Center	Trash	3cyd Bin	1	2x	\$113.55
11 - Fairview Park Train Station	Trash	3cyd Bin	1	1x	\$42.25
12 - Old Corp. Yard	Trash	3cyd Bin	1	1x	\$42.25
12 - Old Corp. Yard	Recycling	3cyd Bin	1	1x	\$42.25
13 - Bridge Shelter	Trash	3cyd Bin	3	2x	\$340.65
13 - Bridge Shelter	Recycling	3cyd Bin	1	1x	\$42.25
13 - Bridge Shelter	Organics	65-gallon cart	3	2x	\$413.55

14 - James Street	Trash	3cyd Bin	2	2x	\$227.10
14 - James Street	Trash	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash	3cyd Bin	2	2x	\$227.10
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	\$113.55
14 - TeWinkle Park	Trash	3cyd Bin	1	3x	\$91.50
15 - Jack Hammet Sports Complex	Trash	3cyd Bin	1	1x	\$42.25
16 - Hamilton Community Garden	Trash	3cyd Bin	1	1x	\$42.25
16 - Hamilton Community Garden	Organics	65-gallon cart	1	1x	\$106.95
17 - Bark Park	Trash	3cyd Bin	1	1x	\$42.25
18 - Senior Center	Trash	3cyd Bin	1	5x	\$313.55
18 - Senior Center	Organics	65-gallon cart	1	1x	\$106.95
19 - Westside Police Substation	Trash	3cyd Bin	1	1x	\$42.25
20 - Del Mar Community Garden	Trash	3cyd Bin	1	1x	\$42.25
20 - Del Mar Community Garden	Organics	65-gallon cart	1	1x	\$106.95

TOTAL MONTHLY COST:

\$4,190.10

Table 2. Recurring and/or Semi-Regular Roll-off Service

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
New Corp Yard	Trash	1	40cyd roll-off	5x/Week	\$6,433.30
New Corp Yard	Furniture	1	40cyd roll-off	1x/Week	\$1,515.50
Additional*	Furniture	Each	40cyd roll-off	On-Call	\$551.25
New Corp Yard	Green Waste	1	40cyd roll-off	On-Call	\$551.25
Old Corp Yard	Appliances	1	40cyd roll-off	On-Call	\$551.25
Additional*	Mattress	1	40cyd roll-off	On-Call	\$551.25
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call	\$731.10

*"Additional" may require a container left on site, at City discretion. Pricing for 5-day per-week collection of the trash roll-off should be presented as a flat monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.

Table 3. Other Services

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
Various	Organics (Food)	1 standard cart	65-gallon or equivalent offered	1/Week	\$106.95
Split Bin	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week	\$356.00 MO
Various/Events	Temp. Trash	1	3cyd bin	On-Call	\$125.00
Various/Events	Event Boxes	Per-Unit	Standard	On-Call	\$7.50 EACH
Various	Construction/Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only	\$379.65
Various	Construction/Demolition	1	40cyd roll-off	Per-Ton Disposal Charge	\$103.75

**Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. These services are needed on an on-call basis. With regards to organic waste recycling, please provide your various container sizes available and pricing for each. For events, the City will often need boxes to collect refuse and recycling, and a bin for consolidation and pick-up. Lastly, City crews may need a roll-off container for construction/demolition waste. Typically, this is a 40-yard container, though a low-boy may occasionally be requested. Your pricing should segregate per-ton disposal costs. When requested, split bins must be available to accommodate space constraints at City facilities.

Table 4. Other Fees

Fee Type	Cost
Overfilled Container*	\$80.00
Contamination Charges*	\$80.00
Late Payment	5.0%
Special Access Vehicle (Scout)	\$12.50 PER OCCASION
Lock Service Fee	\$12.00 PER BIN PER MONTH
Delivery of Container (3-40cyd)	\$55.00 FRONTLOAD / \$120.00 ROLL OFF
Delivery of Cart	\$35.00
*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.	

TOTAL ANNUAL NOT-TO EXCEED COST	\$145,666.80
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Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than thirty (30) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-234

Meeting Date: 6/17/2025

TITLE:

ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES GRANT FUNDING - OCTA

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: MONIQUE VILLASENOR, RECREATION MANAGER

CONTACT INFORMATION: MONIQUE VILLASENOR, RECREATION MANAGER, (714) 754-5009

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) grant funding in the amount of \$237,600 from Orange County Transportation Authority (OCTA).
2. Authorize a budgetary increase of \$237,600 to be funded by the EMSD grant reimbursements.
3. Increase the annual not-to-exceed amount of the current Professional Services Agreement (PSA) with Orange County Yellow Cooperative, Inc, formerly Cabco Yellow, by \$200,000 for a total annual amount of \$500,000 with an additional 10% contingency.
4. Authorize the Interim City Manager and City Clerk to execute Amendment No. 2 to the PSA and any future changes and amendments to the agreement within Council authorized limits.

BACKGROUND:

The Senior Transportation Program began in 2011 and provides free senior transportation services for medical and non-medical rides to Costa Mesa seniors. The transportation program is divided into two components: the Medical Transportation Program (MTP) and the Senior Mobility Program (SMP). The Senior Mobility Program provides door to door transportation within Costa Mesa's boundaries and the Medical Transportation Program provides door to door transportation for non-emergency medical appointments throughout Orange County.

In order to be eligible to utilize either component a senior must:

- Be 60 years or older
- A member of the Costa Mesa Senior Center
- Provide proof of residency

Prior to 2020, the City operated a two-shuttle model, one for each component of the program, through a PSA with Keolis Transit Services. In May 2020, after Keolis Transit suddenly became insolvent, the City entered into an Emergency PSA with Cabco Yellow to transition the program to a taxi program. In June 2021, the City entered a standard PSA with Cabco Yellow, now Orange County Yellow Cooperative Inc., for all components of the Senior Transportation Program.

With the transition from a shuttle model to the taxi model, the Senior Transportation Program has seen tremendous growth in ridership. In order to support the growth-associated program costs, staff applied for the Orange County Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) grant. The EMSD Program is intended to meet the transportation needs of older adults and people with disabilities when transportation services are unavailable, insufficient, or inappropriate to meet these needs, and can be used to supplement the Senior Transportation Program for the mobility component.

In July 2024, the City held a public hearing as a requirement for the EMSD grant fund application. In November 2024, the OCTA Board of Directors awarded the City of Costa Mesa a one-time grant totaling \$237,600 (Attachment 1). OCTA provided the City a preliminary draft agreement on June 11, 2025, with the final agreement forthcoming.

ANALYSIS:

Due to the increase in ridership and associated program costs, the EMSD grant will assist in supplementing the funding for the mobility program. Funding for the entire grant must be utilized by June of 2026. With this grant, the transportation program will be funded through a combination of the EMSD grant and M2 funds, both with a 20% match from the City, and an annual grant from Hoag Hospital.

Staff will continuously evaluate ridership trends and use that information to guide the program's future structure. The Senior Center staff will conduct outreach with users regarding the program and continue to share updates through newsletters, email communications, marketing materials, and direct phone calls to ensure participants are well-informed.

ALTERNATIVES:

City Council may withdraw the grant application; however, funding for the program without the grant is insufficient to maintain the current senior transportation program needs. The City Council may choose not to approve the not to exceed amount of the California Yellow Cab PSA, which would require cessation of the Senior Transportation Program.

FISCAL REVIEW:

The Fiscal Year 2024-25 senior transportation programs are estimated at \$465,000. The current budget, utilizing all the aforementioned grant funds, is sufficient for this program.

LEGAL REVIEW:

This City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Accept the Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) grant funding in the amount \$237,600 from Orange County Transportation Authority (OCTA).
2. Authorize a budgetary increase of \$237,600 to be funded by the EMSD grant reimbursements.
3. Increase the annual not-to-exceed amount of the current Professional Services Agreement (PSA) with Orange County Yellow Cooperative, Inc, formerly Cabco; Yellow, by \$200,000 for a total annual of \$500,000 with an additional 10% contingency.
4. Authorize the City Manager and City Clerk to execute Amendment No. 2 to the PSA and any future changes and amendments to the agreement within Council authorized limits.



AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management
Agency

January 6, 2025

Mr. Kevin Stoddart
Senior Recreation Supervisor
City of Costa Mesa
77 Fair Dr
Costa Mesa, CA 92626

**Subject: Enhanced Mobility for Seniors and Individuals with Disabilities
Grant Program 2024 Call for Projects**

Dear Mr. Stoddart:

Congratulations, on November 25, 2024, the Orange County Transportation Authority (OCTA) Board of Directors approved the Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program 2024 Programming Recommendations. The City of Costa Mesa's request for Operating - Operating Assistance was approved in the amount of \$237,600 for the Senior Taxi Program project.

The City of Costa Mesa must follow all requirements outlined in the EMSD Guidelines and Procedures (Attachment A), which include but are not limited to the following:

- Execution of the cooperative agreement between OCTA and the City of Costa Mesa
- Programming of funds in fiscal year 2024/25
- Timely use of funds – 24-month period of performance
- Quarterly reporting
- Annual reporting
- Submit invoices on a monthly basis
- Submit final invoices within 90 days of project completion
- Submit final report package 90 days following issuance of final payment
- Submit closeout form within 90 days of delivering the final report package

OCTA staff will hold individual award recipient office hours to discuss execution of the cooperative agreement, invoicing, and reporting requirements, and answer any questions. OCTA staff will reach out to schedule the session.

OCTA looks forward to working with you in delivering important transportation services for seniors and individuals with disabilities throughout Orange County.

Mr. Kevin Stoddart
January 6, 2025
Page 2

If you have any questions, please contact Vic Mireles, EMSD Program Manager, at (714) 560-5025 or via email at vmireles@octa.net.

Sincerely,

A handwritten signature in blue ink that reads "Rose Casey". The signature is written in a cursive, flowing style.

Rose Casey
Executive Director, Planning

RC:vm
Attachments

cc: Enyelber Franco, City of Costa Mesa
Adriann Cardoso, OCTA
Louis Zhao, OCTA
Vic Mireles, OCTA

**2024 Enhanced Mobility for Seniors and Individuals with
Disabilities (EMSD) Grant Program**

Call for Projects Program Guidelines

Table of Contents

Purpose And Authority.....	1
Program Goals.....	1
Background	1
2024 Call.....	1
Program Schedule	2
Eligible Applicants	2
Public Hearing for Public Agencies.....	2
Coordination	2
Funding Priorities	2
Eligible Project Categories and Availability of Funds	2
Capital Projects	3
Operating Projects	4
Award Limitations and Matching Fund Requirements	4
Indirect Costs	5
Contingency Costs.....	5
Evaluation Criteria.....	5
Capital Evaluation Criteria	5
Operating Evaluation Criteria	6
Accountability Evaluation	7
Provisions of Use Criteria.....	7
Timely-Use of Funds.....	7
Extension Requests, Scope Changes and Cost Savings	8
Cost Increases	8
Invoices and Reimbursements.....	8
Reporting.....	9
Insurance Requirements	9
Additional Program Requirements	10
Required Drug and Alcohol Programs and Related Reporting.....	10
Required Driver Training for Vehicles	11
Required Maintenance for Vehicles and Equipment	11
Useful Life Requirements for Capital Projects	11
Submittal Requirements	12
OCTA Contacts	12

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Purpose And Authority

The Orange County Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program call for projects (call) is intended to enhance the mobility of seniors and individuals with disabilities by providing local transportation funding to meet the transportation needs of seniors and individuals with disabilities where public transportation services may not appropriately meet their needs. The EMSD Grant Program offers grant opportunities to non-profit organizations (non-profits) and local public agencies to help meet these needs.

Program Goals

The EMSD Program is intended to meet the transportation needs of older adults and people with disabilities when transportation services provided are unavailable, insufficient, or inappropriate to meet these needs. The goals of the Program are to:

- Improve the mobility for seniors and individuals with disabilities in Orange County.
- Support local agencies and non-profits providing service within their communities.
- Supplement services provided through the OCTA Senior Mobility Program, OC ACCESS, and OC Bus fixed-route service.
- Provide seamless service through improved first- and last-mile connections.
- Incorporate and encourage technology-based solutions to improve mobility options.
- Promote non-profit and public agency outreach to senior and disabled patrons with an emphasis in reaching disadvantaged, underrepresented, and/or diverse communities to ensure services will meet their needs.
- Prioritize funding for agencies that:
 - Collaborate through partnerships to create efficiencies and lower operating costs for service, and/or
 - Increase vehicle revenue hours beyond the minimum ten hours per week.

Background

Prior to 2014, the Federal Transit Administration Section 5310 (FTA 5310) Program was jointly administered by the Orange County Transportation Authority (OCTA) and the California Department of Transportation (Caltrans). In 2016, OCTA assumed the role of designated recipient for the FTA 5310 Program in Orange County to ensure funds are used effectively, efficiently, and consistently with federal requirements.

Since 2018, the Orange County EMSD Grant Program replaced the FTA 5310 by providing local funding support in lieu of federal funding, which allows grantees to streamline project implementation and reduce the risk of non-compliance with federal requirements. Due to the long-standing success of the Section 5310 grant program, all beneficial elements of that program have been retained.

As the regional transportation planning agency for Orange County, OCTA is responsible for conducting a call for projects and distributing EMSD funds to selected projects consistent with the priority strategies identified in the current Orange County Human Services Transportation Coordination Plan¹ (Coordinated Plan). In addition, OCTA has taken on the responsibility of developing and administering funding agreements and providing oversight monitoring of EMSD grantees throughout the useful life of the grant-funded projects.

2024 Call

The 2024 EMSD call will make up to \$8.5 million in local funds available for eligible and high scoring projects. Funding availability is based on the FTA 5310 apportionment to OCTA and is subject to change. All projects proposed and

¹ 2020 Coordinated Plan is available at: <http://www.octa.net/pdf/HumanServicesTransportation.pdf> - applicable to this call.

2024 Coordinated Plan information landing page is available at: <https://www.orangecountyhstcp.com/> - currently under development.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

considered for funding are required to be included in the Coordinated Plan. Under FTA guidelines, the Coordinated Plan is required to be updated every four years. This call will award projects consistent with the 2020 Coordinated Plan, as its 2024 update is still under development.

Program Schedule

EMSD Schedule (Subject to Change)	
April 17, 2024	EMSD Program Workshop (Virtual)
May 28, 2024	Call for Applications Opens
June 3-June 7, 2024	Application Office Hours
June 27, 2024	Application Due Date by 4pm
June – August 2024	Application Reviews and Scoring
September 2024	OCTA Board of Directors (Board) consideration of EMSD funding recommendations
September 2024	Awarded Applicant Office Hours

Eligible Applicants

Eligible applicants include:

- Private non-profit organizations providing transit services for older adults and people with disabilities, and
- Public agencies where private non-profits are not readily available to provide the proposed service for these individuals (see **Public Hearing for Public Agency** section of these Guidelines).

Public Hearing for Public Agencies

Public agency applicants will be required to hold a public hearing to establish coordination with non-profits and ensure services are not being duplicated. This will verify that the nominating public agencies' projects are not overlapping in scope and, where applicable, services can be better coordinated. **Nominating public agencies, including Orange County (County) cities and the County, are to schedule public hearings, and notify relevant non-profits as soon as possible to proceed with the application process. Documentation of a public hearing being held will be required as part of the application package.**

Coordination

Inter-agency coordination is highly recommended. OCTA encourages agencies to work in partnership with other agencies to better offer well-rounded and coordinated services or use of vehicles and/or equipment. The EMSD Program emphasizes the importance of coordinated planning. Priority will be given to nominations that successfully show inter-agency coordination and demonstrate partnership(s).

Funding Priorities

1. Capital
2. Operating (Existing Services Only and Mobility Management)

Eligible Project Categories and Availability of Funds

Funds will be available for two categories and distributed to organizations and agencies serving Orange County based on the funding priorities above.

Project Category	Funding availability
Capital	\$4.7 million (minimum) or 55% minimum of awarded funds
Operating (Mobility Management and Operating Assistance)	\$3.8 million (maximum) or no greater than 45% of awarded funds
Total	\$8.5 million

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Consistent with FTA 5310 requirements, at least **55%** of funds must be used for “traditional” capital projects. That is, those public transportation **Capital** projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate.

As a result, the **Operating** projects category is limited to a total target of \$3.8 million award maximum, and the funding that goes to operations cannot be greater than **45%** of the total available funding.

Capital Projects

Project Types	Eligible Activities
Vehicle and Equipment Acquisition:	Vehicle leases or purchases
Small Capital Purchases:	Purchases under \$10,000 for computer hardware and equipment if the hardware and equipment are tied to an operating need and do not meet the minimum requirements of a capital project. Justification for how the hardware and equipment is directly tied into the function of an operation will be required in the applications narrative.

Capital projects will consist of vehicle leases or purchases. This includes buses and vans with the purpose of transporting seniors and individuals with disabilities. Vehicles may be either new or used (in good condition). Vehicles may be replacements for those currently in operation that have met or exceeded their useful life or vehicles to allow expansion of service. For a project to be categorized as replacement vehicles, the vehicles to be replaced must be in active service during the applicant’s normal days and hours of operation. Unless an acceptable justification is provided, the vehicle should have met a minimum useful life or will meet the useful life at the point the replacement vehicle is put into service.

Each vehicle acquired (both purchased and leased) must be Americans with Disabilities Act (ADA) accessible and provide a minimum of 10 hours of service per week, where service is provided by the awarded applicant or in coordination with other agencies. Zero-emission vehicles (ZEV) and zero-emission buses (ZEB) are encouraged; however, the purchase or installation of ZEV charging equipment is not an eligible expense of the EMSD program.

CalACT Purchasing Cooperative

Agencies may acquire vehicles through the California Association for Coordinated Transportation (CalACT) Purchasing Cooperative; however, this is not a requirement of the EMSD program. Agencies that plan to acquire vehicles through CalACT must notify OCTA of their intent as part of the application.

For more information, please visit <https://calact.org/> or contact Dan Mundy at dan@calact.org or 916-920-8018 (Office)

Vehicle Acquisition Cost-Effectiveness Requirements

The purchase of *used* vehicles will be allowed when the proposed used vehicle is determined to be more cost-effective than the purchase of new vehicles and meets the additional used vehicle provisions noted below. Applicants who opt to request funding for the purchase of used vehicles, must provide a cost-benefit analysis as part of the project application clearly indicating that the purchase of used vehicles is more cost-effective compared to the purchase of new vehicles.

The *leasing* of vehicles will be allowed when it is determined to be more cost-effective than purchasing vehicles. Applicants who opt to request funding for leasing must provide a cost-benefit analysis as part of the project application clearly indicating that leasing is more cost-effective compared to purchasing. A draft lease agreement must be included as part of the application, and a final lease agreement shall be provided to OCTA upon agreement execution.

Cost-effectiveness methodology will be at the discretion of each applicant agency and should be prepared in good faith.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Additional **Used** Vehicle Provisions

Used vehicle purchases will be allowed so long as they meet the following criteria:

- Vehicles are less than three years old (based on model year),
- Vehicles have less than 65,000 miles,
- Vehicles are under warranty,
- Applicants provide proof that multiple vendors were contacted for comparable prices,
- A mechanical inspection must occur prior to purchase, and
- Vehicles must be fully ADA compliant or will be modified to be ADA compliant – including ramps, tie downs, and other safety features.

Additional **Leased** Vehicle Provisions (under warranty and inspected prior to purchase)

- Vehicles are less than three years old (based on model year),
- Vehicles have less than 65,000 miles,
- Applicants provide proof that multiple vendors were contacted for comparable prices,
- Vehicles must be fully ADA compliant or will be modified to be ADA compliant – including ramps, tie downs, and other safety features.

Equipment Purchases

The Capital projects category may also include the purchase of service-related equipment such as wheelchair lifts, ramps, and securement devices as well as computer hardware (i.e., computers, keyboards, mice, dispatching devices and software, etc.). ZEV charging equipment is not an eligible equipment purchase.

Applicants must submit at least one equipment quote consistent with the application, detailing key characteristics. Multiple quotes are preferred. These will serve as an Independent Cost Estimate (ICE), and the lowest quote provided will determine the grant amount.

Operating Projects

Operating projects will consist of mobility management and operating assistance.

Project Types	Eligible Activities
Mobility Management:	Coordinating Transportation Services, Traveler/Client Call Centers, Driver/Travel Training ² , and/or Coordinating/Dispatching Communications System
Operating Assistance:	Labor (Staffing) Expenses, Materials (Fuel, Office Supplies), Continuation of Services, Contracted Services, and/or First and Last-Mile Trips

Award Limitations and Matching Fund Requirements

Applicants may submit applications for either one or both categories. However, the total funding request per applicant may not exceed **\$1.5 million** (does not include local match), as noted in the application and project type table below.

For the purposes of the EMSD Program, match refers to any non-EMSD funding contribution committed and provided by the lead agency to support a share of the total project expenses. Projects will be required to provide a cash match consistent with the table below.

Please note that matching requirements were temporarily reduced as part of the 2021 EMSD Program to allow applicants to restore service and support recovery from the coronavirus (COVID-19) pandemic. This reduction is remaining in place as part of the 2024 EMSD Program to allow continued recovery and to address ongoing supply chain issues.

² Travel training is one-on-one individualized training that gives people with seniors and individuals with disabilities the skills required to travel safely on fixed-route public transportation.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Application and Project Type ³	Minimum Grant Request	Maximum Grant Request	Minimum Match Requirement
Capital: Vehicle purchases, leases, and limited supporting equipment	\$100,000	\$1,000,000	10%
Capital: Standalone Capital Equipment Purchases	\$10,000	\$99,000	10%
Operating: Operating Assistance	\$100,000	\$1,000,000	20%
Operating: Mobility Management	\$50,000	\$300,000	10%

Indirect Costs

The program will allow for no greater than 10% of requested funds to contribute to indirect costs. This will be applicable to the operating category only. Applicants should factor in this limit when structuring their proposed project budgets, demonstrating a clear understanding of how the grant funds will be effectively utilized for both direct and indirect costs.

Examples of indirect costs that could be considered include:

- General administrative and overhead costs.
- Office supplies.
- Development of specifications for vehicles and equipment.
- Staff salaries (for capital applications).
- Technical assistance and planning activities.
- Any other costs deemed necessary for the administration, planning, or technical assistance purposes of the project.

Contingency Costs

Contingency is allowed for unforeseen circumstances, such as cost increases or project delays, amounting to 5-10% of the total requested funds in proposed project budgets. This allocation ensures adaptability to changing conditions while minimizing disruptions to project implementation.

Evaluation Criteria

Applications will be considered for funding based on the evaluation criteria and point distribution shown in this section. Capital and Operating projects will be scored differently with the criteria detailed in their respective tables. The criteria align with federal and state goals for the Section 5310 program and are the basis for reviewing and selecting applications.

All projects are required to be included in the 2020 Coordinated Plan.

Capital Evaluation Criteria

Capital Projects	Maximum Points
A. Goals and Objectives – Project is consistent with overall EMSD Program goals and objectives and meets all program requirements of providing transportation related activities and/or services beyond those required by the ADA.	6
B. Ability of Applicant – Evidence of the applicant's experience providing existing transportation service or social services for elderly or disabled individuals. Scored questions will also include points for agency programs/plans including driver/travel training, dispatching, California Highway Patrol Inspections.	10

³See complete examples of eligible operating activities and vehicle types on **Capital Projects**.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

C. Coordination Planning – Assessment of available services that (1) meet the needs of seniors and disabled individuals and (2) identify gaps in service or equipment needs. Scored questions will ask how the applicant provides strategies, activities, and projects to identify these gaps and achieve efficiencies in service. Discuss the coordination planning your agency conducts with other agencies.	6
D. Outreach and Feedback – Assessment of how the applicant has conducted outreach with senior and disabled clients to ensure their needs are being met and adjustments to service are made accordingly.	5
E. Transportation Service – Evaluation will be based on project type - replacement, expansion vehicles, and/or equipment. Replacement and expansion vehicles will receive ratings based on mileage, service hours per week, and number of people served. Equipment will be scored based on number of vehicles within the fleet which are coordinated and service efficiency enhancement with the new equipment.	18
F. Emergency Planning and Preparedness – Evaluation is based on standards for emergency planning and preparedness, extent to which emergency plans and drill activities are provided, and whether applicant is included in County Office of Emergency Services (OES) response plan.	5
Additional Considerations to Application Scores	
a. Accountability Measure – Consideration of applicants past project delivery performance will be evaluated. 5 points may be deducted.	-5
Total Points	50

Operating Evaluation Criteria

Operating Projects	Maximum Points
A. Goals and Objectives – Project is consistent with overall EMSD Program goals and objectives and meets all program requirements of providing transportation related activities and/or services beyond those required by the ADA.	10
B. Project Implementation – Extent to which applicant provides a well-defined and detailed operations plan with defined routes, schedules, current/project ridership, key personnel, and marketing strategies with supporting documentation for carrying out the project.	15
C. Program Performance Indicators – Extent to which applicant provides clear, measurable, and outcome-based performance measures and indicators, which show a logical, reasonable, and quantifiable methodology to track the effectiveness of the project.	10
D. Coordination, Outreach, and Sustainability – Extent to which applicant identifies communications and outreach plans and goals to target populations that benefit from EMSD program. Evaluation also based on applicant's efforts and accomplishments in coordination with other transportation and/or social services in the project area and extent to which applicant identifies plans to sustain a new, expansion, or continuation program beyond the two-year funding cycle.	11

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

E. Emergency Planning and Preparedness – Extent to which applicant identifies standards for emergency planning and preparedness and provides emergency plans and drill activities, and whether applicant is included in County Office of Emergency Services (OES) response plan.	4
Additional Considerations to Application Scores	
b. Accountability Measure – Consideration of applicants past project delivery performance will be evaluated. 5 points may be deducted.	-5
Total Points	50

Accountability Evaluation

The 2024 EMSD call will evaluate applicants on past project delivery performance. Up to five points may be deducted from the overall project score for applicants with a history of poor past project delivery performance including in contract execution, timing of expenditures and invoicing, and overall program understanding. This evaluation will ensure continuation of responsible delivery of EMSD-funded projects.

Provisions of Use Criteria

- Upon approval by OCTA’s Board, awarded applicants will be notified and will be required to enter into an agreement with OCTA to start the project and receive funding. The agreement will remain in effect throughout the project’s service period or the equipment’s useful life.
- For vehicle request, grantees are responsible for the proper use, operating costs, and maintenance of all vehicles and project equipment, and must be prepared to comply with all applicable regulations and requirements.
- Applicants are responsible for management, oversight, and control over the operations of contracted service and purchased equipment. Appropriate documentation must also be maintained and provided upon request during the project term and through the useful life of the asset or through the service period.
- For non-profit applicants, non-profit status must be documented as “active.”
- Public agencies are required to complete a public hearing prior to the application deadline to verify that they would not be nominating overlapping services or providing services where a non-profit could. More information on this can be viewed in the Public Hearing for Public Agency section.

Timely-Use of Funds

Funding will be made available for FY2024-25, FY2025-26, and FY2026-27. All reimbursable work should be completed within the timeframe outlined in the executed agreement.

For **Capital** projects, applicants will be required to award a contract or execute a purchase order by June 30 of the programmed FY. Applicants would then have 24 months from the award or purchase to receive and/or install the equipment. The contract award or purchase date will serve as the start of the 24-month performance period. The expenditure deadline will also start at the contract award or purchase and all eligible awarded funds must be expended by the end of the 24-month period. **Extensions of up to one additional expenditure year (12 months) will be considered on a case-by-case basis with a formal letter indicating reasons for the extension.**

For **Operating** projects, awarded applicants will be required to show evidence that they have entered into a cooperative or service agreement, as applicable to the funded project, and must start service based on the schedule provided and by June 30 of the programmed FY. For existing operating agreements, applicants may request funds to continue service. The date of the OCTA/Agency cooperative or service agreement or start of the continuation of service using the grant funds will begin the 24-month period of performance.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Funding for projects that have not (1) started within the FY programmed and (2) have not invoiced within 60 days of the end of the FY, may be forfeited and projects will be subject to OCTA approval for any delays. Extensions of up to one additional year (12 months) will be approved on a case-by-case basis. Requests should be made through a letter indicating reasons for the delay and how funds will begin invoicing by June of the extended FY.

Extension Requests, Scope Changes and Cost Savings

Scope changes and extension requests are considered on a case-by-case basis and requests must be submitted via email to OCTA EMSD email at OCTAEMSD@octa.net. Typically, to consider a scope change for approval by staff, OCTA expects the project benefits to be the same as what was provided in the original application. If the project does not deliver the same benefits, the project request will either be denied or presented to the OCTA Board for consideration. Applicants must provide an explanation and justification for the change and include documentation for how project benefits will be impacted and how they compare to the benefits proposed in the original application. Please note that project extensions are not guaranteed, and OCTA encourages awarded applicants to initiate and complete projects within the original period of performance of the grant.

OCTA will complete a thorough evaluation of the scope change and/or extension request and the potential impact to the project(s) benefits prior to making a recommendation. Major scope changes which significantly impact the benefits may require approval by the OCTA Board of Directors. If the applicant reduces the scope of an approved project a reduction in EMSD funds must be applied proportionally to maintain the approved local match percentage.

Cost Savings.

Reduced costs associated with a scope reduction will not be considered cost savings. Savings at project completion will either remain with OCTA or be returned to OCTA, if already paid out to the agency.

Cost Increases

The EMSD Program will not cover project cost increases for awarded projects. Applicants commit to cover any cost increases beyond awarded funds and match requirements.

Invoices and Reimbursements

Costs incurred prior to the start of the executed agreement will not be reimbursable unless requested by exception.

The EMSD Program requires that payments to the agency occur on a reimbursement basis, with exceptions for vehicle purchases noted below. Therefore, the lead agency must incur and pay for project costs prior to invoicing OCTA for reimbursement. The lead agency will be required to provide proper documentation with their invoices to validate that the expenditure was properly incurred. For applicants purchasing vehicles, they will be allowed to invoice up to 65% of the purchase order amount covered by OCTA upon receipt of a verifiable purchase order. The remaining 35% will be paid upon delivery and acceptance of the vehicle(s), consistent with the total project cost and considering the required match. Subsequently, the payments will be distributed to the lead agency, which then utilizes these funds to settle project costs, including payments to vendors for vehicle purchases.

Applicants may begin invoicing from the date their contract agreements with OCTA are executed. Reimbursements will be dispersed upon review and approval of a complete expense report, performance report, and consistency with the cooperative agreement requirements and specifications. Invoices for capital must be submitted no later than 21 days after the end of the month in which the expenditure occurred, with the exception for vehicle purchases. For operating projects, invoicing will be required at minimum on a quarterly basis consistent with the quarterly reporting schedule provided.

Applicants are expected to submit a final report form and closeout form within 90 days of project completion.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Project Type	Reimbursement Process
Capital: Vehicles and Equipment	Vehicles: OCTA will pay up to 65% of the award amount (OCTA's share) of the cost up front, based on verifiable purchase order less the required match. The remaining 35% will be paid upon applicant's delivery and acceptance of the vehicle.
	Any funding not initially paid out from the grant will be disbursed consistent with the total project cost and considering the required match, following confirmation of receipt of the vehicle and/or equipment. Applicants must submit an invoice no later than 21 days after the end of the month following vehicle acceptance.
	Equipment: Applicants incur the expense and request reimbursement from OCTA once the equipment has been delivered and accepted at the agency.
Operating: Operating Assistance, Mobility Management, Driver/Travel Training, and/or first and last-mile connections.	Applicants submit invoices to OCTA on a quarterly basis , less required match. (See quarterly reporting due dates below)

If awarded, successful applicants will enter into a cooperative agreement with OCTA specifying grant requirements.

Reporting

Awarded applicants will be required to submit a quarterly report to allow OCTA to monitor progress on the project and ensure that the project will be completed within the period of performance of the grant. Quarterly reporting forms will be available on the [EMSD website](#). Awarded applicants should start submitting quarterly reports to OCTA once cooperative agreements are executed. Monthly data, see quarterly report templates, is to be submitted on a quarterly basis, in accordance with the reporting schedule below:

Performance Period	Quarterly Report Due Date
Quarter 1: January-March	April 21 st
Quarter 2: April-June	July 21 st
Quarter 3: July-September	October 21 st
Quarter 4: October-December	January 21 st

The final invoice for vehicles must be submitted 21 days following the end of the month in which the expenditure occurred. The final invoice for operating must be submitted 21 days following the end of the quarter in which the expenditure occurred. Once the project is complete; the applicant is expected to submit a final report form and closeout from 90 days following issuance of final payment. Final report and closeout templates will be available on the [EMSD website](#) following the project award.

Insurance Requirements

The following insurance is required, subject to change at the time of award:

- Commercial general liability (includes products/completed operations, independent contractors, contractual liability, personal injury liability, property damage) minimum limit \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- Automobile liability insurance to include owned, hired, and non-owned autos combined single limit of \$1,000,000.
- Workers' compensation with limits as required by the State of California including a waiver of subrogation in favor of OCTA, its officers, directors, employees, or agents.
- Employers' liability with minimum limits of \$1,000,000.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Proof of coverage, including certificates and endorsements, will be required as part of the Cooperative Agreements if selected for funding. OCTA will reserve the right to request policy reviews in response to any loss.

Additional Program Requirements

The following State and Federal requirements are required as part of the cooperative agreement and are subject to change at the time of the award. It is important to note that documentation of meeting these requirements could be reviewed, inspected and/or audited, in addition to the required reports that are to be submitted to OCTA by the OCTA Project Implementation contact at the discretion of said contact during their visits to your agency's operating site(s). The following requirements do not need to be included in the reports in their entirety so long as they can be verified in person and the required reporting forms are completed accurately.

Required Drug and Alcohol Programs and Related Reporting

If awarded, applicants will be required to comply with the requirements of the Drug-Free Workplace Act of 1988, the California Drug-Free Workplace Act of 1990, and the U.S. Department of Transportation (USDOT) drug testing regulations. Applicants and their subcontractors performing safety-sensitive tasks are subject to the same regulations. Before finalizing any agreements, selected applicants must establish and enforce a substance abuse program in accordance with state and federal rules, with ongoing revisions to ensure compliance.

OCTA recognizes that some agencies may have existing Drug and Alcohol Programs in place. For example, tests used to comply with Federal Motor Carrier Safety Administration (FMCSA) requirements may also be used to comply with EMSD program requirements provided that they cover the same time period required.

Awarded applicants also agree to periodic reviews of the drug and alcohol testing program by OCTA and/or a designated representative. These reviews will encompass a thorough examination of program-related forms, documents, and procedures employed by the awarded applicant and its service agents, including the Collection Site, Drug Testing Laboratory, Medical Review Officer, Substance Abuse Professional, and Consortium/Third Party Administrator (if applicable). Any identified program deficiencies or findings must be promptly rectified. Corrective actions should be documented for review by authority staff or designated representatives.

Documentation supporting compliance with the aforementioned regulations must be provided to authorized representatives of USDOT or its operating administrations, the State of California oversight agency, or to OCTA and/or their designated representative to inspect the facilities and records associated with the implementation of the drug and alcohol testing program.

The awarded applicant is responsible for submitting an annual Drug and Alcohol Testing Report to OCTA using the current Drug and Alcohol Testing Management Information System (MIS) Data Collection Form published by the FTA. The annual reports are due no later than the 21st of the month following the close of each year. Forms can be found here: <https://www.transportation.gov/odapc/Part40/Appendix-J>.

- Close of each year (January – December) – on or by January 21st of the following year

Additionally on an annual basis, no later January 21st of each year following the close of the previous calendar year for review, applicants are required to:

- Submit to OCTA all required drug and alcohol testing data using the appropriate FTA prescribed forms; and
- Provide certifications for all Service Agents (Includes, but not limited to: The Collection Site for Urine Specimen Collectors, Breath Alcohol Technicians, Screening Test Technicians, Oral Fluid Collectors, Medical Review Officers, and Substance Abuse Professionals)

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

It is recommended that the individual(s) responsible for monitoring the applicant agencies Drug and Alcohol Program attend the Transportation Safety Institute's (TSIs) courses on:

1. Substance Abuse Management and Program Compliance (FT00465)
2. Reasonable Suspicion and Post-Accident Testing Determination Seminar (FT00566)

These courses are to be completed within one year or as soon as practical after initiating your program and included as part of the annual report (due January 21st). If your agency already has a Program in place and individuals who manage the Program, have previously completed trainings, please include applicable documentation as part of your annual report.

Given the courses are only offered once a year in June for 2024 (see: https://www.transportation.gov/sites/dot.gov/files/2024-02/TSIFY-24TransitTrainingSchedulev.9_012424.pdf for course schedule), course sign-up confirmations for the following year will be accepted as proof of intent to complete the courses at a later date. If your agency chooses to proceed with this option, you must be able to show proof of completion for the following years report. More information on the TSI, their courses, and instructions for how to sign up for and attending courses can be viewed in further detail here: <https://www.transportation.gov/tsi/transit-safety-and-security>.

An awarded applicant's failure to comply with these requirements may result in nonpayment or termination of any entered agreements.

Required Driver Training for Vehicles

Applicants will ensure that its operators or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.

It is required that the individual(s) responsible for operating vehicles for the applicant agency complete the Passenger Assistance, Safety and Sensitivity (PASS) Basic Online course offered by the Community Transportation Association of America (CTAA). More information on the course and instructions to complete the industry standard training is available here: <https://ctaa.org/pass/>.

This course is to be completed within one year or as soon as practical after initiating your program and included as part of the annual report (due January 21st). If your operators have already completed the training, please include applicable documentation as part of your annual report. If your agency participates in another applicable and industry acceptable driver-related training, include this to satisfy this requirement.

Required Maintenance for Vehicles and Equipment

Agency will perform, or ensure that a contracted vendor performs maintenance of all awarded vehicles including:

- Daily pre-trip Inspections.
- Scheduled preventative maintenance that meets or exceeds the vehicle manufacturer's standards;
- Maintaining maintenance records for each vehicle for five (5) years; and
- If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol (CHP).

Useful Life Requirements for Capital Projects

If capital purchases (vehicles, equipment, software, etc.) are purchased with EMSD funds, it is expected that these items will be used for their entire useful life and/or through termination of the service (see timely use of funds). If termination occurs prior to the completion of the capital item's useful life and/or grant term, the applicant shall repay OCTA the same percentage of the sale price [or estimated value of the asset(s)] based on straight line depreciation of the asset(s) consistent with the EMSD percentage of initial purchase. Useful life shall be documented in project agreements.

2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program Guidelines

Submittal Requirements

A completed application will contain the following documents:

- Completed capital and/or operating application with corresponding attachments;
 - Application templates are available on the programs webpage, applications must be submitted following these templates or will not be considered;
- Non-profits must provide verification of non-profit status as “active”.
- Local cities or county agencies must submit documentation of public hearing(s);
- Resolution from governing body or similar confirming match commitment and legal authority to submit;
- Benefit-cost analyses for vehicle acquisitions if applicable;
- Any other required documents, such as documentation of reduced service (if applicable), copy of your agencies most recent financial statement or single audit if applicable and have previously received federal funding, vehicle photos, etc. (refer to application for required documents).

Incomplete applications will not be considered for funding, so please ensure that all submittals contain all the required documentation. Important documents regarding the 2024 EMSD Program are available on the [EMSD website](#).

Applicants to the 2024 EMSD Program will not be required to submit hard copy applications to OCTA. Electronic project applications for the 2024 EMSD call must be received by OCTA no later than 5pm **June 27, 2024**, via a SharePoint location, please email Denise Sifford at dsifford1@octa.net or Vic Mireles at vmireles@octa.net for specific SharePoint file access.

Late applications will not be accepted or considered, so please ensure that you have uploaded all required documentation ahead of the application deadline. ***It is recommended to upload documents at least 48 hours ahead of the submittal deadline to allow for time for troubleshooting if needed.***

Information on how to submit electronic project applications will be posted prior to the call on the OCTA [EMSD website](#)⁴. Applicants to the 2024 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program will not be required to submit hard copy applications to OCTA. Hard copies of applications will not be accepted.

OCTA Contacts

EMSD Program Managers

Primary

Denise Sifford

Senior Transportation Funding Analyst

Email: dsifford1@octa.net

(714) 560-5489

Secondary

Vic Mireles

Associate Transportation Funding Analyst

Email: vmireles@octa.net

(714) 560-5025

Alternate:

Louis Zhao

Programming and Grant Development Manager

Email: lzhao@octa.net

(714) 560-5494

Project Implementation

Martin Browne

Community Transportation Coordinator

Email: mbrowne@octa.net

(714) 347-2007

⁴ <https://www.octa.net/programs-projects/programs/funding-programs/call-for-projects/emsd-grant-program/>



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-273

Meeting Date: 6/17/2025

TITLE:

PROFESSIONAL SERVICES AGREEMENT WITH HOAG EXECUTIVE HEALTH FOR A WELLNESS PROGRAM

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: MICHELLE BRADBURY, LIEUTENANT

CONTACT INFORMATION: MICHELLE BRADBURY (714) 754-5292

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to HOAG Executive Health to provide a wellness program for a five-year term, effective July 1, 2025 - June 30, 2030, for a not to exceed amount of \$150,000 annually.
2. Authorize the City Manager and City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

Historically, police officers rarely discuss issues or seek assistance for stressors caused by their profession. They ignore or deal with these issues on their own, with little to no assistance from their departments or others. In the 1980s, law enforcement communities started recognizing the increasing stress and trauma that officers face in the line of duty. This led several police departments to create structured wellness programs that included both physical fitness and mental health support. By the 2010s, wellness programs became a more integral part of police departments nationwide, with many adopting formal wellness policies. In 2020, Wellness programs in law enforcement continued to evolve. Many agencies now are offering specialized wellness services, such as fitness assessments, counseling, meditation, and family support programs.

In November of 2022, the California Commission on Peace Officer Standards and Training acknowledged the need for law enforcement organizations in California to create Wellness Programs to support officers. California Assembly Bill 178 provided grant funding to assist agencies in this endeavor. The Costa Mesa Police Department applied for the Board of State and Community Corrections (BSCC) grant and was awarded \$93,376 to establish an Officer Wellness and Mental Health Program. The grant funding enabled the Police Department to establish its first Wellness Program, providing psychological health services and physical wellness support to both sworn and professional staff members.

The Police Department entered into two professional services agreements with two separate service providers. The Counseling Team International provides mental health counseling for employees and their immediate family, and Hoag Executive Wellness provides health assessments and lab testing focused on issues often associated with the high stressors of law enforcement. The grant awarded to the Costa Mesa Police Department was instrumental in establishing the Wellness programs, and all funds will have been utilized by late 2025.

The Police Department recognizes the importance of the Officer Wellness Program and its value in improving officer wellness and expanding the program.

ANALYSIS:

The Police Department's current agreement with Hoag Executive Health is set to expire on June 30, 2025. The agreement is limited to the following services: wellness assessments, blood analysis, and one-on-one consultations for police personnel. Currently, the Department is funding the existing agreement through grant funding from the Board of State and Community Corrections, which is set to expire December 2025.

In order to encourage and increase participation in the wellness program, CMPD is aiming to expand its Wellness Program by increasing the services offered by the program that all police personnel can benefit from. To provide a robust wellness program CMPD prepared a scope of work including various programs and services necessary to expand the department's current wellness program.

The City issued a Request for Proposal (RFP) for the professional services for the Police Department's Wellness Program on February 12, 2025. Two proposals were received and reviewed for compliance with the City's RFP requirements. Staff determined that one of the proposals was not compliant with the City's RFP requirements and therefore was deemed non-responsive. After careful review of method of approach, qualifications and experience, staffing, and cost proposal, staff finds HOAG Executive Health as well qualified to provide a wellness program for the Costa Mesa Police Department.

The proposed service agreement with HOAG Executive Health will expand CMPD's current wellness program by providing annual wellness assessments that include biometric panels, measure cardiovascular fitness, mobility, nutrition assessments, body composition, and postural analysis. A consultant will work with the employees to create individual fitness programs, set goals, and make nutritional recommendations. As part of the expanded program, a wellness coordinator will be assigned to the Police Department and spend 20 hours a week working with employees. The wellness coordinator will lead onsite fitness, strength, and mobility trainings. The coordinator will document and track trends in wellness within the department to ensure they are tailoring their services to meet the needs of department personnel. The wellness coordinator will also conduct workshops and provide educational content on meditation, mindfulness, nutrition, and stress management.

The partnership between Hoag Executive Health and CMPD will enhance the wellness program by providing services and resources aimed at improving the physical and mental health of Police Department personnel. Prioritizing wellness programs will result in a healthy and engaged police workforce that is better positioned to serve the community effectively and compassionately.

Therefore, staff recommends award of a PSA to HOAG Executive Health for five years in a not to exceed amount of \$150,000 annually.

ALTERNATIVES:

City Council could decide not to authorize the agreement with Hoag Executive Health; however, the current grant funding for the Police Department's wellness program will end in 2025. The Department would be forced to end its wellness program and no longer be able to provide employees with health assessments, physical fitness training, nutritional guidance, stress management techniques, or injury prevention programs through a well-qualified provider.

FISCAL REVIEW:

The recurring funding for the wellness program in the amount of \$150,000 annually was approved in the Fiscal Year 2024-25 adopted budget. The ongoing funding for this professional services agreement is included in the Police Department's operating budget in the General Fund (Fund 101).

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goal:

- Strengthen public's safety and improve the quality of life.
- Recruit and retain high-quality staff.

CONCLUSION:

Staff recommends City Council:

1. Award a Professional Services Agreement (PSA) to HOAG Executive Health to provide a wellness program for a five-year term, effective July 1, 2025 - June 30, 2030, for a not to exceed amount of \$150,000 annually.
2. Authorize the City Manager and City Clerk to execute the PSA and any future authorized amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH HOAG CLINIC DBA HOAG EXECUTIVE HEALTH DBA**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HOAG CLINIC DBA HOAG EXECUTIVE HEALTH, a California nonprofit corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide wellness program services for the Costa Mesa Police Department, including a comprehensive Executive and First Responder clinical and fitness screening program for police personnel, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," 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 "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) annually.

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. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. 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 (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty months, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

HOAG Executive Health
2995 Redhill, Suite 100
Costa Mesa, CA 92626
Tel: (949) 566-8419

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5292

Attn: Justin David

Attn: Michelle Bradbury

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 "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

Justin Davis, VP Business Development

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:

Michelle Bradbury
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Ronald Lawrence
Police Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**WELLNESS PROGRAM FOR THE POLICE DEPARTMENT
RFP NO. 25-16**



**POLICE DEPARTMENT
CITY OF COSTA MESA**

**Released on
February 12, 2025**

REQUEST FOR PROPOSAL FOR WELLNESS PROGRAM FOR THE POLICE DEPARTMENT

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to develop and provide a wellness program for the City’s Police Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

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

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

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

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

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

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on planet-bids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check planet-bids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

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

Release of RFP	February 12, 2025
Deadline for Written Questions	February 25, 2025, at 11:00 a.m.
Responses to Questions Posted	February 27, 2025
Proposals are Due	March 4, 2025, at 2:00 p.m.

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

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

a. The company needs to have the ability to provide users with an online, HIPPA compliant wellness platform that incorporates scheduling, test results, health education specific to first responders.

b. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within twenty (20) miles of the City.

c. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the company; and provide an organization chart showing all proposed key wellness team members.

d. A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved shall be included. Identify the Wellness Coordinator who will be the primary contact person to represent your company. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.

5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the pass three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the hourly rates of the proposed key personnel.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 4, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer

to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 25, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the planet-bids website. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on planet-bids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

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

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of March 31** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for an award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend an award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

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

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

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

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

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

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

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;

- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it

will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

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

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

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

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

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

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

Appendix A

Scope of Services

Police Officers face a multitude of stressors from physically demanding and long workdays to life-threatening confrontations, to the emotional toll of seeing people living in challenging situations. In addition to the multitude of work stressors, they experience a lack of sleep due to their shift schedules, lack of fitness, abuse of caffeine, and sometimes the abuse of alcohol to mitigate the stressors from this demanding career, as well as a host of difficult family dynamics.

Some of the top health issues facing first responders include stress, diabetes, heart disease and cancer. Additionally, poor physical fitness, chronic injuries, and back problems. Lack of overall employee wellness can lead to an increase in employment-related injuries, poor job performance, and poor job attendance. The Costa Mesa Police Department is seeking a well-qualified provider who will assist with developing a wellness program as an incentive to increase physical fitness levels and general health of the department's employees.

The City of Costa Mesa is seeking proposals from qualified service providers to design, develop, and implement a wellness program, for all of the employees working in the Police Department. In general, the selected operator may be asked to provide the following services:

- Annual Physical Fitness/Wellness Evaluations
 - Health History Questionnaire
 - Health and Biometric Screening (Blood Pressure, CBC, CMP, Lipid Panel, Cholesterol, Triglycerides, TSH)
 - Fitness Assessments (Stress Test, VO2 Testing/ Muscular Endurance, Digital Postural Analysis, Body Composition Analysis, Hand Grip, Digital Movement Screen, Muscular Strength)
 - Consults with Exercise Physiologist
 - Guidance and recommendations from MD
 - Personalized report for employee encompassing the above and recommendations for improvement in health. All recommendations from the wellness coordinator must have concurrence from a licensed medical practitioner.
- Employee Case Management
 - Develop a communication plan that regularly informs and engages employees about the wellness program
 - Provide regular updates on program activities and educational fliers on wellness
 - One-on-One Nutritional Guidance
 - Individualized Exercise Programs
 - Fitness classes
 - Stress Management Techniques Training
 - Ability to inform and motivate employees to adopt healthier lifestyles
- An on-site Wellness Coordinator for the Department who is properly trained, certified and knowledgeable in wellness and fitness. Must conduct the following:
 - In-person Workshops and Presentations on Injury Prevention Programs/ Stretch and Mobility Classes/ Strength Training

- Develops and implements training programs and wellness challenges for the department.
- Nutrition Guidance Workshops
- Training on mindfulness and meditation
- Dedicate a minimum of 20- hours weekly to the department
- Wellness Program must also have access to the following:
 - Upon request, provide access to more advanced heart and cancer screening
 - Facility within 20 miles of the Police Department
 - Ability to make referrals for health issues that may arise

EXHIBIT B
CONSULTANT'S PROPOSAL

City of Costa Mesa

Wellness Program for the Police Department

City of Costa Mesa
RFP NO: 25-16





Cover Letter & Project Summary



Hoag Executive Health
500 Superior Ave, Suite 200
Newport Beach, CA 92663
949.999.9300

November 4th, 2024

To Whom It May Concern:

Hoag Executive Health is excited at the opportunity to bid and ultimately participate in the Costa Mesa Police Department Wellness Program – providing Hoag’s proprietary set of services for first responders and law enforcement personnel. In the following proposal, Hoag Executive Health will illustrate just how uniquely qualified our expert program staff is to accomplish every aspect of the Scope of Services outlined in the RFP, as well as our willingness to work hand in hand with CMPD to continue the growth and evolution of the program to ensure police officers are able to maintain the highest level of health and wellness, and in turn, succeed in their duties as highly trained law enforcement personnel.

At present Hoag operates the largest and most successful specialty clinical exam program in the western United States. The first being the “Hoag First Responder Program” which has been in operation for 9 years, this program conducts roughly 3,500+ specialty physicals and wellness assessments annually, providing exclusive health and wellness programs for such clients as the Orange County Fire Authority, LA City Fire, Anaheim Fire & Rescue, City of Irvine Police Department, Huntington Beach Fire, Anaheim Police Department, Costa Mesa Police Department and Cathedral City Fire Department, to name a few. In addition to the annual exams listed above, the Hoag First Responder Program also conducts pre-employment exams for Newport Beach Fire & Police, Anaheim Fire & Rescue, Cathedral City Fire Department and Huntington Beach Fire. The Hoag First Responder Program is not simply familiar with the unique stressors, realities and requirements of law enforcement personnel, our physicians, physiologists and nurses specialize in providing ongoing health, wellness and specialty care for this unique population.

Yet another differentiator for the Hoag First Responder Program is our superb clinical and fitness staff all of whom have decades of experience delivering our proprietary set of assessments to populations identical to Costa Mesa Police personnel. Their understanding of the unique stressors and challenges associated to tactical athletes and emergency responders translates to our ability to provide meaningful, applicable health recommendations and fitness programming that can be immediately implemented, leading to effective and lasting health and lifestyle changes.

In addition to our experience with these populations and outstanding dedicated First Responder team, the Hoag Executive Health program is lucky enough to have state-of-the-art facilities and equipment. Hoag Executive Health is proposing to deliver the Clinical & Fitness Exam Program in our newest dedicated medical offices located in Newport Beach. This facility is equipped to deliver every component of the medical and fitness evaluations in our 10,000sq ft special programs suite that includes fully equipped exercise labs, technology integrated exam rooms, private lounges for participants and the newest clinical and fitness diagnostic tools. In addition, we have imaging capabilities located our medical office building which allows for a simple and smooth logistical process for participants.

Hoag Executive Health is confident that we can establish a world class program aimed at enhancing the health, wellness and performance of Costa Mesa Police personnel through our comprehensive approach to health and overall wellness by building on the wellness services we currently provide to the Department. Hoag Executive Health appreciates the City of Costa Mesa's consideration of the following proposal and we welcome the opportunity to work together. Please note that proposal pricing will be valid for 180 days.

Regards,

Justin Davis
Vice President – Business Development
Hoag Executive Health



Proposed Delivery Location:
Hoag Executive Health
500 Superior Ave, Suite 200
Newport Beach CA 92663
949.629.2600

Section 1: Overview of Response

The following proposal will outline and review Hoag Executive Health's plan and intention on delivering clinical health screening services for Costa Mesa Police personnel – those specifically being:

1. Annual Clinical and Fitness Exams
2. On-site Wellness Program and Coordinator
 - a. Employee Case Management, Consultation and Communication

As the highest rated hospital system in Orange County for the last 9 years, Hoag Executive Health is able to draw upon all aspects of the Hoag Health System in order to ensure world class care as well as clinical and customer service for Costa Mesa Police personnel related to the above clinical areas. Our experience delivering these exact services for clients in both the Public and Private sectors provide us with a level of certainty in our ability to meet and exceed the Scope of Services for the CMPD Wellness Program.

Section 2: Methodology

1. Annual Clinical & Fitness Exams

Hoag Executive Health currently manages, operates and delivers one of the most successful comprehensive Executive and First Responder clinical and fitness screening programs in the country on behalf of Hoag Hospital. In fact, Hoag Executive Health currently administers the Wellness Program for Costa Mesa Police Department. The Hoag First Responder Program is recognized by the NFPA and the IAFF as a "Gold Standard" first responder wellness facility with our Chief Medical Officer regularly consulting with fire and police agencies across the United States on ways to replicate and model after the Hoag program.

Hoag Executive Health is uniquely positioned to fulfill the entirety of the Scope of Services for the for Newport Beach Clinical & Fitness Exam Program, as each of the required service components fall within the standard set of services and expertise for our business. Specifically, as it relates to personnel, Hoag Executive Health may be the only proposed service provider that can state categorically that we currently have on staff all necessary clinicians, medical support staff, fitness and exercise specialists as well as administrative and management personnel to fully service the program as it is constructed today as well as if the program were to expand. Hoag Executive Health currently has 7 primary care physicians (Internal Medicine/Family Practice/Sports Medicine) whom we are able to devote to this program. In addition, each of our physicians has their own devoted Medical Assistant who are specially trained to work with Hoag Executive Health participants. Other key members of the Hoag Executive Health team are our 7 Exercise Physiologists who provide fitness and nutritional training and consultation to participants in our programs. Our exercise physiologists will be tasked with conducting the IAFF WFI fitness and nutritional components of each annual and pre-employment exam in accordance with the NFPA

Data Analysis & Presentation

Hoag Executive Health sees the interpretation of the complex data and assessments gathered during the Annual Clinical & Fitness Exams as one of the key aspects of effectively conducting these specialty exams. Ensuring that the results and more importantly, any actionable recommendations are easy for participants to understand and follow, will only increase the effectiveness of the data and information that is gathered. Hoag Executive Health physicians have over 65 years of combined specialty physical experience amongst them – coupling this with the knowledge of our coaches and exercise physiologists translates into invaluable expertise in creating and presenting realistic health goals, exercise, fitness and nutritional plans for CMPD personnel. Our proposed approach to the Annual Clinical & Fitness Exams will utilize a proprietary set of risk calculations that will enable participants to have a clear, tangible understanding of their current health state when compared to a mean of people in their age and activity group and to identify any potential limitations to completing the tasks required for success in the stated roles.

Data Review

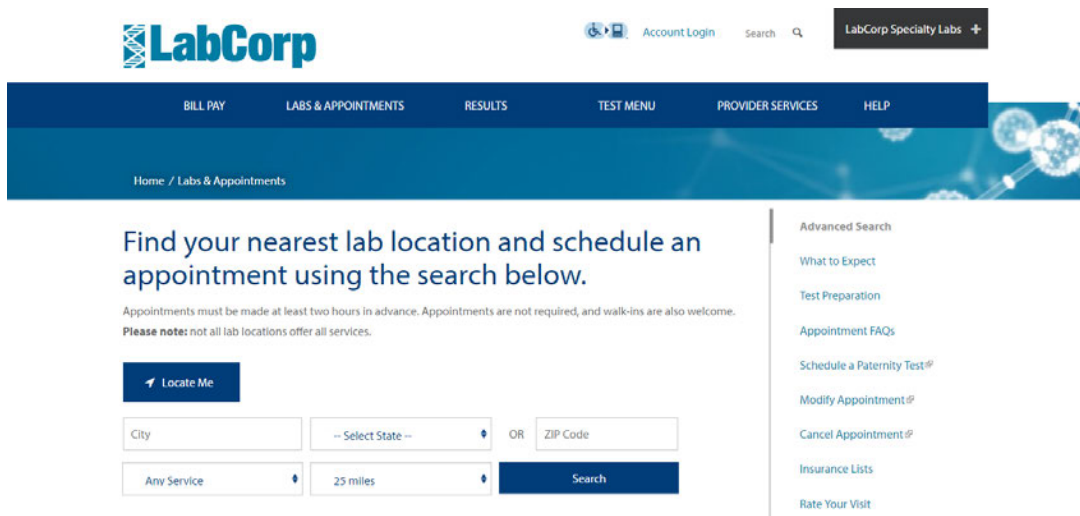
The experience that Hoag Executive Health has, delivering this exact Scope of Services to almost a dozen different agencies throughout Southern California for close to 10 years, allows us to glean from our knowledge and best practices developed through delivering thousands of specialty exams. Additionally, it is important to understand that our physicians specialize in this type of clinical delivery – solely practicing preventative, risk identification and Occupational health services...this is what we do.

For all of the Annual Clinical & Fitness exams, each CMPD participant will have dedicated in-person time set aside immediately following the completion of their fitness assessment to review the entirety of their physical report – this will be done with the same exercise physiologist who performed their fitness and nutritional assessment. During this 20-minute follow-up, participants will personally review their physical report, lab work and other assessments. The results and recommendations entailed in each personalized physical report are created in such a way that they are actionable and easy to implement. Our physiologists will answer questions, give further suggestions and provide real-world examples of how to implement the fully customized health plan that was created for the participant. In addition, we will make it easy to share the report and data with each participant's primary care physician by providing a hardcopy of all reports, labs and diagnostics for personal review. Our clinical and lifestyle recommendations focus on behavioral changes and when necessary therapeutic interventions which can be easily enacted by the participants' primary physician. Hoag Executive Health understands that participation in the Annual Medical & Fitness Exam program is only the start to positively impacting the health and well-being of participating firefighters – it is with this in mind that we have created our reporting and follow-up procedures aimed at ensuring positive change is simple to implement.

Lab Process

As it relates to the lab services process for Annual exams, Hoag Executive Health is proposing that we utilize a long-standing 3rd party lab partner, LabCorp, to perform the lab panel blood draws. Understanding that there will be significant eligible personnel and that these participants may not all live in Orange County boundaries, we feel as though the most convenient and reliable solution will be to utilize LabCorp and their significant network of draw locations throughout Southern California. The process will be initiated once a participant is scheduled for his/her exam 30 days in advance, at that time they will be entered into the Hoag Executive Health EMR system and an electronic lab requisition will be created and sent to LabCorp. The participant will then simply need to log onto the LabCorp website from a computer, phone or iPad and locate the closest and most convenient LabCorp location to either his/her worksite or home. In addition, Hoag Executive Health will email each participant with a copy of the lab requisition (just in case) as well as a website link that lists all Orange County LabCorp draw sites and instructions for the fasting blood draw. Participants will be asked to ensure they have completed their blood draw within 2-weeks of their scheduled exam to ensure results are obtained prior to their physical. Results are then electronically sent to Hoag Executive Health typically within 3-5 business days from the blood draw. Below is the link and an image of the LabCorp “Find a Location” website along with the contact information for our LabCorp representative – Hoag Executive Health has used LabCorp since our inception 9 years ago and they continue to provide excellent service and reliability :

<https://www.labcorp.com/labs-and-appointments>



LabCorp Account Login Search LabCorp Specialty Labs

BILL PAY LABS & APPOINTMENTS RESULTS TEST MENU PROVIDER SERVICES HELP

Home / Labs & Appointments

Find your nearest lab location and schedule an appointment using the search below.

Appointments must be made at least two hours in advance. Appointments are not required, and walk-ins are also welcome.
Please note: not all lab locations offer all services.

[Locate Me](#)

City -- Select State -- OR ZIP Code

Any Service 25 miles

Advanced Search

- What to Expect
- Test Preparation
- Appointment FAQs
- Schedule a Paternity Test®
- Modify Appointment #
- Cancel Appointment #
- Insurance Lists
- Rate Your Visit

Hoag Executive Health does have in-office lab draw and processing capabilities and can process blood specimens onsite should a participant not be able to visit a LabCorp facility prior to his/her office visit.

Annual Police Officer Recurring Exam Components

Heart & Circulatory

- Lipid Profile
- EKG / Treadmill Test
- Blood Oxygen
- CIMT Ultrasound

Brain & Nervous

- Reflexes & Sensations
- Hearing
- Vision
- Strength & Balance
- Symmetry

Lungs & Breathing

- Pulmonary Function
- Maximal Oxygen Uptake
- Exercise Heart Rate Ranges
- X-Ray

Muscular & Bone

- Musculoskeletal Assessment
- Strength Assessment
- Postural Screen
- Body Composition
- Functional Mobility

Fitness & Exercise

- WFI Assessment
- Fitness Goals
- Assessment of Limitations
- Exercise Prescription/Programming

Kidney & Urogenital

- Urinalysis
- Cancer Screen PSA (men 50+)
- BUN, Creatinine Panel

Hormonal & Glandular

- Pre-Diabetes Markers
- Metabolic Panel
- Metabolic Rate
- Heavy Metals

Blood & Immunity

- Blood Composition
- Immunity
- Anemia
- Leukemia

Stomach & Gastrointestinal

- Liver Function Panel
- Gall Bladder Markers
- Micronutrients
- Protein

Diet and Nutrition

- Assess of Current Nutrition (food log)
- Identifying Health Eating Barriers
- Resting Metabolic Rate
- Meal Planning
- Nutritional Education

Annual Costa Mesa PD Clinical & Fitness Exam

In addition to the categories by which Hoag Executive Health will assess each CMPD participant, below we have outlined the individual components included in each exam.

Questionnaires

Medical History & Health Risk
Behavioral Health (PHQ-9)
Fitness and Nutritional Assessment

Blood Work

CBC
MMR, Varicella, Hep B/C Titers
CMP
hs-CRP
Lipids
PSA (over 50)
Heavy Metal Panel
TB QuantiFERON
Tetanus Vaccine 10-yrs

Clinical Evaluation

Audiogram
Vision Testing
Vitals
PFT (Spirometry)
EKG
Comprehensive Physical Exam
Neurological Exam
Musculoskeletal Assessment
Hernia Exam
Skin Cancer Screen
Clinical Breast Exam optional
Prostate Exam optional
DRE optional
Chest x-ray (PA/Lat)) every 3 yrs.
Carotid Artery Ultrasound

Fitness & Nutritional Evaluation

Functional Movement Screen
Body Composition Analysis
Skin Fold Assessment
VO2 Max (gas exchange)
Hand Grip Strength
Pushup Test
Posture Assessment
Abdominal Strength
Nutritional Assessment & Plan
Fitness Assessment & Plan

Optional Exam Evaluations

CA DMV/DOT Exam *if needed or requested*

Report

Contents

- Bloodwork
- Clinical Data
- Physical Exam Report
- Recommendations & Actional Plan
- Report provided to participant at conclusion of exam

[Sample Exam Schedule for Costa Mesa Police Department Clinical & Fitness Exams](#)

Hoag Executive Health has proposed two schedule blocks for the Costa Mesa PD Clinical & Fitness Exam Program, a morning and afternoon block. Each block consists of 4 exam “slots” those are as follows:

Morning
9:00am – 12:30pm

Afternoon
1:00pm – 4:30pm

Hoag Executive Health will offer both AM slots and PM slots in our Newport Beach facility – below is a sample exam schedule.

Clinical & Fitness Exam Schedule

Time	Activity	Staff Member
9:00 AM	Check In	Care Coordinator
9:15 AM	Chest X-Ray Ultrasound Exam	Care Coordinator
9:45 AM	Nurse Testing Body Composition Analysis [BCA] Urine Sample Temperature Blood Pressure Spirometry EKG Hearing Vision (Titmus/Color Vision) CMT Pulse OX	Medical Assistant
10:15 AM	Physical Comprehensive Physical Exam Review blood work Fitness for Duty Eval OccMed Consult Skin Evaluation Head to Toe Exam Musculoskeletal Exam Hernia Exam [male] Neurological Exam Cancer Screening Immunization Screening	Physician
11:00 AM	Fitness & Nutrition Evaluation Functional Movement Screen Pushup Test Abdominal Strength Posture Screen Vo2 Max Test Hand Grip Strength Stress EKG <i>risk stratified</i>	Exercise Physiologist
12:00 PM	Report Review	Exercise Physiologist

Below is a step-by-step overview of the exam process for CMPD Personnel

1. Hoag Program Manager works with a CMPD designee to establish an exam calendar – days of the week and dates that work best for that agency and personnel.
 - a. Hoag Program Manager will create a SharePoint calendar with designated exam dates/times and slots
 - b. CMPD Participants will have access to an online scheduling site which will allow them to select the day and time that best works with their schedule.
2. CMPD will provide a participant list with names, DOB, email address and phone number of eligible exam participants.
3. Participants will begin the “exam prep” process 4 weeks prior to their assigned exam date
4. Hoag Program Manager will register each participant into Hoag Executive Health’s electronic medical record system
 - a. An email will be sent to the participant containing:
 1. Medical history and fitness assessment questionnaires
 2. Hard copy of the LabCorp lab requisition, lab draw instructions and a link to all LabCorp locations
5. Participant will complete their lab draw and applicable pre-exam questionnaires no less than 1-week prior to his/her annual exam.
6. 3-5 days prior to the scheduled exam date, participants will receive a confirmation email and phone call and email from the Hoag Program Manager confirming attendance on the scheduled exam date
7. Upon arrival in the office – participants will be checked in and a Hoag support staff member will walk participants to the imaging center to receive their baseline chest x-ray
8. Following completion of the chest x-ray, our staff member will walk the participant back to our office to begin the physical exam
9. The participant will first meet with our clinical support staff to capture all biometric/vital sign data
10. Diagnostic ultrasounds will be performed next, this portion of the exam will take approx..15 minutes
11. Next, the participant will meet with the physician to review all pre-exam questionnaires and conduct a thorough medical health history. Additionally, at this time the fitness for duty evaluation and occupational medicine consultation will be performed
12. Following the physicians consultation, the complete physical examination will be performed
13. Following the completion of the physical exam, participants will transition to a private exercise lab with our exercise physiologist for the fitness and nutritional evaluation – this portion of the exam will take approximately 45 minutes
14. Following the fitness and nutritional assessment, the exercise physiologist will excuse him/herself to retrieve the completed physical exam report in-hand to be reviewed with the participant
15. If there were any medically necessary referrals, our physician would coordinate these with the participant following the report review and prior to their departure.
16. Participants will have access to their records via Hoag’s patient portal - MyChart

In total, the entire exam process should take no more than 1.5 hours for a participant to complete their Annual Clinical and Fitness exam.

Hoag Executive Health is proposing that all initial scheduling of Annual Clinical & Fitness Exams be done utilizing our secure online SharePoint scheduling system. Hoag Executive Health will create an online calendar where the participants will be able to schedule exams as far as 1 year out and can schedule themselves into designated AM or PM time slots at our Newport Beach Hoag Executive Health delivery location. Once the appointment has been scheduled, an email notification will be sent to the Hoag Executive Health Program Manager to complete the scheduling process, create the applicable lab requisitions and send a hard copy lab req and LabCorp location information to the individual unit participants. Once the participant is scheduled, he/she will receive an email confirming the appointment, as well as a confirmation phone call 3-5 days prior to the exam date.

With regards to timing of blood results, our hope would be that all Annual Clinical & Fitness Exam participants have their blood draw completed 2-weeks prior to their exam date, this will allow for 3-5 business days for blood processing and we will then review and report results at the conclusion of the physical exam. Ideally, we would like to have crews scheduled no later than 30-45 days prior to an exam date.

Based on Hoag Executive Health's experience working with firefighters, police and other emergency responders, we understand that on some occasion's emergency situations will prevent participants from attending a scheduled exam. Likewise, these same circumstances may lead to the need for participants to reschedule their exam on some occasions – we are fully prepared to accommodate these situations and propose the following straight forward protocols.

No-Show / Late Cancel (Unexcused)

In these instances, we will allow the participant to reschedule his/her Annual physical exam preferably within 60-days of the original exam date and we will bill CMPD for 50% the cost of that designated exam. Late cancel would be considered as any cancelation with less than a 48-hour notice.

No-Show / Emergency Activities (Excused)

In these instances, we will allow the participant to reschedule his/her Annual physical exam preferably within 60-days of the original exam date and we WILL NOT BILL for the cost of the exam.

No-Show / Other (Excused)

In these instances, we will allow the participant to reschedule his/her Clinical & Fitness physical exam preferably within 60-days of the original exam date and we WILL NOT BILL for the cost of the exam.

2. On-Site Wellness Program & Coordinator

There is one common thread that runs through every program that Hoag Executive Health and Corporate Health Solutions delivers and that is our focus on delivering programs that look at a multitude of factors that determine health – specifically providing clinical, lifestyle and fitness assessments in order to establish a full and complete determination of a patient's health. This will most certainly be the case for the CMPD Wellness program as well. With this in mind, we have compiled a team of professionals who are able to bridge these 3 unique focus areas and then provide actionable feedback, recommendations and programs aimed at addressing any or all of the disciplines. Hoag Executive Health and Corporate Health Solutions employs a team of Exercise Physiologists who administer and oversee the lifestyle, fitness and nutritional components of our services. This team is comprised of 6 staff all of whom have bachelor's and/or master's degrees in Exercise Science, Kinesiology or Exercise Physiology. Additionally, all team members are required to have their C.S.C.S., T-SAC as well as the ACSM Certified Clinical Exercise Physiologist certifications. Yet another benefit for this team is that we have multiple EP's who are Certified Athletic Trainers and/or Physical Therapy Aides – these impressive individuals allow Hoag Executive Health and Corporate Health Solutions to provide an unparalleled level of insight while assessing the fitness, cardiovascular performance, mobility and lifestyle trends of

participants. Our Exercise Physiologists also currently provide a remarkably similar consultation to what we foresee

the Wellness Program entailing – for our First Responder participants. Following the collection of all lab results, exam findings and fitness and mobility evaluations, our EP’s provide a consolidated overview and recap of the findings and recommendations and compile a fitness and nutritional program specific to each participant, their goals and any clinical contraindications. Knowing what we know about the existing Wellness Program, we have identified 3 internal team members who we feel have the educational background, wide ranging experience and technical expertise to effectively oversee the Wellness Program for the Costa Mesa Police Department.

We foresee the Wellness Director role as the primary point of contact and day-to-day operator of the CMPD Wellness Program. As such, this individual would be onsite at the designated facility(s) 20-hours per week and would coordinate and direct any supplemental or complimentary services or support personnel who might be needed in order to deliver a world-class service platform. Ted Schaper the First Responder Program Manager would be the 1st line of support from an operational standpoint, assisting with the coordination of any operational or support staff related to administering additional services, educational programming or SME presentations. We would foresee Ted providing “on-call” support which could constitute anywhere from 0-3 hours of program involvement per week. Additionally, Dr. Jim Lindberg, our Chief Medical Officer would be the 1st line of support from a clinical standpoint, providing real-time clinical consultation and review of any findings or request that might arise prior to, during or following a wellness assessment. Dr. Lindberg regularly engages with our Exercise Physiology team when risk stratifying First Responder exam participants, reviewing abnormal clinical findings or in a consultative manner when our Exercise Physiologists are developing individualized fitness and nutritional programming and there are contra-indications or limitations based on health-related issues. We would also foresee Dr. Lindberg providing “on-call” support which could constitute anywhere from 0-3 hours of program involvement per week. Lastly, given the “bench” of additional trained and certified Exercise Physiologists we have at our disposal, should there be a need for additional EP support in order to conduct large scale annual physical ability tests, we have the degree and certified personnel to aid our Wellness Director in order to ensure efficacy of the testing criteria and data collection.

Wellness Program Methods & Techniques

Hoag Executive Health and Corporate Health Solutions is proposing to embed a Wellness Director in the Costa Mesa Police Department for the purposes of administering the Wellness Program. With this in mind, we have chosen to break out the primary tasks associated with the scope of services outlined in this RFP, those major task areas consist of Assessment Delivery and Consultation, Programming and Training, as well as Administrative Oversight and Reporting. Assessment Delivery and Consultation – these tasks specifically include conducting the annual wellness assessment and fitness tests, coordinating and conducting the annual physical ability test, performing athletic training/injury evaluations, conducting post assessment findings consultations and assisting with coordination of any clinical appointment scheduling based on wellness assessment findings. For all of these tasks, the first step will be scheduling these appointments with the Wellness Director. We propose to utilize our preferred appointment scheduling platform, Timely, which allows for seamless online/mobile appointment scheduling (appointments can also be made via email or by phone). Each appointment type will have its own set of automated email responses which will provide CMPD personnel with any pertinent pre-appointment documentation (lab requisition, pre-visit questionnaire, health/injury history, etc.). Through working with the CMPD we will ensure the schedule and appointment availability coincides with the different shift schedules to ensure sufficient and equal opportunities for personnel on all shifts to engage with the Wellness Director. We foresee the Assessment Delivery and Consultation tasks comprising roughly 50-60% of the Wellness Directors job function.

Programming and Training – these tasks will typically be performed following the Assessment Delivery and Consultation component of the job role, as data compiled during those consults and assessments will inform and direct the specific fitness, nutrition, lifestyle and/or injury prevention programs and sessions to follow.

Again, we

foresee these events being scheduled via our Timely platform and supported by our 2 other Programming and Training Platforms, Trainerize and Evolution Nutrition. Trainerize is a programming software system which will allow our Wellness Director to input data obtained during an initial consultation or wellness assessment, couple that with goals and fitness level information, in order to develop a periodized fitness and training plan that can be shared with CMPD personnel online and on their phone. This platform also allows for remote coaching which would be beneficial for ongoing support even if participants are not able to train directly with the Wellness Director. Evolution Nutrition similarly allows our Wellness Director the ability to take diet and nutrition information obtained via a consultation and develop personalized nutrition and meal plans for CMPD personnel. This will also be informed by the lab results obtained to ensure any dietary recommendations coincide with any underlying health issues. The benefit of utilizing these platforms is that they allow for significant personalization while also taking much of the “heavy lifting” off of the Wellness Director given the potential volume and other tasks required of the role. We see Programming and Training comprising roughly 25-30% of the Wellness Directors job function.

Administrative Oversight and Reporting – these tasks will include meeting coordination and committee attendance, coordination of resources and/or programs outside of the city resources and quarterly/annual program reporting and updates. Given Hoag Executive Health and Corporate Health Solutions familiarity with this type of city government agency program, we have existing protocols, templates and data tracking methods in place to easily provide on-demand details pertaining to the progress and status of the CMPD Wellness program. Additionally, the management personnel assigned to this program will assist in compiling and presenting data as well as attending pertinent meetings in support of the Wellness Director. We foresee these tasks consisting of 10-20% of the job function.

CMPD Wellness Assessment Experience:

1. Hoag Wellness Director works with an CMPD Wellness /Safety liaison to establish an assessment calendar – days of the week and times that work best for department personnel.
 - a. Hoag will create an online Timely calendar with designated assessment time slots
 - b. Communication will be sent out to CMPD personnel with instructions on how to schedule events online as well as how to get in contact with the Hoag Wellness Director for direct scheduling
2. The department will provide a participant list with names, DOB, email address and phone number of all eligible exam participants for additional registration and lab requisition completion.
3. Once scheduled the Hoag Wellness Director will register each participant into Hoag’s electronic medical record system
 - a. An email will be sent to the participant containing:
 1. Medical history and fitness assessment questionnaires
 2. Hard copy of the LabCorp lab requisition, lab draw instructions and a link to all LabCorp locations
 3. Hoag can coordinate onsite lab draws “in bulk” for participants scheduled for a wellness assessment within a 3-month window

4. Participant will complete their lab draw and applicable pre-assessment questionnaires no less than 1-week prior to his/her assessment.

5. 3-5 days prior to the scheduled exam date, participants will receive a confirmation email and phone call from the Hoag Wellness Director confirming attendance on the scheduled assessment date
6. The participant will first review all pre-exam questionnaires medical health history.
7. Following the initial information review, participants will transition to the fitness assessment and nutritional evaluation – this portion of the assessment will take approximately 30-45 minutes
 - a. Following the completion of the resting and risk stratified stress EKG, results will be evaluated by our physicians for interpretation and to identify any abnormalities.
8. Following the fitness and nutritional assessments, the Wellness Director will complete the Wellness Assessment Report to be reviewed with the participant
9. If there were any medically necessary referrals, our Wellness Director would coordinate these with the participant following the report review and prior to their departure.

Should there be any urgent service requests, depending on their nature and the specific requirements (personnel, travel, additional equipment, etc.), Hoag will always strive to respond as quickly as possible – meaning same day or within a reasonable time to meet the needs of the department.

Support & Delivery Team

Day-to-Day Account Manager – Ted Schaper, Coordinator – First Responder Programs

Ted currently is responsible for the day-to-day operational functions and management oversight of 3 First Responder programs delivered in Newport Beach, Irvine and Aliso Viejo. Ted has been with Hoag Executive Health for 5 years. As the First Responder Program Coordinator, Ted oversees the world-class service delivery in each of our practice locations. Ted is responsible for every component of First Responder Programs, from personnel to clinical and service delivery, Ted is involved in all aspects of program oversight. Ted graduated with a Bachelor's Degree in Physical Education and has a number of sports medicine and fitness certifications from the NSCA and ACSM. Ted works out of our Newport Beach medical office.

Chief of Service – Dr. Jim Lindberg

Dr. Lindberg is Board Certified in Internal Medicine. Since 2011, Dr. Lindberg has managed the medical delivery of the *Hoag Executive Health Program* and since 2016 the Hoag First Responder program as its Chief Medical Officer. In this role, Dr. Lindberg works with the Hoag Executive Health Physician Faculty to develop quality standards for the program, develop the medical protocols and the delivery model for each of our specialized physical exams and screening programs, as well as overseeing the *Hoag Executive Health Certification Program* that prepares qualifying physicians to deliver physicals.

HEH Physician Faculty

There will be 6 Hoag Executive Health physicians who will administer the clinical portion of the Annual Clinical & Fitness Exam Program (additional physicians may be added later as needed to meet demand). Only Hoag Executive Health Certified Physicians will conduct the annual exams being delivered at our medical facility in Newport Beach, CA. Below is a list of the physicians who will be administering the program:

James Lindberg, M.D. – Board Certified Internal Medicine
 Steven Nemirov M.D. – Board Certified Family Medicine
 Kory Tuominen M.D. – Board Certified Family Medicine
 Glen Barbee – Board Certified Family Medicine
 Pam Tabrizi, MD – Board Certified Family Medicine
 Meenakshi Verma, MD – Board Certified Internal Medicine

Program Cardiologist – Dr. Stephen A. Abrahamson

Dr. Abrahamson, a Board-Certified Cardiologist, will oversee the cardiovascular components of the Annual Clinical & Fitness Exam program. Dr. Cohen is a Fellow of the American College of Cardiology and was the Chief of Medical Staff at Irvine Regional Hospital and Medical Center from 2005-2007. Dr. Abrahamson is at the forefront of his specialty and widely regarded as one of the top cardiologists in Southern California. In this role, Dr. Abrahamson will review all cardiovascular tests, assessments, and labs in conjunction with the attending Hoag Executive Health Physician who performs the annual exams.

Exercise Physiologists

The primary function of the Exercise Physiologist is to assist the physician in providing fitness and nutrition testing/assessments to participants of the Annual Clinical & Fitness Exam program. He or she will assess the participant's current fitness and performance levels through a series of tests. From these test results, the Exercise Physiologists then create an individualized exercise program for the participant. He or she will also assess the client's current diet and make nutritional recommendations accordingly.

Dan Sparks – Exercise Physiology / Strength Coach

Darien Pyka – Exercise Physiology / Strength Coach

Aubrie Jaime – Exercise Physiologist / Athletic Trainer

Shane Harris – Exercise Physiologist / Athletic Trainer

Wray Watkins – Exercise Physiologist / Health Coach / Strength Coach

Haley Lantiegne – Exercise Physiologist / Athletic Trainer

Sean Higgs – Exercise Physiologist / Athletic Trainer / Strength Coach

Nurses and Clinical Support Staff

Hoag Executive Health is lucky enough to employ a wide range of highly skilled clinical support staff. Our physicians each have their own nurse support staff that aids in capturing all forms of biometric and vital sign data. Additionally, our support staff aids in the coordination of care and follow-up, ensuring that any referrals or recommendations that are made by our physicians are followed through on and that patients have a point of contact for questions or assistance that might be needed with navigating ongoing or follow-up care.

Hoag Executive Health is confident that we can establish a world class program aimed at enhancing the health, fitness and performance of CMPD personnel through our comprehensive approach to health and overall wellness. Hoag Executive Health appreciates the Costa Mesa PD's consideration of the following proposal and we welcome the opportunity to work together.

The reputation of Hoag Corporate Health has been built on providing a level of service, experience and staff engagement unlike any other healthcare engagement – this is only possible if we hire, develop and retain the absolute best in every service line we deliver. From our exercise physiologists, strength coaches and athletic trainers, to our physicians and administrative staff, the level of care and attention that we will bring the CMPD Comprehensive Wellness program will be unparalleled. Lastly, similar to our physician engagement, we feel that our ability to provide the entire continuum of care for CMPD personnel is unmatched. Having a Wellness Director who can pick up the phone and speak to an Orthopedic Surgeon or schedule a diagnostic Echocardiogram at the Hoag Cardiovascular Institute or assist with establishing care with a primary care physician will be a tremendous value to the program, participants and department. We are confident that the culmination of all of these factors positions our team for success now and in the future as the Costa Mesa Police Department Wellness Program evolves.

References

Company Name: Hoag Executive Health
 Program Name: Hoag First Responder Program

1. Name of Reference: Orange County Fire Authority
 Address: 1 Fire Authority, Irvine CA 92602
 Contact Name: Justin Dillon Phone Number: _____
 Email: JustinDillon@ocfa.org
 Dates of Business: 3/2017 - Present

2. Name of Reference: Anaheim Fire & Rescue
 Address: 201 S. Anaheim Blvd., Anaheim CA 92805
 Contact Name: Robert Stuart Phone Number: 714.772.1917
 Email: rstuart@anaheim.net
 Dates of Business: 8/2018 - Present

3. Name of Reference: Irvine Police Department
 Address: 1 Civic Center Plaza, Irvine CA 92606
 Contact Name: Jennifer Finch Phone Number: 949.724.7116
 Email: jfinch@cityofirvine.org
 Dates of Business: 6/2016 - Present

4. Name of Reference: Los Angeles City Fire Department - UFLAC
 Address: 1571 Beverly Blvd., Los Angeles, CA 90026
 Contact Name: Shawn Connolly Phone Number: 661.877.7939
 Email: sconnolly@uflac.org
 Dates of Business: 4/2024 - Present

5. Name of Reference: Huntington Beach Fire & Police
 Address: 2000 Main Street, Huntington Beach, CA 92648
 Contact Name: Jeffrey Lopez Phone Number: 714.374.5376
 Email: jlopez@surfcity-hb.org

APPENDIX "C" FORMS

RFP25.16.C06485.



VENDOR APPLICATION FORM FOR RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: _Hoag Clinic DBA Hoag Executive Health

Contact Person for Agreement: Justin Davis

Title: VP Business Development E-Mail Address: Justin.Davis@Hoag.Org

Business Telephone: 949.566.8419 Business Fax: N/A

Corporate Mailing Address: 2975 Redhill Ave, Suite 250

City, State and Zip Code: Costa Mesa, CA 92626

Contact Person for Proposals: Justin Davis

Title: VP Business Development E-Mail Address: Justin.Davis@Hoag.Org

Business Telephone: 949.566.8419 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

RFP25.16.C06485.

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT** at any time after **February 12, 2025**.



Signature

Date: 3/4/2024

Justin Davis
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 12, 2025**, with a City Councilmember concerning informal **RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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

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.

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corp

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

Business Address: 500 Superior Ave, Suite 200 Newport Beach CA 92663

Website Address: www.Hoag.Org

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org

Length of time the firm has been in business: 70+ Years

Length of time at current location: 8 Years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

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

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 7:30AM - 5:00PM

Regular holidays and hours when business is closed: All federal & state holidays

Contact person in reference to this solicitation:

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org

Contact person for accounts payable:

Telephone Number: 949.791.3486

Facsimile Number: N/A

Email Address: HoagClinicAP@Hoag.Org

Name of Project Manager: Justin Davis

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org



The seal of the City of Costa Mesa, California, is a circular emblem. It features a central landscape with a green hill, a body of water, and a bridge. The text "CITY OF COSTA MESA, CALIFORNIA" is written around the top inner edge, and "INCORPORATED 1963" is written around the bottom inner edge.

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.

[illegible]

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.

[Signature]

Bidder/Applicant/Proposer

3/4/25

Date _____

EXHIBIT C
FEE SCHEDULE

Pricing Options Summary

Annual Clinical & Fitness Exam Service	Cost
Annual Clinical & Fitness Exam	\$1,150/Ea.

Optional Annual Services	Cost
Multi-Cancer Blood Test	\$800/Ea.
Multi-System Preventative Ultrasound Screening	\$500/Ea.

Wellness Program Services*	Cost
Wellness Director	\$85/Hr.
Physician Review & Oversight	\$35/Patient
Standard Biometric Panel	\$100/Ea.
Over 45/y/o Biometric Panel	\$115/Ea.
Testosterone <i>Optional Individual Paid</i>	\$115/Ea.
Annual Wellness Assessment – Sworn Personnel	\$350/Ea.
Annual Wellness Assessment – Civilian Personnel	\$200/Ea.

**Current CMPD Employee Wellness Program pricing structure for services*



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-338

Meeting Date: 6/17/2025

TITLE:

ADOPTION OF THE AGREEMENTS FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA POLICE ASSOCIATION (CMPA), THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA CITY EMPLOYEES ASSOCIATION (CMCEA) AND THE CONFIDENTIAL UNIT AND THE ADOPTION OF ACCOMPANYING SALARY RESOLUTIONS

DEPARTMENT: CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER (714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPA (Attachment 1).
2. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPMA (Attachment 2).
3. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMCEA (Attachment 3).
4. Approve and Adopt Resolution Number 2025-20 revising the pay ranges for CMPA (Attachment 4).
5. Approve and Adopt Resolution Number 2025-21 revising the pay ranges for CMPMA (Attachment 5).
6. Approve and Adopt Resolutions Number 2025-22, 2025-23 and 2025-24 revising the pay ranges for CMCEA (Attachments 6, 7 and 8).
7. Approve and Adopt Resolutions Number 2025-25, 2025-26 and 2025-27 revising the pay ranges for the Confidential Unit (Attachments 9, 10 and 11).
8. Approve the Fiscal Impact Analyses (Attachment 12).
9. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the Letters of Agreement documents.

BACKGROUND:

The current Memoranda of Understanding (MOU) for Costa Mesa Police Association (CMPA), Costa Mesa Police Management Association (CMPMA), and Costa Mesa City Employees Association (CMCEA) are scheduled to expire on June 30, 2025. Representatives from CMPA, CMPMA, and CMCEA had requested the City begin discussions on a successor MOU.

The City's negotiation team held a series of collaborative and productive meetings with each unit's negotiation team, which resulted in the attached tentative Agreements. (Attachments 1 - 3)

ANALYSIS:

The following are the key provisions of the negotiated Agreements for each unit:

CMPA

- Term of Agreement
 - July 1, 2025 - June 30, 2026
- Salaries and Wages
 - Effective the payroll that includes July 1, 2025, a 4% increase
- Recruitment and Retention Incentive Pay
 - Effective the payroll that includes July 1, 2025, a 2.5% increase in each tier as follows:
 - 12.5% Incentive Pay at 25 years of service
 - 10% Incentive Pay at 20 years of service
 - 7.5% Incentive Pay at 15 years of service
 - 5% Incentive Pay at 10 years of service
- Health Contribution
 - Effective the pay period that includes July 1, 2025, a \$300 increase to the City's contribution towards the flexible benefit for a total of \$2,419 per month

CMPMA

- Term of Agreement
 - July 1, 2025 - June 30, 2026
- Salaries and Wages
 - Effective the payroll that includes July 1, 2025, a 4% increase
- Recruitment and Retention Incentive Pay
 - Effective the payroll that includes July 1, 2025, a 2.5% increase in each tier as follows:
 - 12.5% Incentive Pay at 25 years of service
 - 10% Incentive Pay at 20 years of service
 - 7.5% Incentive Pay at 15 years of service

- 5% Incentive Pay at 10 years of service
- Health Contribution
 - Effective the pay period that includes July 1, 2025, a \$300 increase to the City's contribution towards the flexible benefit for a new total of \$2,419 per month
- Holiday Pay
 - Elimination of Holiday Pay benefit
- Certification Pay
 - Creation of new certification pay program to incorporate current POST pays and additional certification options
 - New maximum certification pay of 15%
 - Creation of a new certification pay program in conjunction with elimination of the holiday pay benefit will result in a 0% increase for Police Lieutenants and a 5% increase for Police Captains.

CMCEA*

**The below provisions will also apply to non-represented Confidential employees*

- Term of Agreement
 - July 1, 2025 - June 30, 2026
- Salaries and Wages
 - Effective the payroll that includes July 1, 2025, a 2% increase
 - Effective the payroll that includes January 1, 2026, a 2% increase
 - Effective the payroll that includes April 1, 2026, a 2% increase
 - The CMCEA salary resolution (Attachments 6, 7 & 8) will also include the adjustments resulting from the annual CMCEA compensation study requests that were included in the adopted FY 2025/2026 budget.
- Health Contribution
 - Effective the pay period that includes January 1, 2026, a \$50 increase to the City's contribution towards the flexible benefit for a new total of \$1,700 per month
 - Effective the pay period that includes June 1, 2026, a \$100 increase to the City's contribution towards the flexible benefit for a new total of \$1,800 per month

The CMPA, CMPMA and CMCEA negotiating teams have tentatively agreed to the above provisions, and ratification process for all groups has been completed.

The Human Resources Division will be incorporating the terms of the Agreements along with applicable existing provisions from MOUs and Side Letters and will also include mutually agreed upon "clean up" of provisions that are either outdated or in need of modification. This is in order to comply with the California Public Employees Retirement System requirements. The updated MOUs will be brought back for approval at a future City Council meeting.

ALTERNATIVES:

The parties to these agreements considered a variety of issues in the context of good faith negotiations in accordance with Government Code section 3500, et seq. (Meyer-Milias-Brown Act). The CMPA, CMPMA and CMCEA members have ratified the tentative agreements. These Agreements represent the successful conclusion of labor negotiations, and alternatives need not be considered as a result of collaborative efforts expended.

FISCAL REVIEW:

Fiscal Impact Analyses (Attachment 12) were prepared pursuant to the City Council Policy 300-8 Transparency in Labor Negotiations, and certified by LSL, the City's external auditor. The FY 2025/26 estimated fiscal impact for each labor group is: CMPA is \$1.6 million, CMPMA at \$313,221, CMCEA at \$1.3 million, and CMCEA-Confidential at \$299,601. The tentative agreements are included in the FY 2025/26 Adopted Budget. Fiscal Year 2026/27 is estimated to be impacted by \$1.5 million.

LEGAL REVIEW:

The City's special counsel, Liebert Cassidy Whitmore (LCW), and City Attorney's Office have reviewed the agreements and resolutions and this report and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The proposed Agreements and salary range adjustments support the City's Strategic Plan Goals to Recruit and Retain High Quality Staff and Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPA (Attachment 1).
2. Approve and Adopt Agreement for Successor MOU between the City of Costa Mesa and CMPMA (Attachment 2).
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8. Approve the Fiscal Impact Analyses (Attachment 12).
9. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the Letters of Agreement documents.

AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

CITY OF COSTA MESA

AND

THE COSTA MESA POLICE ASSOCIATION

This Agreement for Successor for Memorandum of Understanding ("Agreement") between the City of Costa Mesa ("City") and the Costa Mesa Police Association ("Association") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2025; and

WHEREAS, the Parties have negotiated modifications to wages and benefits; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to be incorporated into a new updated Memorandum of Understanding (MOU).

RECOGNITION/PREAMBLE

1. RECOGNITION/PREAMBLE

During the term of the MOU, the parties agree that either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

TERM OF AGREEMENT

2. TERM OF AGREEMENT

The term of the MOU will commence on July 1, 2025 and will expire on June 30, 2026.

COMPENSATION

3. SALARIES AND WAGES – BASE SALARY

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

Effective the pay period that includes July 1, 2025, four percent (4.0%) increase for all classifications subject to this MOU.

4. RECRUITMENT AND RETENTION INCENTIVE PAY

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty-five (25) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of twelve and one-half percent (12.5%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty (20) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of ten percent (10%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for fifteen (15) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of seven and one-half percent (7.5%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for ten (10) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of five percent (5%).

HEALTH INSURANCE

5. CONTRIBUTION AMOUNT

Effective the pay period that includes July 1, 2025, for those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is \$2,419 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month.

REPRESENTATIVES OF THE COSTA MESA
POLICE ASSOCIATION

VIJAY K. CHAWLA
CMPA President

JAMES A. BROWN
CMPA Negotiations Team Member

JESSE W. CHARTIER
CMPA Negotiations Team Member

GUYON L. FOXWELL
CMPA Negotiations Team Member

JONATHAN C. TRIPP
CMPA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF
COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL L. MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

CATHLEEN SERRANO
Acting Senior Budget Analyst

AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

CITY OF COSTA MESA

AND

THE COSTA MESA POLICE MANAGEMENT ASSOCIATION

This Agreement for Successor for Memorandum of Understanding ("Agreement") between the City of Costa Mesa ("City") and the Costa Mesa Police Management Association ("Association") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2025; and

WHEREAS, the Parties have negotiated modifications to wages and benefits; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to be incorporated into a new updated Memorandum of Understanding (MOU).

RECOGNITION/PREAMBLE

1. RECOGNITION/PREAMBLE

During the term of the MOU, the parties agree that either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

TERM OF AGREEMENT

2. TERM OF AGREEMENT

The term of the MOU will commence on July 1, 2025 and will expire on June 30, 2026.

COMPENSATION

3. SALARIES AND WAGES – BASE SALARY

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule for covered employees. The two classifications in the Association under this Schedule (Police Lieutenant and Police Captain) shall be assigned a range number established by the City Council resolution.

Effective the pay period that includes July 1, 2025, four percent (4.0%) increase for all classifications subject to this MOU.

4. RECRUITMENT AND RETENTION INCENTIVE PAY

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty-five (25) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of twelve and one-half percent (12.5%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty (20) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of ten percent (10%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for fifteen (15) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of seven and one-half percent (7.5%).

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for ten (10) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of five percent (5%).

HEALTH INSURANCE

5. CONTRIBUTION AMOUNT

Effective the pay period that includes July 1, 2025, for those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is \$2,419 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month.

CERTIFICATION/EDUCATIONAL PAY

6. PAY FOR CERTIFICATIONS/COURSES ISSUED BY THE STATE OF CALIFORNIA COMMISSION ON POLICE OFFICER STANDARDS AND TRAINING (POST)

Effective the pay period that includes July 1, 2025, employees in the association shall be eligible for additional pay as follows:

A. POST Certificate/Courses – Police Lieutenant

Employees at the rank of Police Lieutenant shall receive:

- Ten (10%) of base pay for receipt of a POST Advanced Certificate.
- Five (5%) of base pay for receipt of a POST Supervisory Certificate or for having completed the POST Management Course.

B. POST Certificate – Police Captain

Employees at the rank of Police Captain shall receive fifteen (15%) of base pay for receipt of a POST Management Certificate.

HOLIDAY PAY

7. **HOLIDAY PAY**

Effective the pay period that includes July 1, 2025, employees will no longer be eligible for holiday pay or holiday hours. Employees who wish to take holidays off will be required to utilize personal leave.

REPRESENTATIVES OF THE COSTA MESA
POLICE ASSOCIATION

BRYAN T. WADKINS
CMPMA President

JASON CHAMNESS
CMPMA Negotiations Team Member

CARLOS A. DIAZ
CMPMA Negotiations Team Member

SCOTT STAFFORD
CMPMA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF
COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL L. MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

CATHLEEN SERRANO
Acting Senior Budget Analyst

AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

CITY OF COSTA MESA

AND

THE COSTA MESA CITY EMPLOYEES ASSOCIATION

This Agreement for Successor for Memorandum of Understanding (Agreement) between the City of Costa Mesa (City) and the Costa Mesa City Employees Association (Association) (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2025; and

WHEREAS, the Parties have negotiated modifications to wages and benefits; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to be incorporated into a new updated Memorandum of Understanding (MOU).

TERM OF AGREEMENT

1. TERM OF AGREEMENT

The term of the MOU will commence on July 1, 2025 and will expire on June 30, 2026.

COMPENSATION

2. SALARIES AND WAGES – BASE SALARY

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

Effective the pay period that includes July 1, 2025, two percent (2.0%) increase for all classifications subject to this MOU.

Effective the pay period that includes January 1, 2026, two percent (2.0%) increase for all classifications subject to this MOU.

Effective the pay period that includes April 1, 2026, two percent (2.0%) increase for all classifications subject to this MOU.

HEALTH INSURANCE

3. CONTRIBUTION AMOUNT

For those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is \$1,650 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month.

Effective the pay period that includes January 1, 2026, the City amount is increased to \$1,700 per month.

Effective the pay period that includes June 1, 2026, the City amount is increased to \$1,800 per month.

REPRESENTATIVES OF THE COSTA MESA CITY EMPLOYEES ASSOCIATION

ROBERT GONZALEZ
CMCEA President

RYAN BOHR
CMCEA Negotiations Team Member

KELLY DALTON
CMCEA Negotiations Team Member

CARLOS HENRIQUEZ
CMCEA Negotiations Team Member

NIKKI JOHNSON
CMCEA Negotiations Team Member

MONIQUE PHAM
CMCEA Negotiations Team Member

ARASH RAHIMIAN
CMCEA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

RESOLUTION NO. 2025-20**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA POLICE ASSOCIATION PURSUANT TO THE 2025 AGREEMENT**

WHEREAS, on November 15, 2022, the City Council adopted Resolution No. 2022-75, revising the pay ranges for job classifications represented by the Costa Mesa Police Association (CMPA), effective the pay period that includes January 6, 2023, July 1, 2023 and July 1, 2024; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2022-75, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2025. The monthly rates of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Grade	1	2	3	Step 4	5	6	7	
0201	Police Officer	050	\$8,204	\$8,614	\$9,045	\$9,497	\$9,972	\$10,471	\$10,995	Monthly
			\$98,448	\$103,368	\$108,540	\$113,964	\$119,664	\$125,652	\$131,940	Annual
			\$47.33	\$49.70	\$52.18	\$54.79	\$57.53	\$60.41	\$63.43	Hourly
0203	Police Sergeant	056	\$10,003	\$10,503	\$11,028	\$11,579	\$12,158	\$12,766	\$13,404	Monthly
			\$120,036	\$126,036	\$132,336	\$138,948	\$145,896	\$153,192	\$160,848	Annual
			\$57.71	\$60.59	\$63.62	\$66.80	\$70.14	\$73.65	\$77.33	Hourly
0202	Sr Police Officer	052	\$8,613	\$9,044	\$9,496	\$9,971	\$10,470	\$10,993	\$11,543	Monthly
			\$103,356	\$108,528	\$113,952	\$119,652	\$125,640	\$131,916	\$138,516	Annual
			\$49.69	\$52.18	\$54.78	\$57.53	\$60.40	\$63.42	\$66.59	Hourly

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-20 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

RESOLUTION NO. 2023-21**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA POLICE MANAGEMENT ASSOCIATION PURSUANT TO THE 2025 AGREEMENT.**

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 2023-07, revising pay ranges for job classifications represented by the Costa Mesa Police Management Association (CMPMA), effective the pay period that includes January 1, 2023, July 1, 2023, and July 1, 2024; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2023-07, to revise the pay ranges for the classifications specified herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2025. The monthly rates of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0204	Police Lieutenant	060	\$12,599	\$13,229	\$13,890	\$14,584	\$15,313	\$16,079	\$16,883	Monthly
			\$151,188	\$158,748	\$166,680	\$175,008	\$183,756	\$192,948	\$202,596	Annual
			\$72.69	\$76.32	\$80.13	\$84.14	\$88.34	\$92.76	\$97.40	Hourly
0205	Police Captain	051	\$14,353	\$15,071	\$15,825	\$16,616	\$17,447	\$18,319	\$19,235	Monthly
			\$172,236	\$180,852	\$189,900	\$199,392	\$209,364	\$219,828	\$230,820	Annual
			\$82.81	\$86.95	\$91.30	\$95.86	\$100.66	\$105.69	\$110.97	Hourly

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa Police Management Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-21 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th^t day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2025-22**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION PURSUANT TO THE 2025 AGREEMENT.**

WHEREAS, on November 15, 2022, the City Council adopted Resolutions No. 2022-69, 2022-70 and 2022-71 revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association; and

WHEREAS, the City Council subsequently adopted Resolutions No. 2023-15, 2023-27, 2023-37, 2023-45, 2024-13, 2024-35 and 2024-41 approving updates to various classifications; and

WHEREAS, the City Council desires to repeal and replace Resolutions 2022-71, 2023-15, 2023-27, 2023-37, 2023-45, 2024-13, 2024-35, and 2024-41, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2025. The monthly rates of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0062	Accountant	CMC	644	\$7,187	\$7,546	\$7,923	\$8,319	\$8,735	\$9,172	\$9,631	Monthly
				\$86,244	\$90,552	\$95,076	\$99,828	\$104,820	\$110,064	\$115,572	Annual
				\$41.46	\$43.53	\$45.71	\$47.99	\$50.39	\$52.92	\$55.56	Hourly
0061	Accounting Specialist I	CMC	577	\$4,542	\$4,769	\$5,007	\$5,257	\$5,520	\$5,796	\$6,086	Monthly
				\$54,504	\$57,228	\$60,084	\$63,084	\$66,240	\$69,552	\$73,032	Annual
				\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11	Hourly
0060	Accounting Specialist II	CMC	606	\$5,248	\$5,510	\$5,786	\$6,075	\$6,379	\$6,698	\$7,033	Monthly
				\$62,976	\$66,120	\$69,432	\$72,900	\$76,548	\$80,376	\$84,396	Annual
				\$30.28	\$31.79	\$33.38	\$35.05	\$36.80	\$38.64	\$40.58	Hourly
0107	Active Transportation Coordinator	CMC	732	\$9,662	\$10,145	\$10,652	\$11,185	\$11,744	\$12,331	\$12,948	Monthly
				\$115,944	\$121,740	\$127,824	\$134,220	\$140,928	\$147,972	\$155,376	Annual
				\$55.74	\$58.53	\$61.45	\$64.53	\$67.75	\$71.14	\$74.70	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0013	Administrative Assistant	CMC	590	\$5,334	\$5,601	\$5,881	\$6,175	\$6,484	\$6,808	\$7,148	Monthly
				\$64,008	\$67,212	\$70,572	\$74,100	\$77,808	\$81,696	\$85,776	Annual
				\$30.77	\$32.31	\$33.93	\$35.63	\$37.41	\$39.28	\$41.24	Hourly
0469	Animal Control Officer	CMC	617	\$5,948	\$6,245	\$6,557	\$6,885	\$7,229	\$7,590	\$7,970	Monthly
				\$71,376	\$74,940	\$78,684	\$82,620	\$86,748	\$91,080	\$95,640	Annual
				\$34.32	\$36.03	\$37.83	\$39.72	\$41.71	\$43.79	\$45.98	Hourly
0470	Animal Services Supervisor	CMC	734	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0307	Arts Specialist	CMC	733	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	\$9,515	\$9,991	Monthly
				\$89,460	\$93,936	\$98,628	\$103,560	\$108,744	\$114,180	\$119,892	Annual
				\$43.01	\$45.16	\$47.42	\$49.79	\$52.28	\$54.89	\$57.64	Hourly
0106	Assistant City Engineer	CMC	726	\$11,777	\$12,366	\$12,984	\$13,633	\$14,315	\$15,031	\$15,783	Monthly
				\$141,324	\$148,392	\$155,808	\$163,596	\$171,780	\$180,372	\$189,396	Annual
				\$67.94	\$71.34	\$74.91	\$78.65	\$82.59	\$86.72	\$91.06	Hourly
0103	Assistant Engineer	CMC	672	\$7,429	\$7,800	\$8,190	\$8,599	\$9,029	\$9,480	\$9,954	Monthly
				\$89,148	\$93,600	\$98,280	\$103,188	\$108,348	\$113,760	\$119,448	Annual
				\$42.86	\$45.00	\$47.25	\$49.61	\$52.09	\$54.69	\$57.43	Hourly
0217	Assistant Fire Marshal	CMC	897	\$8,855	\$9,298	\$9,763	\$10,251	\$10,764	\$11,302	\$11,867	Monthly
				\$106,260	\$111,576	\$117,156	\$123,012	\$129,168	\$135,624	\$142,400	Annual
				\$51.09	\$53.64	\$56.33	\$59.14	\$62.10	\$65.20	\$68.46	Hourly
0151	Assistant Planner	CMC	889	\$6,861	\$7,204	\$7,564	\$7,942	\$8,339	\$8,756	\$9,194	Monthly
				\$82,332	\$86,448	\$90,768	\$95,304	\$100,068	\$105,072	\$110,328	Annual
				\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52	\$53.04	Hourly
0808	Assistant Storekeeper	CMC	571	\$4,533	\$4,760	\$4,998	\$5,248	\$5,510	\$5,786	\$6,075	Monthly
				\$54,396	\$57,120	\$59,976	\$62,976	\$66,120	\$69,432	\$72,900	Annual
				\$26.15	\$27.46	\$28.83	\$30.28	\$31.79	\$33.38	\$35.05	Hourly
0104	Associate Engineer	CMC	699	\$9,310	\$9,776	\$10,265	\$10,778	\$11,317	\$11,883	\$12,477	Monthly
				\$111,720	\$117,312	\$123,180	\$129,336	\$135,804	\$142,596	\$149,724	Annual
				\$53.71	\$56.40	\$59.22	\$62.18	\$65.29	\$68.56	\$71.98	Hourly
0152	Associate Planner	CMC	649	\$7,890	\$8,284	\$8,698	\$9,133	\$9,590	\$10,070	\$10,573	Monthly
				\$94,680	\$99,408	\$104,376	\$109,596	\$115,080	\$120,840	\$126,876	Annual
				\$45.52	\$47.79	\$50.18	\$52.69	\$55.33	\$58.10	\$61.00	Hourly
0132	Building Inspector I	CMC	643	\$6,976	\$7,325	\$7,691	\$8,076	\$8,480	\$8,904	\$9,349	Monthly
				\$83,712	\$87,900	\$92,292	\$96,912	\$101,760	\$106,848	\$112,188	Annual
				\$40.25	\$42.26	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	Hourly
0138	Building Inspector II	CMC	866	\$7,325	\$7,691	\$8,076	\$8,480	\$8,904	\$9,349	\$9,816	Monthly
				\$87,900	\$92,292	\$96,912	\$101,760	\$106,848	\$112,188	\$117,792	Annual
				\$42.26	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	\$56.63	Hourly
0130	Building Technician I	CMC	581	\$5,459	\$5,732	\$6,019	\$6,320	\$6,636	\$6,968	\$7,316	Monthly
				\$65,508	\$68,784	\$72,228	\$75,840	\$79,632	\$83,616	\$87,798	Annual
				\$31.49	\$33.07	\$34.73	\$36.46	\$38.28	\$40.20	\$42.21	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0131	Building Technician II	CMC	613	\$6,407	\$6,727	\$7,063	\$7,416	\$7,787	\$8,176	\$8,584	Monthly
				\$76,884	\$80,724	\$84,756	\$88,992	\$93,444	\$98,112	\$103,012	Annual
				\$36.96	\$38.81	\$40.75	\$42.78	\$44.93	\$47.17	\$49.52	Hourly
0088	Business License Inspector	CMC	850	\$5,250	\$5,512	\$5,788	\$6,077	\$6,381	\$6,700	\$7,035	Monthly
				\$63,000	\$66,144	\$69,456	\$72,924	\$76,572	\$80,400	\$84,420	Annual
				\$30.29	\$31.80	\$33.39	\$35.06	\$36.81	\$38.65	\$40.59	Hourly
0051	Buyer	CMC	857	\$5,995	\$6,295	\$6,610	\$6,940	\$7,287	\$7,651	\$8,034	Monthly
				\$71,940	\$75,540	\$79,320	\$83,280	\$87,444	\$91,812	\$96,408	Annual
				\$34.59	\$36.32	\$38.13	\$40.04	\$42.04	\$44.14	\$46.35	Hourly
0035	Central Services Supervisor	CMC	655	\$6,587	\$6,916	\$7,262	\$7,625	\$8,006	\$8,406	\$8,826	Monthly
				\$79,044	\$82,992	\$87,144	\$91,500	\$96,072	\$100,872	\$105,912	Annual
				\$38.00	\$39.90	\$41.90	\$43.99	\$46.19	\$48.50	\$50.92	Hourly
0123	Chief Construction Inspector	CMC	662	\$6,942	\$7,289	\$7,653	\$8,036	\$8,438	\$8,860	\$9,303	Monthly
				\$83,304	\$87,468	\$91,836	\$96,432	\$101,256	\$106,320	\$111,636	Annual
				\$40.05	\$42.05	\$44.15	\$46.36	\$48.68	\$51.12	\$53.67	Hourly
0110	Chief Plans Examiner	CMC	718	\$10,530	\$11,057	\$11,610	\$12,191	\$12,801	\$13,441	\$14,113	Monthly
				\$126,360	\$132,684	\$139,320	\$146,292	\$153,612	\$161,292	\$169,356	Annual
				\$60.75	\$63.79	\$66.98	\$70.33	\$73.85	\$77.54	\$81.42	Hourly
0126	Chief of Code Enforcement	CMC	664	\$7,893	\$8,288	\$8,702	\$9,137	\$9,594	\$10,074	\$10,578	Monthly
				\$94,716	\$99,456	\$104,424	\$109,644	\$115,128	\$120,888	\$126,936	Annual
				\$45.54	\$47.82	\$50.20	\$52.71	\$55.35	\$58.12	\$61.03	Hourly
0128	Chief of Inspection	CMC	681	\$8,863	\$9,306	\$9,771	\$10,260	\$10,773	\$11,312	\$11,878	Monthly
				\$106,356	\$111,672	\$117,252	\$123,120	\$129,276	\$135,744	\$142,536	Annual
				\$51.13	\$53.69	\$56.37	\$59.19	\$62.15	\$65.26	\$68.53	Hourly
0466	Civilian Investigator	CMC	628	\$6,165	\$6,473	\$6,797	\$7,137	\$7,494	\$7,869	\$8,262	Monthly
				\$73,980	\$77,676	\$81,564	\$85,644	\$89,928	\$94,428	\$99,144	Annual
				\$35.57	\$37.34	\$39.21	\$41.18	\$43.23	\$45.40	\$47.67	Hourly
0125	Code Enforcement Officer I	CMC	449	\$5,800	\$6,090	\$6,395	\$6,715	\$7,051	\$7,404	\$7,774	Monthly
				\$69,600	\$73,080	\$76,740	\$80,580	\$84,612	\$88,848	\$93,288	Annual
				\$33.46	\$35.13	\$36.89	\$38.74	\$40.68	\$42.72	\$44.85	Hourly
0120	Code Enforcement Officer II	CMC	626	\$6,535	\$6,862	\$7,205	\$7,565	\$7,943	\$8,340	\$8,757	Monthly
				\$78,420	\$82,344	\$86,460	\$90,780	\$95,316	\$100,080	\$105,084	Annual
				\$37.70	\$39.59	\$41.57	\$43.64	\$45.83	\$48.12	\$50.52	Hourly
0430	Communications Installer	CMC	858	\$5,670	\$5,953	\$6,251	\$6,564	\$6,892	\$7,237	\$7,599	Monthly
				\$68,040	\$71,436	\$75,012	\$78,768	\$82,704	\$86,844	\$91,188	Annual
				\$32.71	\$34.34	\$36.06	\$37.87	\$39.76	\$41.75	\$43.84	Hourly
0611	Community Outreach Supervisor	CMC	900	\$7,190	\$7,550	\$7,927	\$8,323	\$8,739	\$9,176	\$9,635	Monthly
				\$86,280	\$90,600	\$95,124	\$99,876	\$104,868	\$110,112	\$115,620	Annual
				\$41.48	\$43.56	\$45.73	\$48.02	\$50.42	\$52.94	\$55.59	Hourly
0610	Community Outreach Worker	CMC	893	\$5,492	\$5,767	\$6,055	\$6,358	\$6,676	\$7,010	\$7,361	Monthly
				\$65,904	\$69,204	\$72,660	\$76,296	\$80,112	\$84,120	\$88,332	Annual
				\$31.68	\$33.27	\$34.93	\$36.68	\$38.52	\$40.44	\$42.47	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0703	Community Services Specialist	CMC	582	\$5,464	\$5,737	\$6,024	\$6,325	\$6,641	\$6,973	\$7,322	Monthly
				\$65,568	\$68,844	\$72,288	\$75,900	\$79,692	\$83,676	\$87,864	Annual
				\$31.52	\$33.10	\$34.75	\$36.49	\$38.31	\$40.23	\$42.24	Hourly
0801	Computer Programmer	CMC	616	\$6,161	\$6,469	\$6,792	\$7,132	\$7,489	\$7,863	\$8,256	Monthly
				\$73,932	\$77,628	\$81,504	\$85,584	\$89,868	\$94,356	\$99,072	Annual
				\$35.54	\$37.32	\$39.18	\$41.15	\$43.21	\$45.36	\$47.63	Hourly
0121	Construction Inspector	CMC	867	\$7,091	\$7,446	\$7,818	\$8,209	\$8,619	\$9,050	\$9,502	Monthly
				\$85,092	\$89,352	\$93,816	\$98,508	\$103,428	\$108,600	\$114,024	Annual
				\$40.91	\$42.96	\$45.10	\$47.36	\$49.73	\$52.21	\$54.82	Hourly
0100	Contract Administrator	CMC	691	\$8,166	\$8,574	\$9,003	\$9,453	\$9,926	\$10,422	\$10,943	Monthly
				\$97,992	\$102,888	\$108,036	\$113,436	\$119,112	\$125,064	\$131,316	Annual
				\$47.11	\$49.47	\$51.94	\$54.54	\$57.27	\$60.13	\$63.13	Hourly
0706	Court Liaison	CMC	854	\$5,948	\$6,245	\$6,557	\$6,885	\$7,229	\$7,590	\$7,970	Monthly
				\$71,376	\$74,940	\$78,684	\$82,620	\$86,748	\$91,080	\$95,640	Annual
				\$34.32	\$36.03	\$37.83	\$39.72	\$41.71	\$43.79	\$45.98	Hourly
0099	Crime Analyst	CMC	859	\$6,904	\$7,249	\$7,611	\$7,992	\$8,392	\$8,812	\$9,253	Monthly
				\$82,848	\$86,988	\$91,332	\$95,904	\$100,704	\$105,744	\$111,036	Annual
				\$39.83	\$41.82	\$43.91	\$46.11	\$48.42	\$50.84	\$53.38	Hourly
0467	Crime Prevention Specialist	CMC	852	\$6,976	\$7,325	\$7,691	\$8,076	\$8,480	\$8,904	\$9,349	Monthly
				\$83,712	\$87,900	\$92,292	\$96,912	\$101,760	\$106,848	\$112,188	Annual
				\$40.25	\$42.26	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	Hourly
0189	Crime Scene Investigation Supervisor	CMC	050	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0465	Crime Scene Investigator	CMC	638	\$6,406	\$6,726	\$7,062	\$7,415	\$7,786	\$8,175	\$8,584	Monthly
				\$76,872	\$80,712	\$84,744	\$88,980	\$93,432	\$98,100	\$103,008	Annual
				\$36.96	\$38.80	\$40.74	\$42.78	\$44.92	\$47.16	\$49.52	Hourly
0705	Custody Officer	CMC	854	\$5,948	\$6,245	\$6,557	\$6,885	\$7,229	\$7,590	\$7,970	Monthly
				\$71,376	\$74,940	\$78,684	\$82,620	\$86,748	\$91,080	\$95,640	Annual
				\$34.32	\$36.03	\$37.83	\$39.72	\$41.71	\$43.79	\$45.98	Hourly
0190	Custody Supervisor	CMC	612	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0037	Cyber Security Analyst	CMC	735	\$9,959	\$10,457	\$10,980	\$11,529	\$12,105	\$12,710	\$13,346	Monthly
				\$119,508	\$125,484	\$131,760	\$138,348	\$145,260	\$152,520	\$160,152	Annual
				\$57.46	\$60.33	\$63.35	\$66.51	\$69.84	\$73.33	\$77.00	Hourly
0149	Economic Development Administrator	CMC	898	\$10,433	\$10,955	\$11,503	\$12,078	\$12,682	\$13,316	\$13,982	Monthly
				\$125,196	\$131,460	\$138,036	\$144,936	\$152,184	\$159,792	\$167,784	Annual
				\$60.19	\$63.20	\$66.36	\$69.68	\$73.17	\$76.82	\$80.67	Hourly
0134	Electrical Inspector	CMC	868	\$6,314	\$6,630	\$6,962	\$7,310	\$7,676	\$8,060	\$8,463	Monthly
				\$75,768	\$79,560	\$83,544	\$87,720	\$92,112	\$96,720	\$101,556	Annual
				\$36.43	\$38.25	\$40.17	\$42.17	\$44.28	\$46.50	\$48.83	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0431	Electronics Technician	CMC	875	\$7,058	\$7,411	\$7,782	\$8,171	\$8,580	\$9,009	\$9,459	Monthly
				\$84,696	\$88,932	\$93,384	\$98,052	\$102,960	\$108,108	\$113,508	Annual
				\$40.72	\$42.76	\$44.90	\$47.14	\$49.50	\$51.98	\$54.57	Hourly
0221	Emergency Medical Services Coordinator	CMC	706	\$8,751	\$9,189	\$9,648	\$10,130	\$10,636	\$11,168	\$11,726	Monthly
				\$105,012	\$110,268	\$115,776	\$121,560	\$127,632	\$134,016	\$140,712	Annual
				\$50.49	\$53.01	\$55.66	\$58.44	\$61.36	\$64.43	\$67.65	Hourly
0096	Emergency Services Administrator	CMC	053	\$9,593	\$10,073	\$10,577	\$11,106	\$11,661	\$12,244	\$12,856	Monthly
				\$115,116	\$120,876	\$126,924	\$133,272	\$139,932	\$146,928	\$154,272	Annual
				\$55.34	\$58.11	\$61.02	\$64.07	\$67.28	\$70.64	\$74.17	Hourly
0234	Emergency Services Training Specialist	CMC	860	\$5,932	\$6,229	\$6,540	\$6,867	\$7,210	\$7,570	\$7,948	Monthly
				\$71,184	\$74,748	\$78,480	\$82,404	\$86,520	\$90,840	\$95,376	Annual
				\$34.22	\$35.94	\$37.73	\$39.62	\$41.60	\$43.67	\$45.85	Hourly
0101	Engineering Technician I	CMC	591	\$5,549	\$5,826	\$6,117	\$6,423	\$6,744	\$7,081	\$7,435	Monthly
				\$66,588	\$69,912	\$73,404	\$77,076	\$80,928	\$84,972	\$89,220	Annual
				\$32.01	\$33.61	\$35.29	\$37.06	\$38.91	\$40.85	\$42.89	Hourly
0102	Engineering Technician II	CMC	853	\$6,194	\$6,504	\$6,829	\$7,170	\$7,528	\$7,904	\$8,299	Monthly
				\$74,328	\$78,048	\$81,948	\$86,040	\$90,336	\$94,848	\$99,588	Annual
				\$35.73	\$37.52	\$39.40	\$41.37	\$43.43	\$45.60	\$47.88	Hourly
0116	Engineering Technician III	CMC	632	\$6,808	\$7,148	\$7,505	\$7,880	\$8,274	\$8,688	\$9,122	Monthly
				\$81,696	\$85,776	\$90,060	\$94,560	\$99,288	\$104,256	\$109,464	Annual
				\$39.28	\$41.24	\$43.30	\$45.46	\$47.73	\$50.12	\$52.63	Hourly
0440	Equipment Mechanic I	CMC	570	\$4,960	\$5,208	\$5,468	\$5,741	\$6,028	\$6,329	\$6,645	Monthly
				\$59,520	\$62,496	\$65,616	\$68,892	\$72,336	\$75,948	\$79,740	Annual
				\$28.62	\$30.05	\$31.55	\$33.12	\$34.78	\$36.51	\$38.34	Hourly
0441	Equipment Mechanic II	CMC	851	\$5,934	\$6,231	\$6,543	\$6,870	\$7,213	\$7,574	\$7,953	Monthly
				\$71,208	\$74,772	\$78,516	\$82,440	\$86,556	\$90,888	\$95,436	Annual
				\$34.23	\$35.95	\$37.75	\$39.63	\$41.61	\$43.70	\$45.88	Hourly
0445	Equipment Mechanic III	CMC	856	\$6,394	\$6,714	\$7,050	\$7,403	\$7,773	\$8,162	\$8,570	Monthly
				\$76,728	\$80,568	\$84,600	\$88,836	\$93,276	\$97,944	\$102,840	Annual
				\$36.89	\$38.73	\$40.67	\$42.71	\$44.84	\$47.09	\$49.44	Hourly
0014	Executive Assistant	CMC	609	\$5,868	\$6,161	\$6,469	\$6,792	\$7,132	\$7,489	\$7,863	Monthly
				\$70,416	\$73,932	\$77,628	\$81,504	\$85,584	\$89,868	\$94,356	Annual
				\$33.85	\$35.54	\$37.32	\$39.18	\$41.15	\$43.21	\$45.36	Hourly
0407	Facilities Maintenance Technician	CMC	589	\$5,544	\$5,821	\$6,112	\$6,418	\$6,739	\$7,076	\$7,430	Monthly
				\$66,528	\$69,852	\$73,344	\$77,016	\$80,868	\$84,912	\$89,160	Annual
				\$31.98	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	\$42.87	Hourly
0304	Fairview Park Administrator <i>Effective pp incl 7/1/23</i>	CMC	887	\$9,749	\$10,236	\$10,748	\$11,285	\$11,849	\$12,441	\$13,063	Monthly
				\$116,988	\$122,832	\$128,976	\$135,420	\$142,188	\$149,292	\$156,756	Annual
				\$56.24	\$59.05	\$62.01	\$65.11	\$68.36	\$71.78	\$75.36	Hourly
0304	Fairview Park Administrator <i>Effective pp incl 7/1/24</i>	CMC	887	\$10,041	\$10,543	\$11,070	\$11,623	\$12,204	\$12,814	\$13,455	Monthly
				\$120,492	\$126,516	\$132,840	\$139,476	\$146,448	\$153,768	\$161,460	Annual
				\$57.93	\$60.83	\$63.87	\$67.06	\$70.41	\$73.93	\$77.63	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0304	Fairview Park Administrator <i>Effective pp incl 7/1/25</i>	CMC	887	\$10,240	\$10,752	\$11,290	\$11,855	\$12,448	\$13,070	\$13,724	Monthly
				\$122,880	\$129,024	\$135,480	\$142,260	\$149,376	\$156,840	\$164,688	Annual
				\$59.08	\$62.03	\$65.13	\$68.39	\$71.82	\$75.40	\$79.18	Hourly
0172	Finance Officer	CMC	448	\$9,590	\$10,069	\$10,572	\$11,101	\$11,656	\$12,239	\$12,851	Monthly
				\$115,080	\$120,828	\$126,864	\$133,212	\$139,872	\$146,868	\$154,212	Annual
				\$55.33	\$58.09	\$60.99	\$64.04	\$67.25	\$70.61	\$74.14	Hourly
0057	Financial Analyst	CMC	899	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	\$11,127	\$11,683	Monthly
				\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	\$133,524	\$140,196	Annual
				\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	\$64.19	\$67.40	Hourly
0218	Fire Protection Analyst	CMC	876	\$7,386	\$7,755	\$8,143	\$8,550	\$8,977	\$9,426	\$9,897	Monthly
				\$88,632	\$93,060	\$97,716	\$102,600	\$107,724	\$113,112	\$118,764	Annual
				\$42.61	\$44.74	\$46.98	\$49.33	\$51.79	\$54.38	\$57.10	Hourly
0215	Fire Protection Specialist	CMC	861	\$6,976	\$7,325	\$7,691	\$8,076	\$8,480	\$8,904	\$9,349	Monthly
				\$83,712	\$87,900	\$92,292	\$96,912	\$101,760	\$106,848	\$112,188	Annual
				\$40.25	\$42.26	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	Hourly
0065	Grant Administrator	CMC	877	\$7,670	\$8,054	\$8,457	\$8,880	\$9,324	\$9,790	\$10,280	Monthly
				\$92,040	\$96,648	\$101,484	\$106,560	\$111,888	\$117,480	\$123,360	Annual
				\$44.25	\$46.47	\$48.79	\$51.23	\$53.79	\$56.48	\$59.31	Hourly
0029	Graphics Designer	CMC	610	\$5,687	\$5,971	\$6,270	\$6,584	\$6,913	\$7,259	\$7,621	Monthly
				\$68,244	\$71,652	\$75,240	\$79,008	\$82,956	\$87,108	\$91,457	Annual
				\$32.81	\$34.45	\$36.17	\$37.98	\$39.88	\$41.88	\$43.97	Hourly
0446	Lead Equipment Mechanic	CMC	869	\$7,210	\$7,571	\$7,950	\$8,347	\$8,764	\$9,202	\$9,662	Monthly
				\$86,520	\$90,852	\$95,400	\$100,164	\$105,168	\$110,424	\$115,944	Annual
				\$41.60	\$43.68	\$45.87	\$48.16	\$50.56	\$53.09	\$55.74	Hourly
0409	Lead Facilities Maintenance Technician	CMC	863	\$6,514	\$6,840	\$7,182	\$7,541	\$7,918	\$8,314	\$8,730	Monthly
				\$78,168	\$82,080	\$86,184	\$90,492	\$95,016	\$99,768	\$104,760	Annual
				\$37.58	\$39.46	\$41.43	\$43.51	\$45.68	\$47.97	\$50.37	Hourly
0405	Lead Maintenance Worker	CMC	864	\$6,514	\$6,840	\$7,182	\$7,541	\$7,918	\$8,314	\$8,730	Monthly
				\$78,168	\$82,080	\$86,184	\$90,492	\$95,016	\$99,768	\$104,760	Annual
				\$37.58	\$39.46	\$41.43	\$43.51	\$45.68	\$47.97	\$50.37	Hourly
0402	Maintenance Assistant	CMC	550	\$4,459	\$4,682	\$4,916	\$5,162	\$5,420	\$5,691	\$5,976	Monthly
				\$53,508	\$56,184	\$58,992	\$61,944	\$65,040	\$68,292	\$71,712	Annual
				\$25.73	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83	\$34.48	Hourly
0412	Maintenance Superintendent	CMC	881	\$9,670	\$10,153	\$10,661	\$11,194	\$11,754	\$12,342	\$12,959	Monthly
				\$116,040	\$121,836	\$127,932	\$134,328	\$141,048	\$148,104	\$155,508	Annual
				\$55.79	\$58.58	\$61.51	\$64.58	\$67.81	\$71.20	\$74.76	Hourly
0406	Maintenance Supervisor	CMC	670	\$8,007	\$8,407	\$8,827	\$9,268	\$9,731	\$10,218	\$10,729	Monthly
				\$96,084	\$100,884	\$105,924	\$111,216	\$116,772	\$122,616	\$128,748	Annual
				\$46.19	\$48.50	\$50.93	\$53.47	\$56.14	\$58.95	\$61.90	Hourly
0403	Maintenance Worker	CMC	846	\$4,928	\$5,174	\$5,433	\$5,705	\$5,990	\$6,289	\$6,603	Monthly
				\$59,136	\$62,088	\$65,196	\$68,460	\$71,880	\$75,468	\$79,236	Annual
				\$28.43	\$29.85	\$31.34	\$32.91	\$34.56	\$36.28	\$38.09	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0243	Management Aide	CMC	892	\$6,519	\$6,845	\$7,187	\$7,546	\$7,923	\$8,319	\$8,735	Monthly
				\$78,228	\$82,140	\$86,244	\$90,552	\$95,076	\$99,828	\$104,820	Annual
				\$37.61	\$39.49	\$41.46	\$43.53	\$45.71	\$47.99	\$50.39	Hourly
0074	Management Analyst	CMC	872	\$7,495	\$7,870	\$8,264	\$8,677	\$9,111	\$9,567	\$10,045	Monthly
				\$89,940	\$94,440	\$99,168	\$104,124	\$109,332	\$114,804	\$120,540	Annual
				\$43.24	\$45.40	\$47.68	\$50.06	\$52.56	\$55.19	\$57.95	Hourly
0001	Messenger	CMC	501	\$4,120	\$4,326	\$4,542	\$4,769	\$5,007	\$5,257	\$5,520	Monthly
				\$49,440	\$51,912	\$54,504	\$57,228	\$60,084	\$63,084	\$66,240	Annual
				\$23.77	\$24.96	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	Hourly
0241	Multimedia Specialist	CMC	885	\$6,820	\$7,161	\$7,519	\$7,895	\$8,290	\$8,705	\$9,140	Monthly
				\$81,840	\$85,932	\$90,228	\$94,740	\$99,480	\$104,460	\$109,683	Annual
				\$39.35	\$41.31	\$43.38	\$45.55	\$47.83	\$50.22	\$52.73	Hourly
0041	Network Systems Administrator	CMC	631	\$8,561	\$8,989	\$9,438	\$9,910	\$10,405	\$10,925	\$11,471	Monthly
				\$102,732	\$107,868	\$113,256	\$118,920	\$124,860	\$131,100	\$137,652	Annual
				\$49.39	\$51.86	\$54.45	\$57.17	\$60.03	\$63.03	\$66.18	Hourly
0006	Office Coordinator	CMC	848	\$4,957	\$5,205	\$5,465	\$5,738	\$6,025	\$6,326	\$6,642	Monthly
				\$59,484	\$62,460	\$65,580	\$68,856	\$72,300	\$75,912	\$79,704	Annual
				\$28.60	\$30.03	\$31.53	\$33.10	\$34.76	\$36.50	\$38.32	Hourly
0003	Office Specialist	CMC	525	\$3,881	\$4,075	\$4,279	\$4,493	\$4,718	\$4,954	\$5,202	Monthly
				\$46,572	\$48,900	\$51,348	\$53,916	\$56,616	\$59,448	\$62,424	Annual
				\$22.39	\$23.51	\$24.69	\$25.92	\$27.22	\$28.58	\$30.01	Hourly
0004	Office Specialist I	CMC	545	\$4,290	\$4,505	\$4,730	\$4,967	\$5,215	\$5,476	\$5,750	Monthly
				\$51,480	\$54,060	\$56,760	\$59,604	\$62,580	\$65,712	\$69,000	Annual
				\$24.75	\$25.99	\$27.29	\$28.66	\$30.09	\$31.59	\$33.17	Hourly
0005	Office Specialist II	CMC	845	\$4,624	\$4,855	\$5,098	\$5,353	\$5,621	\$5,902	\$6,197	Monthly
				\$55,488	\$58,260	\$61,176	\$64,236	\$67,452	\$70,824	\$74,364	Annual
				\$26.68	\$28.01	\$29.41	\$30.88	\$32.43	\$34.05	\$35.75	Hourly
0031	Offset Press Operator I	CMC	847	\$4,599	\$4,829	\$5,070	\$5,323	\$5,589	\$5,868	\$6,161	Monthly
				\$55,188	\$57,948	\$60,840	\$63,876	\$67,068	\$70,416	\$73,932	Annual
				\$26.53	\$27.86	\$29.25	\$30.71	\$32.24	\$33.85	\$35.54	Hourly
0034	Offset Press Operator II	CMC	595	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	\$6,227	\$6,538	Monthly
				\$58,548	\$61,476	\$64,548	\$67,776	\$71,160	\$74,724	\$78,456	Annual
				\$28.15	\$29.56	\$31.03	\$32.58	\$34.21	\$35.93	\$37.72	Hourly
0521	Park Ranger	CMC	725	\$5,492	\$5,767	\$6,055	\$6,358	\$6,676	\$7,010	\$7,361	Monthly
				\$65,904	\$69,204	\$72,660	\$76,296	\$80,112	\$84,120	\$88,332	Annual
				\$31.68	\$33.27	\$34.93	\$36.68	\$38.52	\$40.44	\$42.47	Hourly
0028	Permit Processing Specialist	CMC	569	\$4,481	\$4,705	\$4,940	\$5,187	\$5,446	\$5,718	\$6,004	Monthly
				\$53,772	\$56,460	\$59,280	\$62,244	\$65,352	\$68,616	\$72,048	Annual
				\$25.85	\$27.14	\$28.50	\$29.93	\$31.42	\$32.99	\$34.64	Hourly
0039	Personal Computer/ Network Asst	CMC	849	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	\$6,227	\$6,538	Monthly
				\$58,548	\$61,476	\$64,548	\$67,776	\$71,160	\$74,724	\$78,456	Annual
				\$28.15	\$29.56	\$31.03	\$32.58	\$34.21	\$35.93	\$37.72	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0109	Plan Check Engineer	CMC	883	\$9,662	\$10,145	\$10,652	\$11,185	\$11,744	\$12,331	\$12,948	Monthly
				\$115,944	\$121,740	\$127,824	\$134,220	\$140,928	\$147,972	\$155,376	Annual
				\$55.74	\$58.53	\$61.45	\$64.53	\$67.75	\$71.14	\$74.70	Hourly
0114	Plan Checker	CMC	886	\$8,401	\$8,821	\$9,262	\$9,725	\$10,211	\$10,722	\$11,258	Monthly
				\$100,812	\$105,852	\$111,144	\$116,700	\$122,532	\$128,664	\$135,096	Annual
				\$48.47	\$50.89	\$53.43	\$56.11	\$58.91	\$61.86	\$64.95	Hourly
0095	Police Records Administrator	CMC	052	\$9,593	\$10,073	\$10,577	\$11,106	\$11,661	\$12,244	\$12,856	Monthly
				\$115,116	\$120,876	\$126,924	\$133,272	\$139,932	\$146,928	\$154,272	Annual
				\$55.34	\$58.11	\$61.02	\$64.07	\$67.28	\$70.64	\$74.17	Hourly
0461	Police Records Bureau Supervisor	CMC	842	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0012	Police Records Shift Supervisor	CMC	594	\$5,948	\$6,245	\$6,557	\$6,885	\$7,229	\$7,590	\$7,969	Monthly
				\$71,376	\$74,940	\$78,684	\$82,620	\$86,748	\$91,080	\$95,628	Annual
				\$34.32	\$36.03	\$37.83	\$39.72	\$41.71	\$43.79	\$45.98	Hourly
0010	Police Records Technician	CMC	546	\$4,681	\$4,915	\$5,161	\$5,419	\$5,690	\$5,974	\$6,273	Monthly
				\$56,172	\$58,980	\$61,932	\$65,028	\$68,280	\$71,688	\$75,276	Annual
				\$27.01	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	Hourly
0460	Police Training Administrator	CMC	844	\$9,593	\$10,073	\$10,577	\$11,106	\$11,661	\$12,244	\$12,856	Monthly
				\$115,116	\$120,876	\$126,924	\$133,272	\$139,932	\$146,928	\$154,272	Annual
				\$55.34	\$58.11	\$61.02	\$64.07	\$67.28	\$70.64	\$74.17	Hourly
0459	Police Training Assistant	CMC	862	\$6,376	\$6,695	\$7,030	\$7,382	\$7,751	\$8,139	\$8,546	Monthly
				\$76,512	\$80,340	\$84,360	\$88,584	\$93,012	\$97,668	\$102,552	Annual
				\$36.78	\$38.63	\$40.56	\$42.59	\$44.72	\$46.96	\$49.30	Hourly
0154	Principal Planner	CMC	704	\$10,433	\$10,955	\$11,503	\$12,078	\$12,682	\$13,316	\$13,982	Monthly
				\$125,196	\$131,460	\$138,036	\$144,936	\$152,184	\$159,792	\$167,784	Annual
				\$60.19	\$63.20	\$66.36	\$69.68	\$73.17	\$76.82	\$80.67	Hourly
0043	Programmer Analyst I	CMC	870	\$7,577	\$7,956	\$8,354	\$8,772	\$9,211	\$9,672	\$10,156	Monthly
				\$90,924	\$95,472	\$100,248	\$105,264	\$110,532	\$116,064	\$121,872	Annual
				\$43.71	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59	Hourly
0044	Programmer Analyst II	CMC	692	\$9,095	\$9,550	\$10,028	\$10,529	\$11,055	\$11,608	\$12,188	Monthly
				\$109,140	\$114,600	\$120,336	\$126,348	\$132,660	\$139,296	\$146,256	Annual
				\$52.47	\$55.10	\$57.85	\$60.74	\$63.78	\$66.97	\$70.32	Hourly
0463	Property/Evidence Specialist	CMC	623	\$5,608	\$5,888	\$6,182	\$6,491	\$6,816	\$7,157	\$7,515	Monthly
				\$67,296	\$70,656	\$74,184	\$77,892	\$81,792	\$85,884	\$90,180	Annual
				\$32.35	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.36	Hourly
0462	Property/Evidence Supervisor	CMC	843	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0124	Public Right of Way Coordinator	CMC	731	\$5,800	\$6,090	\$6,395	\$6,715	\$7,051	\$7,404	\$7,774	Monthly
				\$69,600	\$73,080	\$76,740	\$80,580	\$84,612	\$88,848	\$93,288	Annual
				\$33.46	\$35.13	\$36.89	\$38.74	\$40.68	\$42.72	\$44.85	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0232	Public Safety Dispatch Supervisor	CMC	645	\$8,008	\$8,408	\$8,828	\$9,269	\$9,732	\$10,219	\$10,730	Monthly
				\$96,096	\$100,896	\$105,936	\$111,228	\$116,784	\$122,628	\$128,760	Annual
				\$46.20	\$48.51	\$50.93	\$53.48	\$56.15	\$58.96	\$61.90	Hourly
0231	Public Safety Dispatcher	CMC	616	\$6,161	\$6,469	\$6,792	\$7,132	\$7,489	\$7,863	\$8,256	Monthly
				\$73,932	\$77,628	\$81,504	\$85,584	\$89,868	\$94,356	\$99,072	Annual
				\$35.54	\$37.32	\$39.18	\$41.15	\$43.21	\$45.36	\$47.63	Hourly
0468	Range Master	CMC	855	\$6,434	\$6,756	\$7,094	\$7,449	\$7,821	\$8,212	\$8,623	Monthly
				\$77,208	\$81,072	\$85,128	\$89,388	\$93,852	\$98,544	\$103,477	Annual
				\$37.12	\$38.98	\$40.93	\$42.98	\$45.12	\$47.38	\$49.75	Hourly
0290	Recreation Coordinator	CMC	583	\$6,111	\$6,417	\$6,738	\$7,075	\$7,429	\$7,800	\$8,190	Monthly
				\$73,332	\$77,004	\$80,856	\$84,900	\$89,148	\$93,600	\$98,280	Annual
				\$35.26	\$37.02	\$38.87	\$40.82	\$42.86	\$45.00	\$47.25	Hourly
0508	Recreation Specialist	CMC	890	\$5,010	\$5,260	\$5,523	\$5,799	\$6,089	\$6,393	\$6,713	Monthly
				\$60,120	\$63,120	\$66,276	\$69,588	\$73,068	\$76,716	\$80,556	Annual
				\$28.90	\$30.35	\$31.86	\$33.46	\$35.13	\$36.88	\$38.73	Hourly
0301	Recreation Supervisor	CMC	625	\$7,455	\$7,828	\$8,219	\$8,630	\$9,062	\$9,515	\$9,991	Monthly
				\$89,460	\$93,936	\$98,628	\$103,560	\$108,744	\$114,180	\$119,892	Annual
				\$43.01	\$45.16	\$47.42	\$49.79	\$52.28	\$54.89	\$57.64	Hourly
0067	Senior Accountant	CMC	663	\$7,905	\$8,300	\$8,715	\$9,151	\$9,609	\$10,089	\$10,593	Monthly
				\$94,860	\$99,600	\$104,580	\$109,812	\$115,308	\$121,068	\$127,116	Annual
				\$45.61	\$47.88	\$50.28	\$52.79	\$55.44	\$58.21	\$61.11	Hourly
0119	Senior Code Enforcement Officer	CMC	896	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	\$8,962	\$9,410	Monthly
				\$84,264	\$88,476	\$92,904	\$97,548	\$102,420	\$107,544	\$112,920	Annual
				\$40.51	\$42.54	\$44.67	\$46.90	\$49.24	\$51.70	\$54.29	Hourly
0139	Senior Combination Inspector	CMC	874	\$8,059	\$8,462	\$8,885	\$9,329	\$9,795	\$10,285	\$10,799	Monthly
				\$96,708	\$101,544	\$106,620	\$111,948	\$117,540	\$123,420	\$129,588	Annual
				\$46.49	\$48.82	\$51.26	\$53.82	\$56.51	\$59.34	\$62.30	Hourly
0233	Senior Communications Supervisor	CMC	667	\$8,924	\$9,370	\$9,838	\$10,330	\$10,847	\$11,389	\$11,958	Monthly
				\$107,088	\$112,440	\$118,056	\$123,960	\$130,164	\$136,668	\$143,496	Annual
				\$51.48	\$54.06	\$56.76	\$59.60	\$62.58	\$65.71	\$68.99	Hourly
0136	Senior Electrical Inspector	CMC	873	\$6,978	\$7,327	\$7,693	\$8,078	\$8,482	\$8,906	\$9,351	Monthly
				\$83,736	\$87,924	\$92,316	\$96,936	\$101,784	\$106,872	\$112,212	Annual
				\$40.26	\$42.27	\$44.38	\$46.60	\$48.93	\$51.38	\$53.95	Hourly
0105	Senior Engineer	CMC	884	\$10,240	\$10,752	\$11,290	\$11,855	\$12,448	\$13,070	\$13,724	Monthly
				\$122,880	\$129,024	\$135,480	\$142,260	\$149,376	\$156,840	\$164,688	Annual
				\$59.08	\$62.03	\$65.13	\$68.39	\$71.82	\$75.40	\$79.18	Hourly
0432	Senior Lead Maintenance Worker	CMC	871	\$7,095	\$7,450	\$7,822	\$8,213	\$8,624	\$9,055	\$9,508	Monthly
				\$85,140	\$89,400	\$93,864	\$98,556	\$103,488	\$108,660	\$114,096	Annual
				\$40.93	\$42.98	\$45.13	\$47.38	\$49.75	\$52.24	\$54.85	Hourly
0433	Senior Maintenance Technician	CMC	597	\$5,198	\$5,458	\$5,731	\$6,018	\$6,319	\$6,635	\$6,967	Monthly
				\$62,376	\$65,496	\$68,772	\$72,216	\$75,828	\$79,620	\$83,604	Annual
				\$29.99	\$31.49	\$33.06	\$34.72	\$36.46	\$38.28	\$40.19	Hourly

Attachment 6

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0404	Senior Maintenance Worker	CMC	587	\$5,362	\$5,630	\$5,912	\$6,208	\$6,518	\$6,844	\$7,186	Monthly
				\$64,344	\$67,560	\$70,944	\$74,496	\$78,216	\$82,128	\$86,232	Annual
				\$30.93	\$32.48	\$34.11	\$35.82	\$37.60	\$39.48	\$41.46	Hourly
0244	Senior Management Analyst	CMC	895	\$8,380	\$8,799	\$9,239	\$9,701	\$10,186	\$10,695	\$11,230	Monthly
				\$100,560	\$105,588	\$110,868	\$116,412	\$122,232	\$128,340	\$134,760	Annual
				\$48.35	\$50.76	\$53.30	\$55.97	\$58.77	\$61.70	\$64.79	Hourly
0153	Senior Planner	CMC	878	\$9,073	\$9,527	\$10,003	\$10,503	\$11,028	\$11,579	\$12,158	Monthly
				\$108,876	\$114,324	\$120,036	\$126,036	\$132,336	\$138,948	\$145,896	Annual
				\$52.34	\$54.96	\$57.71	\$60.59	\$63.62	\$66.80	\$70.14	Hourly
0011	Senior Police Records Technician	CMC	561	\$5,043	\$5,295	\$5,560	\$5,838	\$6,130	\$6,436	\$6,758	Monthly
				\$60,516	\$63,540	\$66,720	\$70,056	\$73,560	\$77,232	\$81,096	Annual
				\$29.09	\$30.55	\$32.08	\$33.68	\$35.37	\$37.13	\$38.99	Hourly
0048	Senior Programmer Analyst	CMC	710	\$9,959	\$10,457	\$10,980	\$11,529	\$12,105	\$12,710	\$13,346	Monthly
				\$119,508	\$125,484	\$131,760	\$138,348	\$145,260	\$152,520	\$160,152	Annual
				\$57.46	\$60.33	\$63.35	\$66.51	\$69.84	\$73.33	\$77.00	Hourly
0238	Senior Public Safety Dispatcher	CMC	630	\$6,621	\$6,952	\$7,300	\$7,665	\$8,048	\$8,450	\$8,873	Monthly
				\$79,452	\$83,424	\$87,600	\$91,980	\$96,576	\$101,400	\$106,476	Annual
				\$38.20	\$40.11	\$42.12	\$44.22	\$46.43	\$48.75	\$51.19	Hourly
0302	Senior Recreation Supervisor	CMC	666	\$8,202	\$8,612	\$9,043	\$9,495	\$9,970	\$10,468	\$10,991	Monthly
				\$98,424	\$103,344	\$108,516	\$113,940	\$119,640	\$125,616	\$131,892	Annual
				\$47.32	\$49.68	\$52.17	\$54.78	\$57.52	\$60.39	\$63.41	Hourly
0050	Storekeeper	CMC	588	\$4,933	\$5,180	\$5,439	\$5,711	\$5,997	\$6,297	\$6,612	Monthly
				\$59,196	\$62,160	\$65,268	\$68,532	\$71,964	\$75,564	\$79,344	Annual
				\$28.46	\$29.88	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	Hourly
0089	Tax Auditing Specialist	CMC	865	\$6,375	\$6,694	\$7,029	\$7,380	\$7,749	\$8,136	\$8,543	Monthly
				\$76,500	\$80,328	\$84,348	\$88,560	\$92,988	\$97,632	\$102,516	Annual
				\$36.78	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	Hourly
0064	Treasury Specialist	CMC	639	\$6,375	\$6,694	\$7,029	\$7,380	\$7,749	\$8,136	\$8,543	Monthly
				\$76,500	\$80,328	\$84,348	\$88,560	\$92,988	\$97,632	\$102,516	Annual
				\$36.78	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	Hourly
0240	Video Production Coordinator	CMC	657	\$7,451	\$7,824	\$8,215	\$8,626	\$9,057	\$9,510	\$9,985	Monthly
				\$89,412	\$93,888	\$98,580	\$103,512	\$108,684	\$114,120	\$119,820	Annual
				\$42.99	\$45.14	\$47.39	\$49.77	\$52.25	\$54.87	\$57.61	Hourly
0038	Website Coordinator	CMC	849	\$4,879	\$5,123	\$5,379	\$5,648	\$5,930	\$6,227	\$6,538	Monthly
				\$58,548	\$61,476	\$64,548	\$67,776	\$71,160	\$74,724	\$78,456	Annual
				\$28.15	\$29.56	\$31.03	\$32.58	\$34.21	\$35.93	\$37.72	Hourly
0156	Zoning Administrator	CMC	727	\$9,566	\$10,044	\$10,546	\$11,073	\$11,627	\$12,208	\$12,818	Monthly
				\$114,792	\$120,528	\$126,552	\$132,876	\$139,524	\$146,496	\$153,816	Annual
				\$55.19	\$57.95	\$60.84	\$63.88	\$67.08	\$70.43	\$73.95	Hourly

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-22 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 18th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

RESOLUTION NO. 2025-23**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION PURSUANT TO THE 2025 AGREEMENT.**

WHEREAS, on June 17, 2025, the City Council adopted Resolution No. 2025-22 revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association; and

WHEREAS, the City Council desires to repeal and replace Resolution 2025-22 as of December 27, 2025, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes January 1, 2026. The monthly rates of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0062	Accountant	CMC	644	\$7,330	\$7,697	\$8,082	\$8,486	\$8,910	\$9,356	\$9,824	Monthly
				\$87,960	\$92,364	\$96,984	\$101,832	\$106,920	\$112,272	\$117,888	Annual
				\$42.29	\$44.41	\$46.63	\$48.96	\$51.40	\$53.98	\$56.68	Hourly
0061	Accounting Specialist I	CMC	577	\$4,632	\$4,864	\$5,107	\$5,362	\$5,630	\$5,912	\$6,208	Monthly
				\$55,584	\$58,368	\$61,284	\$64,344	\$67,560	\$70,944	\$74,496	Annual
				\$26.72	\$28.06	\$29.46	\$30.93	\$32.48	\$34.11	\$35.82	Hourly
0060	Accounting Specialist II	CMC	606	\$5,353	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832	\$7,174	Monthly
				\$64,236	\$67,452	\$70,824	\$74,364	\$78,084	\$81,984	\$86,088	Annual
				\$30.88	\$32.43	\$34.05	\$35.75	\$37.54	\$39.42	\$41.39	Hourly
0107	Active Transportation Coordinator	CMC	732	\$9,856	\$10,349	\$10,866	\$11,409	\$11,979	\$12,578	\$13,207	Monthly
				\$118,272	\$124,188	\$130,392	\$136,908	\$143,748	\$150,936	\$158,484	Annual
				\$56.86	\$59.71	\$62.69	\$65.82	\$69.11	\$72.57	\$76.19	Hourly
0013	Administrative Assistant	CMC	590	\$5,440	\$5,712	\$5,998	\$6,298	\$6,613	\$6,944	\$7,291	Monthly
				\$65,280	\$68,544	\$71,976	\$75,576	\$79,356	\$83,328	\$87,492	Annual
				\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	Hourly

Attachment 7

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0469	Animal Control Officer	CMC	617	\$6,067	\$6,370	\$6,688	\$7,022	\$7,373	\$7,742	\$8,129	Monthly
				\$72,804	\$76,440	\$80,256	\$84,264	\$88,476	\$92,904	\$97,548	Annual
				\$35.00	\$36.75	\$38.58	\$40.51	\$42.54	\$44.67	\$46.90	Hourly
0470	Animal Services Supervisor	CMC	734	\$9,101	\$9,556	\$10,034	\$10,536	\$11,063	\$11,616	\$12,197	Monthly
				\$109,212	\$114,672	\$120,408	\$126,432	\$132,756	\$139,392	\$146,364	Annual
				\$52.51	\$55.13	\$57.89	\$60.78	\$63.83	\$67.02	\$70.37	Hourly
0307	Arts Specialist	CMC	733	\$7,606	\$7,986	\$8,385	\$8,804	\$9,244	\$9,706	\$10,191	Monthly
				\$91,272	\$95,832	\$100,620	\$105,648	\$110,928	\$116,472	\$122,292	Annual
				\$43.88	\$46.07	\$48.38	\$50.79	\$53.33	\$56.00	\$58.79	Hourly
0106	Assistant City Engineer	CMC	726	\$12,013	\$12,614	\$13,245	\$13,907	\$14,602	\$15,332	\$16,099	Monthly
				\$144,156	\$151,368	\$158,940	\$166,884	\$175,224	\$183,984	\$193,188	Annual
				\$69.31	\$72.77	\$76.41	\$80.23	\$84.24	\$88.45	\$92.88	Hourly
0103	Assistant Engineer	CMC	672	\$7,576	\$7,955	\$8,353	\$8,771	\$9,210	\$9,670	\$10,153	Monthly
				\$90,912	\$95,460	\$100,236	\$105,252	\$110,520	\$116,040	\$121,836	Annual
				\$43.71	\$45.89	\$48.19	\$50.60	\$53.13	\$55.79	\$58.58	Hourly
0217	Assistant Fire Marshal	CMC	897	\$9,032	\$9,484	\$9,958	\$10,456	\$10,979	\$11,528	\$12,104	Monthly
				\$108,384	\$113,808	\$119,496	\$125,472	\$131,748	\$138,336	\$145,252	Annual
				\$52.11	\$54.72	\$57.45	\$60.32	\$63.34	\$66.51	\$69.83	Hourly
0151	Assistant Planner	CMC	889	\$6,998	\$7,348	\$7,715	\$8,101	\$8,506	\$8,931	\$9,378	Monthly
				\$83,976	\$88,176	\$92,580	\$97,212	\$102,072	\$107,172	\$112,536	Annual
				\$40.37	\$42.39	\$44.51	\$46.74	\$49.07	\$51.53	\$54.10	Hourly
0808	Assistant Storekeeper	CMC	571	\$4,624	\$4,855	\$5,098	\$5,353	\$5,621	\$5,902	\$6,197	Monthly
				\$55,488	\$58,260	\$61,176	\$64,236	\$67,452	\$70,824	\$74,364	Annual
				\$26.68	\$28.01	\$29.41	\$30.88	\$32.43	\$34.05	\$35.75	Hourly
0104	Associate Engineer	CMC	699	\$9,496	\$9,971	\$10,470	\$10,994	\$11,544	\$12,121	\$12,727	Monthly
				\$113,952	\$119,652	\$125,640	\$131,928	\$138,528	\$145,452	\$152,724	Annual
				\$54.78	\$57.53	\$60.40	\$63.43	\$66.60	\$69.93	\$73.43	Hourly
0152	Associate Planner	CMC	649	\$8,047	\$8,449	\$8,871	\$9,315	\$9,781	\$10,270	\$10,784	Monthly
				\$96,564	\$101,388	\$106,452	\$111,780	\$117,372	\$123,240	\$129,408	Annual
				\$46.43	\$48.74	\$51.18	\$53.74	\$56.43	\$59.25	\$62.22	Hourly
0132	Building Inspector I	CMC	643	\$7,116	\$7,472	\$7,846	\$8,238	\$8,650	\$9,082	\$9,536	Monthly
				\$85,392	\$89,664	\$94,152	\$98,856	\$103,800	\$108,984	\$114,432	Annual
				\$41.05	\$43.11	\$45.27	\$47.53	\$49.90	\$52.40	\$55.02	Hourly
0138	Building Inspector II	CMC	866	\$7,471	\$7,845	\$8,237	\$8,649	\$9,081	\$9,535	\$10,012	Monthly
				\$89,652	\$94,140	\$98,844	\$103,788	\$108,972	\$114,420	\$120,144	Annual
				\$43.10	\$45.26	\$47.52	\$49.90	\$52.39	\$55.01	\$57.76	Hourly
0130	Building Technician I	CMC	581	\$5,570	\$5,848	\$6,140	\$6,447	\$6,769	\$7,107	\$7,462	Monthly
				\$66,840	\$70,176	\$73,680	\$77,364	\$81,228	\$85,284	\$89,548	Annual
				\$32.13	\$33.74	\$35.42	\$37.19	\$39.05	\$41.00	\$43.05	Hourly
0131	Building Technician II	CMC	613	\$6,534	\$6,861	\$7,204	\$7,564	\$7,942	\$8,339	\$8,756	Monthly
				\$78,408	\$82,332	\$86,448	\$90,768	\$95,304	\$100,068	\$105,068	Annual
				\$37.70	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.51	Hourly
Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	

Attachment 7

0088	Business License Inspector	CMC	850	\$5,355 \$64,260 \$30.89	\$5,623 \$67,476 \$32.44	\$5,904 \$70,848 \$34.06	\$6,199 \$74,388 \$35.76	\$6,509 \$78,108 \$37.55	\$6,834 \$82,008 \$39.43	\$7,176 \$86,112 \$41.40	Monthly Annual Hourly
0051	Buyer	CMC	857	\$6,115 \$73,380 \$35.28	\$6,421 \$77,052 \$37.04	\$6,742 \$80,904 \$38.90	\$7,079 \$84,948 \$40.84	\$7,433 \$89,196 \$42.88	\$7,805 \$93,660 \$45.03	\$8,195 \$98,340 \$47.28	Monthly Annual Hourly
0035	Central Services Supervisor	CMC	655	\$6,718 \$80,616 \$38.76	\$7,054 \$84,648 \$40.70	\$7,407 \$88,884 \$42.73	\$7,777 \$93,324 \$44.87	\$8,166 \$97,992 \$47.11	\$8,574 \$102,888 \$49.47	\$9,003 \$108,036 \$51.94	Monthly Annual Hourly
0123	Chief Construction Inspector	CMC	662	\$7,081 \$84,972 \$40.85	\$7,435 \$89,220 \$42.89	\$7,807 \$93,684 \$45.04	\$8,197 \$98,364 \$47.29	\$8,607 \$103,284 \$49.66	\$9,037 \$108,444 \$52.14	\$9,489 \$113,868 \$54.74	Monthly Annual Hourly
0110	Chief Plans Examiner	CMC	718	\$10,742 \$128,904 \$61.97	\$11,279 \$135,348 \$65.07	\$11,843 \$142,116 \$68.33	\$12,435 \$149,220 \$71.74	\$13,057 \$156,684 \$75.33	\$13,710 \$164,520 \$79.10	\$14,395 \$172,740 \$83.05	Monthly Annual Hourly
0126	Chief of Code Enforcement	CMC	664	\$8,051 \$96,612 \$46.45	\$8,454 \$101,448 \$48.77	\$8,877 \$106,524 \$51.21	\$9,321 \$111,852 \$53.78	\$9,787 \$117,444 \$56.46	\$10,276 \$123,312 \$59.28	\$10,790 \$129,480 \$62.25	Monthly Annual Hourly
0128	Chief of Inspection	CMC	681	\$9,042 \$108,504 \$52.17	\$9,494 \$113,928 \$54.77	\$9,969 \$119,628 \$57.51	\$10,467 \$125,604 \$60.39	\$10,990 \$131,880 \$63.40	\$11,539 \$138,468 \$66.57	\$12,116 \$145,392 \$69.90	Monthly Annual Hourly
0466	Civilian Investigator	CMC	628	\$6,289 \$75,468 \$36.28	\$6,603 \$79,236 \$38.09	\$6,933 \$83,196 \$40.00	\$7,280 \$87,360 \$42.00	\$7,644 \$91,728 \$44.10	\$8,026 \$96,312 \$46.30	\$8,427 \$101,124 \$48.62	Monthly Annual Hourly
0125	Code Enforcement Officer I	CMC	449	\$5,916 \$70,992 \$34.13	\$6,212 \$74,544 \$35.84	\$6,523 \$78,276 \$37.63	\$6,849 \$82,188 \$39.51	\$7,191 \$86,292 \$41.49	\$7,551 \$90,612 \$43.56	\$7,929 \$95,148 \$45.74	Monthly Annual Hourly
0120	Code Enforcement Officer II	CMC	626	\$6,666 \$79,992 \$38.46	\$6,999 \$83,988 \$40.38	\$7,349 \$88,188 \$42.40	\$7,716 \$92,592 \$44.52	\$8,102 \$97,224 \$46.74	\$8,507 \$102,084 \$49.08	\$8,932 \$107,184 \$51.53	Monthly Annual Hourly
0430	Communications Installer	CMC	858	\$5,783 \$69,396 \$33.36	\$6,072 \$72,864 \$35.03	\$6,376 \$76,512 \$36.78	\$6,695 \$80,340 \$38.63	\$7,030 \$84,360 \$40.56	\$7,382 \$88,584 \$42.59	\$7,751 \$93,012 \$44.72	Monthly Annual Hourly
0611	Community Outreach Supervisor	CMC	900	\$7,334 \$88,008 \$42.31	\$7,701 \$92,412 \$44.43	\$8,086 \$97,032 \$46.65	\$8,490 \$101,880 \$48.98	\$8,914 \$106,968 \$51.43	\$9,360 \$112,320 \$54.00	\$9,828 \$117,936 \$56.70	Monthly Annual Hourly
0610	Community Outreach Worker	CMC	893	\$5,603 \$67,236 \$32.33	\$5,883 \$70,596 \$33.94	\$6,177 \$74,124 \$35.64	\$6,486 \$77,832 \$37.42	\$6,810 \$81,720 \$39.29	\$7,150 \$85,800 \$41.25	\$7,508 \$90,096 \$43.32	Monthly Annual Hourly
0703	Community Services Specialist	CMC	582	\$5,571 \$66,852 \$32.14	\$5,850 \$70,200 \$33.75	\$6,143 \$73,716 \$35.44	\$6,450 \$77,400 \$37.21	\$6,773 \$81,276 \$39.08	\$7,112 \$85,344 \$41.03	\$7,468 \$89,616 \$43.08	Monthly Annual Hourly

Attachment 7

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0801	Computer Programmer	CMC	616	\$6,284	\$6,598	\$6,928	\$7,274	\$7,638	\$8,020	\$8,421	Monthly
				\$75,408	\$79,176	\$83,136	\$87,288	\$91,656	\$96,240	\$101,052	Annual
				\$36.25	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27	\$48.58	Hourly
0121	Construction Inspector	CMC	867	\$7,230	\$7,592	\$7,972	\$8,371	\$8,790	\$9,230	\$9,692	Monthly
				\$86,760	\$91,104	\$95,664	\$100,452	\$105,480	\$110,760	\$116,304	Annual
				\$41.71	\$43.80	\$45.99	\$48.29	\$50.71	\$53.25	\$55.92	Hourly
0100	Contract Administrator	CMC	691	\$8,330	\$8,746	\$9,183	\$9,642	\$10,124	\$10,630	\$11,162	Monthly
				\$99,960	\$104,952	\$110,196	\$115,704	\$121,488	\$127,560	\$133,944	Annual
				\$48.06	\$50.46	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40	Hourly
0706	Court Liaison	CMC	854	\$6,067	\$6,370	\$6,688	\$7,022	\$7,373	\$7,742	\$8,129	Monthly
				\$72,804	\$76,440	\$80,256	\$84,264	\$88,476	\$92,904	\$97,548	Annual
				\$35.00	\$36.75	\$38.58	\$40.51	\$42.54	\$44.67	\$46.90	Hourly
0099	Crime Analyst	CMC	859	\$7,043	\$7,395	\$7,765	\$8,153	\$8,561	\$8,989	\$9,438	Monthly
				\$84,516	\$88,740	\$93,180	\$97,836	\$102,732	\$107,868	\$113,256	Annual
				\$40.63	\$42.66	\$44.80	\$47.04	\$49.39	\$51.86	\$54.45	Hourly
0467	Crime Prevention Specialist	CMC	852	\$7,116	\$7,472	\$7,846	\$8,238	\$8,650	\$9,082	\$9,536	Monthly
				\$85,392	\$89,664	\$94,152	\$98,856	\$103,800	\$108,984	\$114,432	Annual
				\$41.05	\$43.11	\$45.27	\$47.53	\$49.90	\$52.40	\$55.02	Hourly
0189	Crime Scene Investigation Supervisor	CMC	050	\$9,101	\$9,556	\$10,034	\$10,536	\$11,063	\$11,616	\$12,197	Monthly
				\$109,212	\$114,672	\$120,408	\$126,432	\$132,756	\$139,392	\$146,364	Annual
				\$52.51	\$55.13	\$57.89	\$60.78	\$63.83	\$67.02	\$70.37	Hourly
0465	Crime Scene Investigator	CMC	638	\$6,534	\$6,861	\$7,204	\$7,564	\$7,942	\$8,339	\$8,756	Monthly
				\$78,408	\$82,332	\$86,448	\$90,768	\$95,304	\$100,068	\$105,072	Annual
				\$37.70	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52	Hourly
0705	Custody Officer	CMC	854	\$6,067	\$6,370	\$6,688	\$7,022	\$7,373	\$7,742	\$8,129	Monthly
				\$72,804	\$76,440	\$80,256	\$84,264	\$88,476	\$92,904	\$97,548	Annual
				\$35.00	\$36.75	\$38.58	\$40.51	\$42.54	\$44.67	\$46.90	Hourly
0190	Custody Supervisor	CMC	612	\$9,101	\$9,556	\$10,034	\$10,536	\$11,063	\$11,616	\$12,197	Monthly
				\$109,212	\$114,672	\$120,408	\$126,432	\$132,756	\$139,392	\$146,364	Annual
				\$52.51	\$55.13	\$57.89	\$60.78	\$63.83	\$67.02	\$70.37	Hourly
0037	Cyber Security Analyst	CMC	735	\$10,159	\$10,667	\$11,200	\$11,760	\$12,348	\$12,965	\$13,613	Monthly
				\$121,908	\$128,004	\$134,400	\$141,120	\$148,176	\$155,580	\$163,356	Annual
				\$58.61	\$61.54	\$64.62	\$67.85	\$71.24	\$74.80	\$78.54	Hourly
0149	Economic Development Administrator	CMC	898	\$10,642	\$11,174	\$11,733	\$12,320	\$12,936	\$13,583	\$14,262	Monthly
				\$127,704	\$134,088	\$140,796	\$147,840	\$155,232	\$162,996	\$171,144	Annual
				\$61.40	\$64.47	\$67.69	\$71.08	\$74.63	\$78.36	\$82.28	Hourly
0134	Electrical Inspector	CMC	868	\$6,442	\$6,764	\$7,102	\$7,457	\$7,830	\$8,221	\$8,632	Monthly
				\$77,304	\$81,168	\$85,224	\$89,484	\$93,960	\$98,652	\$103,584	Annual
				\$37.17	\$39.02	\$40.97	\$43.02	\$45.17	\$47.43	\$49.80	Hourly
0431	Electronics Technician	CMC	875	\$7,199	\$7,559	\$7,937	\$8,334	\$8,751	\$9,189	\$9,648	Monthly
				\$86,388	\$90,708	\$95,244	\$100,008	\$105,012	\$110,268	\$115,776	Annual
				\$41.53	\$43.61	\$45.79	\$48.08	\$50.49	\$53.01	\$55.66	Hourly
Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	

Attachment 7

0221	Emergency Medical Services Coordinator	CMC	706	\$8,925 \$107,100 \$51.49	\$9,371 \$112,452 \$54.06	\$9,840 \$118,080 \$56.77	\$10,332 \$123,984 \$59.61	\$10,849 \$130,188 \$62.59	\$11,391 \$136,692 \$65.72	\$11,961 \$143,532 \$69.01	Monthly Annual Hourly
0096	Emergency Services Administrator	CMC	053	\$9,786 \$117,432 \$56.46	\$10,275 \$123,300 \$59.28	\$10,789 \$129,468 \$62.24	\$11,328 \$135,936 \$65.35	\$11,894 \$142,728 \$68.62	\$12,489 \$149,868 \$72.05	\$13,113 \$157,356 \$75.65	Monthly Annual Hourly
0234	Emergency Services Training Specialist	CMC	860	\$6,050 \$72,600 \$34.90	\$6,352 \$76,224 \$36.65	\$6,670 \$80,040 \$38.48	\$7,003 \$84,036 \$40.40	\$7,353 \$88,236 \$42.42	\$7,721 \$92,652 \$44.54	\$8,107 \$97,284 \$46.77	Monthly Annual Hourly
0101	Engineering Technician I	CMC	591	\$5,659 \$67,908 \$32.65	\$5,942 \$71,304 \$34.28	\$6,239 \$74,868 \$35.99	\$6,551 \$78,612 \$37.79	\$6,879 \$82,548 \$39.69	\$7,223 \$86,676 \$41.67	\$7,584 \$91,008 \$43.75	Monthly Annual Hourly
0102	Engineering Technician II	CMC	853	\$6,316 \$75,792 \$36.44	\$6,632 \$79,584 \$38.26	\$6,964 \$83,568 \$40.18	\$7,312 \$87,744 \$42.18	\$7,678 \$92,136 \$44.30	\$8,062 \$96,744 \$46.51	\$8,465 \$101,580 \$48.84	Monthly Annual Hourly
0116	Engineering Technician III	CMC	632	\$6,943 \$83,316 \$40.06	\$7,290 \$87,480 \$42.06	\$7,654 \$91,848 \$44.16	\$8,037 \$96,444 \$46.37	\$8,439 \$101,268 \$48.69	\$8,861 \$106,332 \$51.12	\$9,304 \$111,648 \$53.68	Monthly Annual Hourly
0440	Equipment Mechanic I	CMC	570	\$5,057 \$60,684 \$29.18	\$5,310 \$63,720 \$30.63	\$5,576 \$66,912 \$32.17	\$5,855 \$70,260 \$33.78	\$6,148 \$73,776 \$35.47	\$6,455 \$77,460 \$37.24	\$6,778 \$81,336 \$39.10	Monthly Annual Hourly
0441	Equipment Mechanic II	CMC	851	\$6,053 \$72,636 \$34.92	\$6,356 \$76,272 \$36.67	\$6,674 \$80,088 \$38.50	\$7,008 \$84,096 \$40.43	\$7,358 \$88,296 \$42.45	\$7,726 \$92,712 \$44.57	\$8,112 \$97,344 \$46.80	Monthly Annual Hourly
0445	Equipment Mechanic III	CMC	856	\$6,523 \$78,276 \$37.63	\$6,849 \$82,188 \$39.51	\$7,191 \$86,292 \$41.49	\$7,551 \$90,612 \$43.56	\$7,929 \$95,148 \$45.74	\$8,325 \$99,900 \$48.03	\$8,741 \$104,892 \$50.43	Monthly Annual Hourly
0014	Executive Assistant	CMC	609	\$5,985 \$71,820 \$34.53	\$6,284 \$75,408 \$36.25	\$6,598 \$79,176 \$38.07	\$6,928 \$83,136 \$39.97	\$7,274 \$87,288 \$41.97	\$7,638 \$91,656 \$44.07	\$8,020 \$96,240 \$46.27	Monthly Annual Hourly
0407	Facilities Maintenance Technician	CMC	589	\$5,655 \$67,860 \$32.63	\$5,938 \$71,256 \$34.26	\$6,235 \$74,820 \$35.97	\$6,547 \$78,564 \$37.77	\$6,874 \$82,488 \$39.66	\$7,218 \$86,616 \$41.64	\$7,579 \$90,948 \$43.73	Monthly Annual Hourly
0304	Fairview Park Administrator	CMC	887	\$10,445 \$125,340 \$60.26	\$10,967 \$131,604 \$63.27	\$11,515 \$138,180 \$66.43	\$12,091 \$145,092 \$69.76	\$12,696 \$152,352 \$73.25	\$13,331 \$159,972 \$76.91	\$13,998 \$167,976 \$80.76	Monthly Annual Hourly
0172	Finance Officer	CMC	448	\$9,782 \$117,384 \$56.43	\$10,271 \$123,252 \$59.26	\$10,785 \$129,420 \$62.22	\$11,324 \$135,888 \$65.33	\$11,890 \$142,680 \$68.60	\$12,484 \$149,808 \$72.02	\$13,108 \$157,296 \$75.62	Monthly Annual Hourly
0057	Financial Analyst	CMC	899	\$8,893 \$106,716 \$51.31	\$9,338 \$112,056 \$53.87	\$9,805 \$117,660 \$56.57	\$10,295 \$123,540 \$59.39	\$10,810 \$129,720 \$62.37	\$11,350 \$136,200 \$65.48	\$11,917 \$143,004 \$68.75	Monthly Annual Hourly

Attachment 7

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0218	Fire Protection Analyst	CMC	876	\$7,533 \$90,396 \$43.46	\$7,910 \$94,920 \$45.63	\$8,305 \$99,660 \$47.91	\$8,720 \$104,640 \$50.31	\$9,156 \$109,872 \$52.82	\$9,614 \$115,368 \$55.47	\$10,095 \$121,140 \$58.24	Monthly Annual Hourly
0215	Fire Protection Specialist	CMC	861	\$7,116 \$85,392 \$41.05	\$7,472 \$89,664 \$43.11	\$7,846 \$94,152 \$45.27	\$8,238 \$98,856 \$47.53	\$8,650 \$103,800 \$49.90	\$9,082 \$108,984 \$52.40	\$9,536 \$114,432 \$55.02	Monthly Annual Hourly
0065	Grant Administrator	CMC	877	\$7,825 \$93,900 \$45.14	\$8,216 \$98,592 \$47.40	\$8,627 \$103,524 \$49.77	\$9,058 \$108,696 \$52.26	\$9,511 \$114,132 \$54.87	\$9,987 \$119,844 \$57.62	\$10,486 \$125,832 \$60.50	Monthly Annual Hourly
0029	Graphics Designer	CMC	610	\$5,800 \$69,600 \$33.46	\$6,090 \$73,080 \$35.13	\$6,394 \$76,728 \$36.89	\$6,714 \$80,568 \$38.73	\$7,050 \$84,600 \$40.67	\$7,403 \$88,836 \$42.71	\$7,773 \$93,281 \$44.85	Monthly Annual Hourly
0446	Lead Equipment Mechanic	CMC	869	\$7,354 \$88,248 \$42.43	\$7,722 \$92,664 \$44.55	\$8,108 \$97,296 \$46.78	\$8,513 \$102,156 \$49.11	\$8,939 \$107,268 \$51.57	\$9,386 \$112,632 \$54.15	\$9,855 \$118,260 \$56.86	Monthly Annual Hourly
0409	Lead Facilities Maintenance Technician	CMC	863	\$6,645 \$79,740 \$38.34	\$6,977 \$83,724 \$40.25	\$7,326 \$87,912 \$42.27	\$7,692 \$92,304 \$44.38	\$8,077 \$96,924 \$46.60	\$8,481 \$101,772 \$48.93	\$8,905 \$106,860 \$51.38	Monthly Annual Hourly
0405	Lead Maintenance Worker	CMC	864	\$6,645 \$79,740 \$38.34	\$6,977 \$83,724 \$40.25	\$7,326 \$87,912 \$42.27	\$7,692 \$92,304 \$44.38	\$8,077 \$96,924 \$46.60	\$8,481 \$101,772 \$48.93	\$8,905 \$106,860 \$51.38	Monthly Annual Hourly
0402	Maintenance Assistant	CMC	550	\$4,550 \$54,600 \$26.25	\$4,777 \$57,324 \$27.56	\$5,016 \$60,192 \$28.94	\$5,267 \$63,204 \$30.39	\$5,530 \$66,360 \$31.90	\$5,806 \$69,672 \$33.50	\$6,096 \$73,152 \$35.17	Monthly Annual Hourly
0412	Maintenance Superintendent	CMC	881	\$9,864 \$118,368 \$56.91	\$10,357 \$124,284 \$59.75	\$10,875 \$130,500 \$62.74	\$11,419 \$137,028 \$65.88	\$11,990 \$143,880 \$69.17	\$12,589 \$151,068 \$72.63	\$13,218 \$158,616 \$76.26	Monthly Annual Hourly
0406	Maintenance Supervisor	CMC	670	\$8,167 \$98,004 \$47.12	\$8,575 \$102,900 \$49.47	\$9,004 \$108,048 \$51.95	\$9,454 \$113,448 \$54.54	\$9,927 \$119,124 \$57.27	\$10,423 \$125,076 \$60.13	\$10,944 \$131,328 \$63.14	Monthly Annual Hourly
0403	Maintenance Worker	CMC	846	\$5,026 \$60,312 \$29.00	\$5,277 \$63,324 \$30.44	\$5,541 \$66,492 \$31.97	\$5,818 \$69,816 \$33.57	\$6,109 \$73,308 \$35.24	\$6,414 \$76,968 \$37.00	\$6,735 \$80,820 \$38.86	Monthly Annual Hourly
0243	Management Aide	CMC	892	\$6,649 \$79,788 \$38.36	\$6,981 \$83,772 \$40.28	\$7,330 \$87,960 \$42.29	\$7,697 \$92,364 \$44.41	\$8,082 \$96,984 \$46.63	\$8,486 \$101,832 \$48.96	\$8,910 \$106,920 \$51.40	Monthly Annual Hourly
0074	Management Analyst	CMC	872	\$7,646 \$91,752 \$44.11	\$8,028 \$96,336 \$46.32	\$8,429 \$101,148 \$48.63	\$8,850 \$106,200 \$51.06	\$9,293 \$111,516 \$53.61	\$9,758 \$117,096 \$56.30	\$10,246 \$122,952 \$59.11	Monthly Annual Hourly
0001	Messenger	CMC	501	\$4,201 \$50,412 \$24.24	\$4,411 \$52,932 \$25.45	\$4,632 \$55,584 \$26.72	\$4,864 \$58,368 \$28.06	\$5,107 \$61,284 \$29.46	\$5,362 \$64,344 \$30.93	\$5,630 \$67,560 \$32.48	Monthly Annual Hourly
Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	

Attachment 7

0241	Multimedia Specialist	CMC	885	\$6,957 \$83,484 \$40.14	\$7,305 \$87,660 \$42.14	\$7,670 \$92,040 \$44.25	\$8,053 \$96,636 \$46.46	\$8,456 \$101,472 \$48.78	\$8,879 \$106,548 \$51.23	\$9,323 \$111,874 \$53.79	Monthly Annual Hourly
0041	Network Systems Administrator	CMC	631	\$8,731 \$104,772 \$50.37	\$9,168 \$110,016 \$52.89	\$9,626 \$115,512 \$55.53	\$10,107 \$121,284 \$58.31	\$10,612 \$127,344 \$61.22	\$11,143 \$133,716 \$64.29	\$11,700 \$140,400 \$67.50	Monthly Annual Hourly
0006	Office Coordinator	CMC	848	\$5,055 \$60,660 \$29.16	\$5,308 \$63,696 \$30.62	\$5,573 \$66,876 \$32.15	\$5,852 \$70,224 \$33.76	\$6,145 \$73,740 \$35.45	\$6,452 \$77,424 \$37.22	\$6,775 \$81,300 \$39.09	Monthly Annual Hourly
0003	Office Specialist	CMC	525	\$3,959 \$47,508 \$22.84	\$4,157 \$49,884 \$23.98	\$4,365 \$52,380 \$25.18	\$4,583 \$54,996 \$26.44	\$4,812 \$57,744 \$27.76	\$5,053 \$60,636 \$29.15	\$5,306 \$63,672 \$30.61	Monthly Annual Hourly
0004	Office Specialist I	CMC	545	\$4,377 \$52,524 \$25.25	\$4,596 \$55,152 \$26.52	\$4,826 \$57,912 \$27.84	\$5,067 \$60,804 \$29.23	\$5,320 \$63,840 \$30.69	\$5,586 \$67,032 \$32.23	\$5,865 \$70,380 \$33.84	Monthly Annual Hourly
0005	Office Specialist II	CMC	845	\$4,716 \$56,592 \$27.21	\$4,952 \$59,424 \$28.57	\$5,200 \$62,400 \$30.00	\$5,460 \$65,520 \$31.50	\$5,733 \$68,796 \$33.08	\$6,020 \$72,240 \$34.73	\$6,321 \$75,852 \$36.47	Monthly Annual Hourly
0031	Offset Press Operator I	CMC	847	\$4,690 \$56,280 \$27.06	\$4,924 \$59,088 \$28.41	\$5,170 \$62,040 \$29.83	\$5,429 \$65,148 \$31.32	\$5,700 \$68,400 \$32.88	\$5,985 \$71,820 \$34.53	\$6,284 \$75,408 \$36.25	Monthly Annual Hourly
0034	Offset Press Operator II	CMC	595	\$4,977 \$59,724 \$28.71	\$5,226 \$62,712 \$30.15	\$5,487 \$65,844 \$31.66	\$5,761 \$69,132 \$33.24	\$6,049 \$72,588 \$34.90	\$6,351 \$76,212 \$36.64	\$6,669 \$80,028 \$38.48	Monthly Annual Hourly
0521	Park Ranger	CMC	725	\$5,603 \$67,236 \$32.33	\$5,883 \$70,596 \$33.94	\$6,177 \$74,124 \$35.64	\$6,486 \$77,832 \$37.42	\$6,810 \$81,720 \$39.29	\$7,150 \$85,800 \$41.25	\$7,508 \$90,096 \$43.32	Monthly Annual Hourly
0028	Permit Processing Specialist	CMC	569	\$4,570 \$54,840 \$26.37	\$4,798 \$57,576 \$27.68	\$5,038 \$60,456 \$29.07	\$5,290 \$63,480 \$30.52	\$5,554 \$66,648 \$32.04	\$5,832 \$69,984 \$33.65	\$6,124 \$73,488 \$35.33	Monthly Annual Hourly
0039	Personal Computer/Network Asst	CMC	849	\$4,977 \$59,724 \$28.71	\$5,226 \$62,712 \$30.15	\$5,487 \$65,844 \$31.66	\$5,761 \$69,132 \$33.24	\$6,049 \$72,588 \$34.90	\$6,351 \$76,212 \$36.64	\$6,669 \$80,028 \$38.48	Monthly Annual Hourly
0109	Plan Check Engineer	CMC	883	\$9,856 \$118,272 \$56.86	\$10,349 \$124,188 \$59.71	\$10,866 \$130,392 \$62.69	\$11,409 \$136,908 \$65.82	\$11,979 \$143,748 \$69.11	\$12,578 \$150,936 \$72.57	\$13,207 \$158,484 \$76.19	Monthly Annual Hourly
0114	Plan Checker	CMC	886	\$8,569 \$102,828 \$49.44	\$8,997 \$107,964 \$51.91	\$9,447 \$113,364 \$54.50	\$9,919 \$119,028 \$57.23	\$10,415 \$124,980 \$60.09	\$10,936 \$131,232 \$63.09	\$11,483 \$137,796 \$66.25	Monthly Annual Hourly
0095	Police Records Administrator	CMC	052	\$9,786 \$117,432 \$56.46	\$10,275 \$123,300 \$59.28	\$10,789 \$129,468 \$62.24	\$11,328 \$135,936 \$65.35	\$11,894 \$142,728 \$68.62	\$12,489 \$149,868 \$72.05	\$13,113 \$157,356 \$75.65	Monthly Annual Hourly
Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0461	Police Records Bureau Supervisor	CMC	842	\$9,101 \$109,212	\$9,556 \$114,672	\$10,034 \$120,408	\$10,536 \$126,432	\$11,063 \$132,756	\$11,616 \$139,392	\$12,197 \$146,364	Monthly Annual

Attachment 7

				\$52.51	\$55.13	\$57.89	\$60.78	\$63.83	\$67.02	\$70.37	Hourly
0012	Police Records Shift Supervisor	CMC	594	\$6,066 \$72,792 \$35.00	\$6,369 \$76,428 \$36.74	\$6,687 \$80,244 \$38.58	\$7,021 \$84,252 \$40.51	\$7,372 \$88,464 \$42.53	\$7,741 \$92,892 \$44.66	\$8,128 \$97,536 \$46.89	Monthly Annual Hourly
0010	Police Records Technician	CMC	546	\$4,774 \$57,288 \$27.54	\$5,013 \$60,156 \$28.92	\$5,264 \$63,168 \$30.37	\$5,527 \$66,324 \$31.89	\$5,803 \$69,636 \$33.48	\$6,093 \$73,116 \$35.15	\$6,398 \$76,776 \$36.91	Monthly Annual Hourly
0460	Police Training Administrator	CMC	844	\$9,786 \$117,432 \$56.46	\$10,275 \$123,300 \$59.28	\$10,789 \$129,468 \$62.24	\$11,328 \$135,936 \$65.35	\$11,894 \$142,728 \$68.62	\$12,489 \$149,868 \$72.05	\$13,113 \$157,356 \$75.65	Monthly Annual Hourly
0459	Police Training Assistant	CMC	862	\$6,505 \$78,060 \$37.53	\$6,830 \$81,960 \$39.40	\$7,171 \$86,052 \$41.37	\$7,530 \$90,360 \$43.44	\$7,907 \$94,884 \$45.62	\$8,302 \$99,624 \$47.90	\$8,717 \$104,604 \$50.29	Monthly Annual Hourly
0154	Principal Planner	CMC	704	\$10,642 \$127,704 \$61.40	\$11,174 \$134,088 \$64.47	\$11,733 \$140,796 \$67.69	\$12,320 \$147,840 \$71.08	\$12,936 \$155,232 \$74.63	\$13,583 \$162,996 \$78.36	\$14,262 \$171,144 \$82.28	Monthly Annual Hourly
0043	Programmer Analyst I	CMC	870	\$7,730 \$92,760 \$44.60	\$8,117 \$97,404 \$46.83	\$8,523 \$102,276 \$49.17	\$8,949 \$107,388 \$51.63	\$9,396 \$112,752 \$54.21	\$9,866 \$118,392 \$56.92	\$10,359 \$124,308 \$59.76	Monthly Annual Hourly
0044	Programmer Analyst II	CMC	692	\$9,277 \$111,324 \$53.52	\$9,741 \$116,892 \$56.20	\$10,228 \$122,736 \$59.01	\$10,739 \$128,868 \$61.96	\$11,276 \$135,312 \$65.05	\$11,840 \$142,080 \$68.31	\$12,432 \$149,184 \$71.72	Monthly Annual Hourly
0463	Property/Evidence Specialist	CMC	623	\$5,720 \$68,640 \$33.00	\$6,006 \$72,072 \$34.65	\$6,306 \$75,672 \$36.38	\$6,621 \$79,452 \$38.20	\$6,952 \$83,424 \$40.11	\$7,300 \$87,600 \$42.12	\$7,665 \$91,980 \$44.22	Monthly Annual Hourly
0462	Property/Evidence Supervisor	CMC	843	\$9,101 \$109,212 \$52.51	\$9,556 \$114,672 \$55.13	\$10,034 \$120,408 \$57.89	\$10,536 \$126,432 \$60.78	\$11,063 \$132,756 \$63.83	\$11,616 \$139,392 \$67.02	\$12,197 \$146,364 \$70.37	Monthly Annual Hourly
0124	Public Right of Way Coordinator	CMC	731	\$5,916 \$70,992 \$34.13	\$6,212 \$74,544 \$35.84	\$6,523 \$78,276 \$37.63	\$6,849 \$82,188 \$39.51	\$7,191 \$86,292 \$41.49	\$7,551 \$90,612 \$43.56	\$7,929 \$95,148 \$45.74	Monthly Annual Hourly
0232	Public Safety Dispatch Supervisor	CMC	645	\$8,168 \$98,016 \$47.12	\$8,576 \$102,912 \$49.48	\$9,005 \$108,060 \$51.95	\$9,455 \$113,460 \$54.55	\$9,928 \$119,136 \$57.28	\$10,424 \$125,088 \$60.14	\$10,945 \$131,340 \$63.14	Monthly Annual Hourly
0231	Public Safety Dispatcher	CMC	616	\$6,284 \$75,408 \$36.25	\$6,598 \$79,176 \$38.07	\$6,928 \$83,136 \$39.97	\$7,274 \$87,288 \$41.97	\$7,638 \$91,656 \$44.07	\$8,020 \$96,240 \$46.27	\$8,421 \$101,052 \$48.58	Monthly Annual Hourly
0468	Range Master	CMC	855	\$6,563 \$78,756 \$37.86	\$6,891 \$82,692 \$39.76	\$7,236 \$86,832 \$41.75	\$7,598 \$91,176 \$43.83	\$7,978 \$95,736 \$46.03	\$8,377 \$100,524 \$48.33	\$8,795 \$105,546 \$50.74	Monthly Annual Hourly

Attachment 7

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0290	Recreation Coordinator	CMC	583	\$6,233	\$6,545	\$6,872	\$7,216	\$7,577	\$7,956	\$8,354	Monthly
				\$74,796	\$78,540	\$82,464	\$86,592	\$90,924	\$95,472	\$100,248	Annual
				\$35.96	\$37.76	\$39.65	\$41.63	\$43.71	\$45.90	\$48.20	Hourly
0508	Recreation Specialist	CMC	890	\$5,109	\$5,364	\$5,632	\$5,914	\$6,210	\$6,521	\$6,847	Monthly
				\$61,308	\$64,368	\$67,584	\$70,968	\$74,520	\$78,252	\$82,164	Annual
				\$29.48	\$30.95	\$32.49	\$34.12	\$35.83	\$37.62	\$39.50	Hourly
0301	Recreation Supervisor	CMC	625	\$7,606	\$7,986	\$8,385	\$8,804	\$9,244	\$9,706	\$10,191	Monthly
				\$91,272	\$95,832	\$100,620	\$105,648	\$110,928	\$116,472	\$122,292	Annual
				\$43.88	\$46.07	\$48.38	\$50.79	\$53.33	\$56.00	\$58.79	Hourly
0067	Senior Accountant	CMC	663	\$8,063	\$8,466	\$8,889	\$9,333	\$9,800	\$10,290	\$10,805	Monthly
				\$96,756	\$101,592	\$106,668	\$111,996	\$117,600	\$123,480	\$129,660	Annual
				\$46.52	\$48.84	\$51.28	\$53.84	\$56.54	\$59.37	\$62.34	Hourly
0119	Senior Code Enforcement Officer	CMC	896	\$7,162	\$7,520	\$7,896	\$8,291	\$8,706	\$9,141	\$9,598	Monthly
				\$85,944	\$90,240	\$94,752	\$99,492	\$104,472	\$109,692	\$115,176	Annual
				\$41.32	\$43.38	\$45.55	\$47.83	\$50.23	\$52.74	\$55.37	Hourly
0139	Senior Combination Building Inspector	CMC	874	\$8,219	\$8,630	\$9,061	\$9,514	\$9,990	\$10,490	\$11,015	Monthly
				\$98,628	\$103,560	\$108,732	\$114,168	\$119,880	\$125,880	\$132,180	Annual
				\$47.42	\$49.79	\$52.28	\$54.89	\$57.63	\$60.52	\$63.55	Hourly
0233	Senior Communications Supervisor	CMC	667	\$9,101	\$9,556	\$10,034	\$10,536	\$11,063	\$11,616	\$12,197	Monthly
				\$109,212	\$114,672	\$120,408	\$126,432	\$132,756	\$139,392	\$146,364	Annual
				\$52.51	\$55.13	\$57.89	\$60.78	\$63.83	\$67.02	\$70.37	Hourly
0136	Senior Electrical Inspector	CMC	873	\$7,117	\$7,473	\$7,847	\$8,239	\$8,651	\$9,084	\$9,538	Monthly
				\$85,404	\$89,676	\$94,164	\$98,868	\$103,812	\$109,008	\$114,456	Annual
				\$41.06	\$43.11	\$45.27	\$47.53	\$49.91	\$52.41	\$55.03	Hourly
0105	Senior Engineer	CMC	884	\$10,445	\$10,967	\$11,515	\$12,091	\$12,696	\$13,331	\$13,998	Monthly
				\$125,340	\$131,604	\$138,180	\$145,092	\$152,352	\$159,972	\$167,976	Annual
				\$60.26	\$63.27	\$66.43	\$69.76	\$73.25	\$76.91	\$80.76	Hourly
0432	Senior Lead Maintenance Worker	CMC	871	\$7,236	\$7,598	\$7,978	\$8,377	\$8,796	\$9,236	\$9,698	Monthly
				\$86,832	\$91,176	\$95,736	\$100,524	\$105,552	\$110,832	\$116,376	Annual
				\$41.75	\$43.83	\$46.03	\$48.33	\$50.75	\$53.28	\$55.95	Hourly
0433	Senior Maintenance Technician	CMC	597	\$5,304	\$5,569	\$5,847	\$6,139	\$6,446	\$6,768	\$7,106	Monthly
				\$63,648	\$66,828	\$70,164	\$73,668	\$77,352	\$81,216	\$85,272	Annual
				\$30.60	\$32.13	\$33.73	\$35.42	\$37.19	\$39.05	\$41.00	Hourly
0404	Senior Maintenance Worker	CMC	587	\$5,470	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981	\$7,330	Monthly
				\$65,640	\$68,916	\$72,360	\$75,984	\$79,788	\$83,772	\$87,960	Annual
				\$31.56	\$33.13	\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	Hourly
0244	Senior Management Analyst	CMC	895	\$8,548	\$8,975	\$9,424	\$9,895	\$10,390	\$10,910	\$11,455	Monthly
				\$102,576	\$107,700	\$113,088	\$118,740	\$124,680	\$130,920	\$137,460	Annual
				\$49.32	\$51.78	\$54.37	\$57.09	\$59.94	\$62.94	\$66.09	Hourly
0153	Senior Planner	CMC	878	\$9,253	\$9,716	\$10,202	\$10,712	\$11,248	\$11,810	\$12,401	Monthly
				\$111,036	\$116,592	\$122,424	\$128,544	\$134,976	\$141,720	\$148,812	Annual
				\$53.38	\$56.05	\$58.86	\$61.80	\$64.89	\$68.13	\$71.54	Hourly

Attachment 7

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0011	Senior Police Records Technician	CMC	561	\$5,143	\$5,400	\$5,670	\$5,954	\$6,252	\$6,565	\$6,893	Monthly
				\$61,716	\$64,800	\$68,040	\$71,448	\$75,024	\$78,780	\$82,716	Annual
				\$29.67	\$31.15	\$32.71	\$34.35	\$36.07	\$37.88	\$39.77	Hourly
0048	Senior Programmer Analyst	CMC	710	\$10,159	\$10,667	\$11,200	\$11,760	\$12,348	\$12,965	\$13,613	Monthly
				\$121,908	\$128,004	\$134,400	\$141,120	\$148,176	\$155,580	\$163,356	Annual
				\$58.61	\$61.54	\$64.62	\$67.85	\$71.24	\$74.80	\$78.54	Hourly
0238	Senior Public Safety Dispatcher	CMC	630	\$6,753	\$7,091	\$7,446	\$7,818	\$8,209	\$8,619	\$9,050	Monthly
				\$81,036	\$85,092	\$89,352	\$93,816	\$98,508	\$103,428	\$108,600	Annual
				\$38.96	\$40.91	\$42.96	\$45.10	\$47.36	\$49.73	\$52.21	Hourly
0302	Senior Recreation Supervisor	CMC	666	\$8,367	\$8,785	\$9,224	\$9,685	\$10,169	\$10,677	\$11,211	Monthly
				\$100,404	\$105,420	\$110,688	\$116,220	\$122,028	\$128,124	\$134,532	Annual
				\$48.27	\$50.68	\$53.22	\$55.88	\$58.67	\$61.60	\$64.68	Hourly
0050	Storekeeper	CMC	588	\$5,033	\$5,285	\$5,549	\$5,826	\$6,117	\$6,423	\$6,744	Monthly
				\$60,396	\$63,420	\$66,588	\$69,912	\$73,404	\$77,076	\$80,928	Annual
				\$29.04	\$30.49	\$32.01	\$33.61	\$35.29	\$37.06	\$38.91	Hourly
0089	Tax Auditing Specialist	CMC	865	\$6,504	\$6,829	\$7,170	\$7,528	\$7,904	\$8,299	\$8,714	Monthly
				\$78,048	\$81,948	\$86,040	\$90,336	\$94,848	\$99,588	\$104,568	Annual
				\$37.52	\$39.40	\$41.37	\$43.43	\$45.60	\$47.88	\$50.27	Hourly
0064	Treasury Specialist	CMC	639	\$6,504	\$6,829	\$7,170	\$7,528	\$7,904	\$8,299	\$8,714	Monthly
				\$78,048	\$81,948	\$86,040	\$90,336	\$94,848	\$99,588	\$104,568	Annual
				\$37.52	\$39.40	\$41.37	\$43.43	\$45.60	\$47.88	\$50.27	Hourly
0240	Video Production Coordinator	CMC	657	\$7,600	\$7,980	\$8,379	\$8,798	\$9,238	\$9,700	\$10,185	Monthly
				\$91,200	\$95,760	\$100,548	\$105,576	\$110,856	\$116,400	\$122,220	Annual
				\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96	\$58.76	Hourly
0038	Website Coordinator	CMC	849	\$4,977	\$5,226	\$5,487	\$5,761	\$6,049	\$6,351	\$6,669	Monthly
				\$59,724	\$62,712	\$65,844	\$69,132	\$72,588	\$76,212	\$80,028	Annual
				\$28.71	\$30.15	\$31.66	\$33.24	\$34.90	\$36.64	\$38.48	Hourly
0156	Zoning Administrator	CMC	727	\$9,755	\$10,243	\$10,755	\$11,293	\$11,858	\$12,451	\$13,074	Monthly
				\$117,060	\$122,916	\$129,060	\$135,516	\$142,296	\$149,412	\$156,888	Annual
				\$56.28	\$59.09	\$62.05	\$65.15	\$68.41	\$71.83	\$75.43	Hourly

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-23 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 18th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2025-24**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION PURSUANT TO THE 2025 AGREEMENT.**

WHEREAS, on June 17, 2025, the City Council adopted Resolution No. 2025-23 revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association; and

WHEREAS, the City Council desires to repeal and replace Resolution 2025-23 as of March 21, 2026, to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes April 1, 2026. The monthly rates of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0062	Accountant	CMC	644	\$7,477	\$7,851	\$8,244	\$8,656	\$9,089	\$9,543	\$10,020	Monthly
				\$89,724	\$94,212	\$98,928	\$103,872	\$109,068	\$114,516	\$120,240	Annual
				\$43.14	\$45.29	\$47.56	\$49.94	\$52.44	\$55.06	\$57.81	Hourly
0061	Accounting Specialist I	CMC	577	\$4,726	\$4,962	\$5,210	\$5,470	\$5,743	\$6,030	\$6,332	Monthly
				\$56,712	\$59,544	\$62,520	\$65,640	\$68,916	\$72,360	\$75,984	Annual
				\$27.27	\$28.63	\$30.06	\$31.56	\$33.13	\$34.79	\$36.53	Hourly
0060	Accounting Specialist II	CMC	606	\$5,460	\$5,733	\$6,020	\$6,321	\$6,637	\$6,969	\$7,317	Monthly
				\$65,520	\$68,796	\$72,240	\$75,852	\$79,644	\$83,628	\$87,804	Annual
				\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.21	\$42.21	Hourly
0107	Active Transportation Coordinator	CMC	732	\$10,052	\$10,555	\$11,083	\$11,637	\$12,219	\$12,830	\$13,471	Monthly
				\$120,624	\$126,660	\$132,996	\$139,644	\$146,628	\$153,960	\$161,652	Annual
				\$57.99	\$60.89	\$63.94	\$67.14	\$70.49	\$74.02	\$77.72	Hourly
0013	Administrative Assistant	CMC	590	\$5,550	\$5,828	\$6,119	\$6,425	\$6,746	\$7,083	\$7,437	Monthly
				\$66,600	\$69,936	\$73,428	\$77,100	\$80,952	\$84,996	\$89,244	Annual
				\$32.02	\$33.62	\$35.30	\$37.07	\$38.92	\$40.86	\$42.91	Hourly
0469	Animal Control Officer	CMC	617	\$6,188	\$6,497	\$6,822	\$7,163	\$7,521	\$7,897	\$8,292	Monthly
				\$74,256	\$77,964	\$81,864	\$85,956	\$90,252	\$94,764	\$99,504	Annual
				\$35.70	\$37.48	\$39.36	\$41.33	\$43.39	\$45.56	\$47.84	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0470	Animal Services Supervisor	CMC	734	\$9,285 \$111,420 \$53.57	\$9,749 \$116,988 \$56.24	\$10,236 \$122,832 \$59.05	\$10,748 \$128,976 \$62.01	\$11,285 \$135,420 \$65.11	\$11,849 \$142,188 \$68.36	\$12,441 \$149,292 \$71.78	Monthly Annual Hourly
0307	Arts Specialist	CMC	733	\$7,757 \$93,084 \$44.75	\$8,145 \$97,740 \$46.99	\$8,552 \$102,624 \$49.34	\$8,980 \$107,760 \$51.81	\$9,429 \$113,148 \$54.40	\$9,900 \$118,800 \$57.12	\$10,395 \$124,740 \$59.97	Monthly Annual Hourly
0106	Assistant City Engineer	CMC	726	\$12,254 \$147,048 \$70.70	\$12,867 \$154,404 \$74.23	\$13,510 \$162,120 \$77.94	\$14,185 \$170,220 \$81.84	\$14,894 \$178,728 \$85.93	\$15,639 \$187,668 \$90.23	\$16,421 \$197,052 \$94.74	Monthly Annual Hourly
0103	Assistant Engineer	CMC	672	\$7,728 \$92,736 \$44.58	\$8,114 \$97,368 \$46.81	\$8,520 \$102,240 \$49.15	\$8,946 \$107,352 \$51.61	\$9,393 \$112,716 \$54.19	\$9,863 \$118,356 \$56.90	\$10,356 \$124,272 \$59.75	Monthly Annual Hourly
0217	Assistant Fire Marshal	CMC	897	\$9,212 \$110,544 \$53.15	\$9,673 \$116,076 \$55.81	\$10,157 \$121,884 \$58.60	\$10,665 \$127,980 \$61.53	\$11,198 \$134,376 \$64.60	\$11,758 \$141,096 \$67.83	\$12,346 \$148,153 \$71.23	Monthly Annual Hourly
0151	Assistant Planner	CMC	889	\$7,138 \$85,656 \$41.18	\$7,495 \$89,940 \$43.24	\$7,870 \$94,440 \$45.40	\$8,263 \$99,156 \$47.67	\$8,676 \$104,112 \$50.05	\$9,110 \$109,320 \$52.56	\$9,566 \$114,792 \$55.19	Monthly Annual Hourly
0808	Assistant Storekeeper	CMC	571	\$4,716 \$56,592 \$27.21	\$4,952 \$59,424 \$28.57	\$5,200 \$62,400 \$30.00	\$5,460 \$65,520 \$31.50	\$5,733 \$68,796 \$33.08	\$6,020 \$72,240 \$34.73	\$6,321 \$75,852 \$36.47	Monthly Annual Hourly
0104	Associate Engineer	CMC	699	\$9,687 \$116,244 \$55.89	\$10,171 \$122,052 \$58.68	\$10,680 \$128,160 \$61.62	\$11,214 \$134,568 \$64.70	\$11,775 \$141,300 \$67.93	\$12,364 \$148,368 \$71.33	\$12,982 \$155,784 \$74.90	Monthly Annual Hourly
0152	Associate Planner	CMC	649	\$8,209 \$98,508 \$47.36	\$8,619 \$103,428 \$49.73	\$9,050 \$108,600 \$52.21	\$9,502 \$114,024 \$54.82	\$9,977 \$119,724 \$57.56	\$10,476 \$125,712 \$60.44	\$11,000 \$132,000 \$63.46	Monthly Annual Hourly
0132	Building Inspector I	CMC	643	\$7,259 \$87,108 \$41.88	\$7,622 \$91,464 \$43.97	\$8,003 \$96,036 \$46.17	\$8,403 \$100,836 \$48.48	\$8,823 \$105,876 \$50.90	\$9,264 \$111,168 \$53.45	\$9,727 \$116,724 \$56.12	Monthly Annual Hourly
0138	Building Inspector II	CMC	866	\$7,621 \$91,452 \$43.97	\$8,002 \$96,024 \$46.17	\$8,402 \$100,824 \$48.47	\$8,822 \$105,864 \$50.90	\$9,263 \$111,156 \$53.44	\$9,726 \$116,712 \$56.11	\$10,212 \$122,544 \$58.92	Monthly Annual Hourly
0130	Building Technician I	CMC	581	\$5,680 \$68,160 \$32.77	\$5,964 \$71,568 \$34.41	\$6,262 \$75,144 \$36.13	\$6,575 \$78,900 \$37.93	\$6,904 \$82,848 \$39.83	\$7,249 \$86,988 \$41.82	\$7,611 \$91,335 \$43.91	Monthly Annual Hourly
0131	Building Technician II	CMC	613	\$6,665 \$79,980 \$38.45	\$6,998 \$83,976 \$40.37	\$7,348 \$88,176 \$42.39	\$7,715 \$92,580 \$44.51	\$8,101 \$97,212 \$46.74	\$8,506 \$102,072 \$49.07	\$8,931 \$107,173 \$51.53	Monthly Annual Hourly
0088	Business License Inspector	CMC	850	\$5,462 \$65,544 \$31.51	\$5,735 \$68,820 \$33.09	\$6,022 \$72,264 \$34.74	\$6,323 \$75,876 \$36.48	\$6,639 \$79,668 \$38.30	\$6,971 \$83,652 \$40.22	\$7,320 \$87,840 \$42.23	Monthly Annual Hourly

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0051	Buyer	CMC	857	\$6,238 \$74,856 \$35.99	\$6,550 \$78,600 \$37.79	\$6,877 \$82,524 \$39.68	\$7,221 \$86,652 \$41.66	\$7,582 \$90,984 \$43.74	\$7,961 \$95,532 \$45.93	\$8,359 \$100,308 \$48.23	Monthly Annual Hourly
0035	Central Services Supervisor	CMC	655	\$6,852 \$82,224 \$39.53	\$7,195 \$86,340 \$41.51	\$7,555 \$90,660 \$43.59	\$7,933 \$95,196 \$45.77	\$8,330 \$99,960 \$48.06	\$8,746 \$104,952 \$50.46	\$9,183 \$110,196 \$52.98	Monthly Annual Hourly
0123	Chief Construction Inspector	CMC	662	\$7,223 \$86,676 \$41.67	\$7,584 \$91,008 \$43.75	\$7,963 \$95,556 \$45.94	\$8,361 \$100,332 \$48.24	\$8,779 \$105,348 \$50.65	\$9,218 \$110,616 \$53.18	\$9,679 \$116,148 \$55.84	Monthly Annual Hourly
0110	Chief Plans Examiner	CMC	718	\$10,957 \$131,484 \$63.21	\$11,505 \$138,060 \$66.38	\$12,080 \$144,960 \$69.69	\$12,684 \$152,208 \$73.18	\$13,318 \$159,816 \$76.83	\$13,984 \$167,808 \$80.68	\$14,683 \$176,196 \$84.71	Monthly Annual Hourly
0126	Chief of Code Enforcement	CMC	664	\$8,213 \$98,556 \$47.38	\$8,624 \$103,488 \$49.75	\$9,055 \$108,660 \$52.24	\$9,508 \$114,096 \$54.85	\$9,983 \$119,796 \$57.59	\$10,482 \$125,784 \$60.47	\$11,006 \$132,072 \$63.50	Monthly Annual Hourly
0128	Chief of Inspection	CMC	681	\$9,223 \$110,676 \$53.21	\$9,684 \$116,208 \$55.87	\$10,168 \$122,016 \$58.66	\$10,676 \$128,112 \$61.59	\$11,210 \$134,520 \$64.67	\$11,770 \$141,240 \$67.90	\$12,358 \$148,296 \$71.30	Monthly Annual Hourly
0466	Civilian Investigator	CMC	628	\$6,414 \$76,968 \$37.00	\$6,735 \$80,820 \$38.86	\$7,072 \$84,864 \$40.80	\$7,426 \$89,112 \$42.84	\$7,797 \$93,564 \$44.98	\$8,187 \$98,244 \$47.23	\$8,596 \$103,152 \$49.59	Monthly Annual Hourly
0125	Code Enforcement Officer I	CMC	449	\$6,035 \$72,420 \$34.82	\$6,337 \$76,044 \$36.56	\$6,654 \$79,848 \$38.39	\$6,987 \$83,844 \$40.31	\$7,336 \$88,032 \$42.32	\$7,703 \$92,436 \$44.44	\$8,088 \$97,056 \$46.66	Monthly Annual Hourly
0120	Code Enforcement Officer II	CMC	626	\$6,798 \$81,576 \$39.22	\$7,138 \$85,656 \$41.18	\$7,495 \$89,940 \$43.24	\$7,870 \$94,440 \$45.40	\$8,264 \$99,168 \$47.68	\$8,677 \$104,124 \$50.06	\$9,111 \$109,332 \$52.56	Monthly Annual Hourly
0430	Communications Installer	CMC	858	\$5,900 \$70,800 \$34.04	\$6,195 \$74,340 \$35.74	\$6,505 \$78,060 \$37.53	\$6,830 \$81,960 \$39.40	\$7,171 \$86,052 \$41.37	\$7,530 \$90,360 \$43.44	\$7,906 \$94,872 \$45.61	Monthly Annual Hourly
0611	Community Outreach Supervisor	CMC	900	\$7,481 \$89,772 \$43.16	\$7,855 \$94,260 \$45.32	\$8,248 \$98,976 \$47.58	\$8,660 \$103,920 \$49.96	\$9,093 \$109,116 \$52.46	\$9,548 \$114,576 \$55.08	\$10,025 \$120,300 \$57.84	Monthly Annual Hourly
0610	Community Outreach Worker	CMC	893	\$5,714 \$68,568 \$32.97	\$6,000 \$72,000 \$34.62	\$6,300 \$75,600 \$36.35	\$6,615 \$79,380 \$38.16	\$6,946 \$83,352 \$40.07	\$7,293 \$87,516 \$42.08	\$7,658 \$91,896 \$44.18	Monthly Annual Hourly
0703	Community Services Specialist	CMC	582	\$5,685 \$68,220 \$32.80	\$5,969 \$71,628 \$34.44	\$6,267 \$75,204 \$36.16	\$6,580 \$78,960 \$37.96	\$6,909 \$82,908 \$39.86	\$7,254 \$87,048 \$41.85	\$7,617 \$91,404 \$43.94	Monthly Annual Hourly
0801	Computer Programmer	CMC	616	\$6,410 \$76,920 \$36.98	\$6,730 \$80,760 \$38.83	\$7,066 \$84,792 \$40.77	\$7,419 \$89,028 \$42.80	\$7,790 \$93,480 \$44.94	\$8,180 \$98,160 \$47.19	\$8,589 \$103,068 \$49.55	Monthly Annual Hourly

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0121	Construction Inspector	CMC	867	\$7,377 \$88,524 \$42.56	\$7,746 \$92,952 \$44.69	\$8,133 \$97,596 \$46.92	\$8,540 \$102,480 \$49.27	\$8,967 \$107,604 \$51.73	\$9,415 \$112,980 \$54.32	\$9,886 \$118,632 \$57.03	Monthly Annual Hourly
0100	Contract Administrator	CMC	691	\$8,496 \$101,952 \$49.02	\$8,921 \$107,052 \$51.47	\$9,367 \$112,404 \$54.04	\$9,835 \$118,020 \$56.74	\$10,327 \$123,924 \$59.58	\$10,843 \$130,116 \$62.56	\$11,385 \$136,620 \$65.68	Monthly Annual Hourly
0706	Court Liaison	CMC	854	\$6,188 \$74,256 \$35.70	\$6,497 \$77,964 \$37.48	\$6,822 \$81,864 \$39.36	\$7,163 \$85,956 \$41.33	\$7,521 \$90,252 \$43.39	\$7,897 \$94,764 \$45.56	\$8,292 \$99,504 \$47.84	Monthly Annual Hourly
0099	Crime Analyst	CMC	859	\$7,184 \$86,208 \$41.45	\$7,543 \$90,516 \$43.52	\$7,920 \$95,040 \$45.69	\$8,316 \$99,792 \$47.98	\$8,732 \$104,784 \$50.38	\$9,169 \$110,028 \$52.90	\$9,627 \$115,524 \$55.54	Monthly Annual Hourly
0467	Crime Prevention Specialist	CMC	852	\$7,259 \$87,108 \$41.88	\$7,622 \$91,464 \$43.97	\$8,003 \$96,036 \$46.17	\$8,403 \$100,836 \$48.48	\$8,823 \$105,876 \$50.90	\$9,264 \$111,168 \$53.45	\$9,727 \$116,724 \$56.12	Monthly Annual Hourly
0189	Crime Scene Investigation Supervisor	CMC	050	\$9,285 \$111,420 \$53.57	\$9,749 \$116,988 \$56.24	\$10,236 \$122,832 \$59.05	\$10,748 \$128,976 \$62.01	\$11,285 \$135,420 \$65.11	\$11,849 \$142,188 \$68.36	\$12,441 \$149,292 \$71.78	Monthly Annual Hourly
0465	Crime Scene Investigator	CMC	638	\$6,665 \$79,980 \$38.45	\$6,998 \$83,976 \$40.37	\$7,348 \$88,176 \$42.39	\$7,715 \$92,580 \$44.51	\$8,101 \$97,212 \$46.74	\$8,506 \$102,072 \$49.07	\$8,931 \$107,172 \$51.53	Monthly Annual Hourly
0705	Custody Officer	CMC	854	\$6,188 \$74,256 \$35.70	\$6,497 \$77,964 \$37.48	\$6,822 \$81,864 \$39.36	\$7,163 \$85,956 \$41.33	\$7,521 \$90,252 \$43.39	\$7,897 \$94,764 \$45.56	\$8,292 \$99,504 \$47.84	Monthly Annual Hourly
0190	Custody Supervisor	CMC	612	\$9,285 \$111,420 \$53.57	\$9,749 \$116,988 \$56.24	\$10,236 \$122,832 \$59.05	\$10,748 \$128,976 \$62.01	\$11,285 \$135,420 \$65.11	\$11,849 \$142,188 \$68.36	\$12,441 \$149,292 \$71.78	Monthly Annual Hourly
0037	Cyber Security Analyst	CMC	735	\$10,361 \$124,332 \$59.78	\$10,879 \$130,548 \$62.76	\$11,423 \$137,076 \$65.90	\$11,994 \$143,928 \$69.20	\$12,594 \$151,128 \$72.66	\$13,224 \$158,688 \$76.29	\$13,885 \$166,620 \$80.11	Monthly Annual Hourly
0149	Economic Development Administrator	CMC	898	\$10,855 \$130,260 \$62.63	\$11,398 \$136,776 \$65.76	\$11,968 \$143,616 \$69.05	\$12,566 \$150,792 \$72.50	\$13,194 \$158,328 \$76.12	\$13,854 \$166,248 \$79.93	\$14,547 \$174,564 \$83.93	Monthly Annual Hourly
0134	Electrical Inspector	CMC	868	\$6,571 \$78,852 \$37.91	\$6,900 \$82,800 \$39.81	\$7,245 \$86,940 \$41.80	\$7,607 \$91,284 \$43.89	\$7,987 \$95,844 \$46.08	\$8,386 \$100,632 \$48.38	\$8,805 \$105,660 \$50.80	Monthly Annual Hourly
0431	Electronics Technician	CMC	875	\$7,343 \$88,116 \$42.36	\$7,710 \$92,520 \$44.48	\$8,096 \$97,152 \$46.71	\$8,501 \$102,012 \$49.04	\$8,926 \$107,112 \$51.50	\$9,372 \$112,464 \$54.07	\$9,841 \$118,092 \$56.78	Monthly Annual Hourly
0221	Emergency Medical Services Coordinator	CMC	706	\$9,104 \$109,248 \$52.52	\$9,559 \$114,708 \$55.15	\$10,037 \$120,444 \$57.91	\$10,539 \$126,468 \$60.80	\$11,066 \$132,792 \$63.84	\$11,619 \$139,428 \$67.03	\$12,200 \$146,400 \$70.38	Monthly Annual Hourly

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0096	Emergency Services Administrator	CMC	053	\$9,980	\$10,479	\$11,003	\$11,553	\$12,131	\$12,738	\$13,375	Monthly
				\$119,760	\$125,748	\$132,036	\$138,636	\$145,572	\$152,856	\$160,500	Annual
				\$57.58	\$60.46	\$63.48	\$66.65	\$69.99	\$73.49	\$77.16	Hourly
0234	Emergency Services Training Specialist	CMC	860	\$6,170	\$6,479	\$6,803	\$7,143	\$7,500	\$7,875	\$8,269	Monthly
				\$74,040	\$77,748	\$81,636	\$85,716	\$90,000	\$94,500	\$99,228	Annual
				\$35.60	\$37.38	\$39.25	\$41.21	\$43.27	\$45.43	\$47.71	Hourly
0101	Engineering Technician I	CMC	591	\$5,773	\$6,062	\$6,365	\$6,683	\$7,017	\$7,368	\$7,736	Monthly
				\$69,276	\$72,744	\$76,380	\$80,196	\$84,204	\$88,416	\$92,832	Annual
				\$33.31	\$34.97	\$36.72	\$38.56	\$40.48	\$42.51	\$44.63	Hourly
0102	Engineering Technician II	CMC	853	\$6,443	\$6,765	\$7,103	\$7,458	\$7,831	\$8,223	\$8,634	Monthly
				\$77,316	\$81,180	\$85,236	\$89,496	\$93,972	\$98,676	\$103,608	Annual
				\$37.17	\$39.03	\$40.98	\$43.03	\$45.18	\$47.44	\$49.81	Hourly
0116	Engineering Technician III	CMC	632	\$7,082	\$7,436	\$7,808	\$8,198	\$8,608	\$9,038	\$9,490	Monthly
				\$84,984	\$89,232	\$93,696	\$98,376	\$103,296	\$108,456	\$113,880	Annual
				\$40.86	\$42.90	\$45.05	\$47.30	\$49.66	\$52.14	\$54.75	Hourly
0440	Equipment Mechanic I	CMC	570	\$5,159	\$5,417	\$5,688	\$5,972	\$6,271	\$6,585	\$6,914	Monthly
				\$61,908	\$65,004	\$68,256	\$71,664	\$75,252	\$79,020	\$82,968	Annual
				\$29.76	\$31.25	\$32.82	\$34.45	\$36.18	\$37.99	\$39.89	Hourly
0441	Equipment Mechanic II	CMC	851	\$6,175	\$6,484	\$6,808	\$7,148	\$7,505	\$7,880	\$8,274	Monthly
				\$74,100	\$77,808	\$81,696	\$85,776	\$90,060	\$94,560	\$99,288	Annual
				\$35.63	\$37.41	\$39.28	\$41.24	\$43.30	\$45.46	\$47.73	Hourly
0445	Equipment Mechanic III	CMC	856	\$6,653	\$6,986	\$7,335	\$7,702	\$8,087	\$8,491	\$8,916	Monthly
				\$79,836	\$83,832	\$88,020	\$92,424	\$97,044	\$101,892	\$106,992	Annual
				\$38.38	\$40.30	\$42.32	\$44.43	\$46.66	\$48.99	\$51.44	Hourly
0014	Executive Assistant	CMC	609	\$6,105	\$6,410	\$6,730	\$7,066	\$7,419	\$7,790	\$8,180	Monthly
				\$73,260	\$76,920	\$80,760	\$84,792	\$89,028	\$93,480	\$98,160	Annual
				\$35.22	\$36.98	\$38.83	\$40.77	\$42.80	\$44.94	\$47.19	Hourly
0407	Facilities Maintenance Technician	CMC	589	\$5,769	\$6,057	\$6,360	\$6,678	\$7,012	\$7,363	\$7,731	Monthly
				\$69,228	\$72,684	\$76,320	\$80,136	\$84,144	\$88,356	\$92,772	Annual
				\$33.28	\$34.94	\$36.69	\$38.53	\$40.45	\$42.48	\$44.60	Hourly
0304	Fairview Park Administrator	CMC	887	\$10,654	\$11,187	\$11,746	\$12,333	\$12,950	\$13,598	\$14,278	Monthly
				\$127,848	\$134,244	\$140,952	\$147,996	\$155,400	\$163,176	\$171,336	Annual
				\$61.47	\$64.54	\$67.77	\$71.15	\$74.71	\$78.45	\$82.37	Hourly
0172	Finance Officer	CMC	448	\$9,977	\$10,476	\$11,000	\$11,550	\$12,127	\$12,733	\$13,370	Monthly
				\$119,724	\$125,712	\$132,000	\$138,600	\$145,524	\$152,796	\$160,442	Annual
				\$57.56	\$60.44	\$63.46	\$66.63	\$69.96	\$73.46	\$77.14	Hourly
0057	Financial Analyst	CMC	899	\$9,070	\$9,524	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	Monthly
				\$108,840	\$114,288	\$120,000	\$126,000	\$132,300	\$138,912	\$145,860	Annual
				\$52.33	\$54.95	\$57.69	\$60.58	\$63.61	\$66.78	\$70.13	Hourly
0218	Fire Protection Analyst	CMC	876	\$7,684	\$8,068	\$8,471	\$8,895	\$9,340	\$9,807	\$10,297	Monthly
				\$92,208	\$96,816	\$101,652	\$106,740	\$112,080	\$117,684	\$123,564	Annual
				\$44.33	\$46.55	\$48.87	\$51.32	\$53.88	\$56.58	\$59.41	Hourly

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0215	Fire Protection Specialist	CMC	861	\$7,259 \$87,108 \$41.88	\$7,622 \$91,464 \$43.97	\$8,003 \$96,036 \$46.17	\$8,403 \$100,836 \$48.48	\$8,823 \$105,876 \$50.90	\$9,264 \$111,168 \$53.45	\$9,727 \$116,724 \$56.12	Monthly Annual Hourly
0065	Grant Administrator	CMC	877	\$7,982 \$95,784 \$46.05	\$8,381 \$100,572 \$48.35	\$8,800 \$105,600 \$50.77	\$9,240 \$110,880 \$53.31	\$9,702 \$116,424 \$55.97	\$10,187 \$122,244 \$58.77	\$10,696 \$128,352 \$61.71	Monthly Annual Hourly
0029	Graphics Designer	CMC	610	\$5,916 \$70,992 \$34.13	\$6,212 \$74,544 \$35.84	\$6,523 \$78,276 \$37.63	\$6,849 \$82,188 \$39.51	\$7,191 \$86,292 \$41.49	\$7,551 \$90,612 \$43.56	\$7,928 \$95,142 \$45.74	Monthly Annual Hourly
0446	Lead Equipment Mechanic	CMC	869	\$7,501 \$90,012 \$43.28	\$7,876 \$94,512 \$45.44	\$8,270 \$99,240 \$47.71	\$8,683 \$104,196 \$50.09	\$9,117 \$109,404 \$52.60	\$9,573 \$114,876 \$55.23	\$10,052 \$120,624 \$57.99	Monthly Annual Hourly
0409	Lead Facilities Maintenance Technician	CMC	863	\$6,777 \$81,324 \$39.10	\$7,116 \$85,392 \$41.05	\$7,472 \$89,664 \$43.11	\$7,846 \$94,152 \$45.27	\$8,238 \$98,856 \$47.53	\$8,650 \$103,800 \$49.90	\$9,083 \$108,996 \$52.40	Monthly Annual Hourly
0405	Lead Maintenance Worker	CMC	864	\$6,777 \$81,324 \$39.10	\$7,116 \$85,392 \$41.05	\$7,472 \$89,664 \$43.11	\$7,846 \$94,152 \$45.27	\$8,238 \$98,856 \$47.53	\$8,650 \$103,800 \$49.90	\$9,083 \$108,996 \$52.40	Monthly Annual Hourly
0402	Maintenance Assistant	CMC	550	\$4,639 \$55,668 \$26.76	\$4,871 \$58,452 \$28.10	\$5,115 \$61,380 \$29.51	\$5,371 \$64,452 \$30.99	\$5,640 \$67,680 \$32.54	\$5,922 \$71,064 \$34.17	\$6,218 \$74,616 \$35.87	Monthly Annual Hourly
0412	Maintenance Superintendent	CMC	881	\$10,061 \$120,732 \$58.04	\$10,564 \$126,768 \$60.95	\$11,092 \$133,104 \$63.99	\$11,647 \$139,764 \$67.19	\$12,229 \$146,748 \$70.55	\$12,840 \$154,080 \$74.08	\$13,482 \$161,784 \$77.78	Monthly Annual Hourly
0406	Maintenance Supervisor	CMC	670	\$8,330 \$99,960 \$48.06	\$8,747 \$104,964 \$50.46	\$9,184 \$110,208 \$52.98	\$9,643 \$115,716 \$55.63	\$10,125 \$121,500 \$58.41	\$10,631 \$127,572 \$61.33	\$11,163 \$133,956 \$64.40	Monthly Annual Hourly
0403	Maintenance Worker	CMC	846	\$5,126 \$61,512 \$29.57	\$5,382 \$64,584 \$31.05	\$5,651 \$67,812 \$32.60	\$5,934 \$71,208 \$34.23	\$6,231 \$74,772 \$35.95	\$6,543 \$78,516 \$37.75	\$6,870 \$82,440 \$39.63	Monthly Annual Hourly
0243	Management Aide	CMC	892	\$6,781 \$81,372 \$39.12	\$7,120 \$85,440 \$41.08	\$7,476 \$89,712 \$43.13	\$7,850 \$94,200 \$45.29	\$8,243 \$98,916 \$47.56	\$8,655 \$103,860 \$49.93	\$9,088 \$109,056 \$52.43	Monthly Annual Hourly
0074	Management Analyst	CMC	872	\$7,799 \$93,588 \$44.99	\$8,189 \$98,268 \$47.24	\$8,598 \$103,176 \$49.60	\$9,028 \$108,336 \$52.08	\$9,479 \$113,748 \$54.69	\$9,953 \$119,436 \$57.42	\$10,451 \$125,412 \$60.29	Monthly Annual Hourly
0001	Messenger	CMC	501	\$4,287 \$51,444 \$24.73	\$4,501 \$54,012 \$25.97	\$4,726 \$56,712 \$27.27	\$4,962 \$59,544 \$28.63	\$5,210 \$62,520 \$30.06	\$5,470 \$65,640 \$31.56	\$5,743 \$68,916 \$33.13	Monthly Annual Hourly
0241	Multimedia Specialist	CMC	885	\$7,096 \$85,152 \$40.94	\$7,451 \$89,412 \$42.99	\$7,824 \$93,888 \$45.14	\$8,215 \$98,580 \$47.39	\$8,626 \$103,512 \$49.77	\$9,057 \$108,684 \$52.25	\$9,509 \$114,114 \$54.86	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0041	Network Systems Administrator	CMC	631	\$8,906	\$9,351	\$9,819	\$10,310	\$10,825	\$11,366	\$11,934	Monthly
				\$106,872	\$112,212	\$117,828	\$123,720	\$129,900	\$136,392	\$143,208	Annual
				\$51.38	\$53.95	\$56.65	\$59.48	\$62.45	\$65.57	\$68.85	Hourly
0006	Office Coordinator	CMC	848	\$5,157	\$5,415	\$5,686	\$5,970	\$6,269	\$6,582	\$6,911	Monthly
				\$61,884	\$64,980	\$68,232	\$71,640	\$75,228	\$78,984	\$82,932	Annual
				\$29.75	\$31.24	\$32.80	\$34.44	\$36.17	\$37.97	\$39.87	Hourly
0003	Office Specialist	CMC	525	\$4,038	\$4,240	\$4,452	\$4,675	\$4,909	\$5,154	\$5,412	Monthly
				\$48,456	\$50,880	\$53,424	\$56,100	\$58,908	\$61,848	\$64,944	Annual
				\$23.30	\$24.46	\$25.68	\$26.97	\$28.32	\$29.73	\$31.22	Hourly
0004	Office Specialist I	CMC	545	\$4,465	\$4,688	\$4,922	\$5,168	\$5,426	\$5,697	\$5,982	Monthly
				\$53,580	\$56,256	\$59,064	\$62,016	\$65,112	\$68,364	\$71,784	Annual
				\$25.76	\$27.05	\$28.40	\$29.82	\$31.30	\$32.87	\$34.51	Hourly
0005	Office Specialist II	CMC	845	\$4,811	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$6,447	Monthly
				\$57,732	\$60,624	\$63,660	\$66,840	\$70,176	\$73,680	\$77,364	Annual
				\$27.76	\$29.15	\$30.61	\$32.13	\$33.74	\$35.42	\$37.19	Hourly
0031	Offset Press Operator I	CMC	847	\$4,783	\$5,022	\$5,273	\$5,537	\$5,814	\$6,105	\$6,410	Monthly
				\$57,396	\$60,264	\$63,276	\$66,444	\$69,768	\$73,260	\$76,920	Annual
				\$27.59	\$28.97	\$30.42	\$31.94	\$33.54	\$35.22	\$36.98	Hourly
0034	Offset Press Operator II	CMC	595	\$5,076	\$5,330	\$5,596	\$5,876	\$6,170	\$6,478	\$6,802	Monthly
				\$60,912	\$63,960	\$67,152	\$70,512	\$74,040	\$77,736	\$81,624	Annual
				\$29.28	\$30.75	\$32.28	\$33.90	\$35.60	\$37.37	\$39.24	Hourly
0521	Park Ranger	CMC	725	\$5,714	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	Monthly
				\$68,568	\$72,000	\$75,600	\$79,380	\$83,352	\$87,516	\$91,896	Annual
				\$32.97	\$34.62	\$36.35	\$38.16	\$40.07	\$42.08	\$44.18	Hourly
0028	Permit Processing Specialist	CMC	569	\$4,661	\$4,894	\$5,139	\$5,396	\$5,666	\$5,949	\$6,246	Monthly
				\$55,932	\$58,728	\$61,668	\$64,752	\$67,992	\$71,388	\$74,952	Annual
				\$26.89	\$28.23	\$29.65	\$31.13	\$32.69	\$34.32	\$36.03	Hourly
0039	Personal Computer/ Network Asst	CMC	849	\$5,076	\$5,330	\$5,596	\$5,876	\$6,170	\$6,478	\$6,802	Monthly
				\$60,912	\$63,960	\$67,152	\$70,512	\$74,040	\$77,736	\$81,624	Annual
				\$29.28	\$30.75	\$32.28	\$33.90	\$35.60	\$37.37	\$39.24	Hourly
0109	Plan Check Engineer	CMC	883	\$10,052	\$10,555	\$11,083	\$11,637	\$12,219	\$12,830	\$13,471	Monthly
				\$120,624	\$126,660	\$132,996	\$139,644	\$146,628	\$153,960	\$161,652	Annual
				\$57.99	\$60.89	\$63.94	\$67.14	\$70.49	\$74.02	\$77.72	Hourly
0114	Plan Checker	CMC	886	\$8,740	\$9,177	\$9,636	\$10,118	\$10,624	\$11,155	\$11,713	Monthly
				\$104,880	\$110,124	\$115,632	\$121,416	\$127,488	\$133,860	\$140,556	Annual
				\$50.42	\$52.94	\$55.59	\$58.37	\$61.29	\$64.36	\$67.58	Hourly
0095	Police Records Administrator	CMC	052	\$9,980	\$10,479	\$11,003	\$11,553	\$12,131	\$12,738	\$13,375	Monthly
				\$119,760	\$125,748	\$132,036	\$138,636	\$145,572	\$152,856	\$160,500	Annual
				\$57.58	\$60.46	\$63.48	\$66.65	\$69.99	\$73.49	\$77.16	Hourly
0461	Police Records Bureau Supervisor	CMC	842	\$9,285	\$9,749	\$10,236	\$10,748	\$11,285	\$11,849	\$12,441	Monthly
				\$111,420	\$116,988	\$122,832	\$128,976	\$135,420	\$142,188	\$149,292	Annual
				\$53.57	\$56.24	\$59.05	\$62.01	\$65.11	\$68.36	\$71.78	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0012	Police Records Shift Supervisor	CMC	594	\$6,187	\$6,496	\$6,821	\$7,162	\$7,520	\$7,896	\$8,291	Monthly
				\$74,244	\$77,952	\$81,852	\$85,944	\$90,240	\$94,752	\$99,492	Annual
				\$35.69	\$37.48	\$39.35	\$41.32	\$43.38	\$45.55	\$47.83	Hourly
0010	Police Records Technician	CMC	546	\$4,870	\$5,113	\$5,369	\$5,637	\$5,919	\$6,215	\$6,526	Monthly
				\$58,440	\$61,356	\$64,428	\$67,644	\$71,028	\$74,580	\$78,312	Annual
				\$28.10	\$29.50	\$30.98	\$32.52	\$34.15	\$35.86	\$37.65	Hourly
0460	Police Training Administrator	CMC	844	\$9,980	\$10,479	\$11,003	\$11,553	\$12,131	\$12,738	\$13,375	Monthly
				\$119,760	\$125,748	\$132,036	\$138,636	\$145,572	\$152,856	\$160,500	Annual
				\$57.58	\$60.46	\$63.48	\$66.65	\$69.99	\$73.49	\$77.16	Hourly
0459	Police Training Assistant	CMC	862	\$6,635	\$6,967	\$7,315	\$7,681	\$8,065	\$8,468	\$8,891	Monthly
				\$79,620	\$83,604	\$87,780	\$92,172	\$96,780	\$101,616	\$106,692	Annual
				\$38.28	\$40.19	\$42.20	\$44.31	\$46.53	\$48.85	\$51.29	Hourly
0154	Principal Planner	CMC	704	\$10,855	\$11,398	\$11,968	\$12,566	\$13,194	\$13,854	\$14,547	Monthly
				\$130,260	\$136,776	\$143,616	\$150,792	\$158,328	\$166,248	\$174,564	Annual
				\$62.63	\$65.76	\$69.05	\$72.50	\$76.12	\$79.93	\$83.93	Hourly
0043	Programmer Analyst I	CMC	870	\$7,885	\$8,279	\$8,693	\$9,128	\$9,584	\$10,063	\$10,566	Monthly
				\$94,620	\$99,348	\$104,316	\$109,536	\$115,008	\$120,756	\$126,792	Annual
				\$45.49	\$47.76	\$50.15	\$52.66	\$55.29	\$58.06	\$60.96	Hourly
0044	Programmer Analyst II	CMC	692	\$9,462	\$9,935	\$10,432	\$10,954	\$11,502	\$12,077	\$12,681	Monthly
				\$113,544	\$119,220	\$125,184	\$131,448	\$138,024	\$144,924	\$152,172	Annual
				\$54.59	\$57.32	\$60.18	\$63.20	\$66.36	\$69.68	\$73.16	Hourly
0463	Property/Evidence Specialist	CMC	623	\$5,833	\$6,125	\$6,431	\$6,753	\$7,091	\$7,446	\$7,818	Monthly
				\$69,996	\$73,500	\$77,172	\$81,036	\$85,092	\$89,352	\$93,816	Annual
				\$33.65	\$35.34	\$37.10	\$38.96	\$40.91	\$42.96	\$45.10	Hourly
0462	Property/Evidence Supervisor	CMC	843	\$9,285	\$9,749	\$10,236	\$10,748	\$11,285	\$11,849	\$12,441	Monthly
				\$111,420	\$116,988	\$122,832	\$128,976	\$135,420	\$142,188	\$149,292	Annual
				\$53.57	\$56.24	\$59.05	\$62.01	\$65.11	\$68.36	\$71.78	Hourly
0124	Public Right of Way Coordinator	CMC	731	\$6,035	\$6,337	\$6,654	\$6,987	\$7,336	\$7,703	\$8,088	Monthly
				\$72,420	\$76,044	\$79,848	\$83,844	\$88,032	\$92,436	\$97,056	Annual
				\$34.82	\$36.56	\$38.39	\$40.31	\$42.32	\$44.44	\$46.66	Hourly
0232	Public Safety Dispatch Supervisor	CMC	645	\$8,331	\$8,748	\$9,185	\$9,644	\$10,126	\$10,632	\$11,164	Monthly
				\$99,972	\$104,976	\$110,220	\$115,728	\$121,512	\$127,584	\$133,968	Annual
				\$48.06	\$50.47	\$52.99	\$55.64	\$58.42	\$61.34	\$64.41	Hourly
0231	Public Safety Dispatcher	CMC	616	\$6,410	\$6,730	\$7,066	\$7,419	\$7,790	\$8,180	\$8,589	Monthly
				\$76,920	\$80,760	\$84,792	\$89,028	\$93,480	\$98,160	\$103,068	Annual
				\$36.98	\$38.83	\$40.77	\$42.80	\$44.94	\$47.19	\$49.55	Hourly
0468	Range Master	CMC	855	\$6,695	\$7,030	\$7,381	\$7,750	\$8,137	\$8,544	\$8,971	Monthly
				\$80,340	\$84,360	\$88,572	\$93,000	\$97,644	\$102,528	\$107,651	Annual
				\$38.63	\$40.56	\$42.58	\$44.71	\$46.94	\$49.29	\$51.76	Hourly
0290	Recreation Coordinator	CMC	583	\$6,358	\$6,676	\$7,010	\$7,361	\$7,729	\$8,115	\$8,521	Monthly
				\$76,296	\$80,112	\$84,120	\$88,332	\$92,748	\$97,380	\$102,252	Annual
				\$36.68	\$38.52	\$40.44	\$42.47	\$44.59	\$46.82	\$49.16	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0508	Recreation Specialist	CMC	890	\$5,210 \$62,520 \$30.06	\$5,471 \$65,652 \$31.56	\$5,745 \$68,940 \$33.14	\$6,032 \$72,384 \$34.80	\$6,334 \$76,008 \$36.54	\$6,651 \$79,812 \$38.37	\$6,984 \$83,808 \$40.29	Monthly Annual Hourly
0301	Recreation Supervisor	CMC	625	\$7,757 \$93,084 \$44.75	\$8,145 \$97,740 \$46.99	\$8,552 \$102,624 \$49.34	\$8,980 \$107,760 \$51.81	\$9,429 \$113,148 \$54.40	\$9,900 \$118,800 \$57.12	\$10,395 \$124,740 \$59.97	Monthly Annual Hourly
0067	Senior Accountant	CMC	663	\$8,224 \$98,688 \$47.45	\$8,635 \$103,620 \$49.82	\$9,067 \$108,804 \$52.31	\$9,520 \$114,240 \$54.92	\$9,996 \$119,952 \$57.67	\$10,496 \$125,952 \$60.55	\$11,021 \$132,252 \$63.58	Monthly Annual Hourly
0119	Senior Code Enforcement Officer	CMC	896	\$7,305 \$87,660 \$42.14	\$7,670 \$92,040 \$44.25	\$8,054 \$96,648 \$46.47	\$8,457 \$101,484 \$48.79	\$8,880 \$106,560 \$51.23	\$9,324 \$111,888 \$53.79	\$9,790 \$117,480 \$56.48	Monthly Annual Hourly
0139	Senior Combination Building Inspector	CMC	874	\$8,384 \$100,608 \$48.37	\$8,803 \$105,636 \$50.79	\$9,243 \$110,916 \$53.33	\$9,705 \$116,460 \$55.99	\$10,190 \$122,280 \$58.79	\$10,700 \$128,400 \$61.73	\$11,235 \$134,820 \$64.82	Monthly Annual Hourly
0233	Senior Communications Supervisor	CMC	667	\$9,285 \$111,420 \$53.57	\$9,749 \$116,988 \$56.24	\$10,236 \$122,832 \$59.05	\$10,748 \$128,976 \$62.01	\$11,285 \$135,420 \$65.11	\$11,849 \$142,188 \$68.36	\$12,441 \$149,292 \$71.78	Monthly Annual Hourly
0136	Senior Electrical Inspector	CMC	873	\$7,261 \$87,132 \$41.89	\$7,624 \$91,488 \$43.98	\$8,005 \$96,060 \$46.18	\$8,405 \$100,860 \$48.49	\$8,825 \$105,900 \$50.91	\$9,266 \$111,192 \$53.46	\$9,729 \$116,748 \$56.13	Monthly Annual Hourly
0105	Senior Engineer	CMC	884	\$10,654 \$127,848 \$61.47	\$11,187 \$134,244 \$64.54	\$11,746 \$140,952 \$67.77	\$12,333 \$147,996 \$71.15	\$12,950 \$155,400 \$74.71	\$13,598 \$163,176 \$78.45	\$14,278 \$171,336 \$82.37	Monthly Annual Hourly
0432	Senior Lead Maintenance Worker	CMC	871	\$7,381 \$88,572 \$42.58	\$7,750 \$93,000 \$44.71	\$8,138 \$97,656 \$46.95	\$8,545 \$102,540 \$49.30	\$8,972 \$107,664 \$51.76	\$9,421 \$113,052 \$54.35	\$9,892 \$118,704 \$57.07	Monthly Annual Hourly
0433	Senior Maintenance Technician	CMC	597	\$5,409 \$64,908 \$31.21	\$5,679 \$68,148 \$32.76	\$5,963 \$71,556 \$34.40	\$6,261 \$75,132 \$36.12	\$6,574 \$78,888 \$37.93	\$6,903 \$82,836 \$39.83	\$7,248 \$86,976 \$41.82	Monthly Annual Hourly
0404	Senior Maintenance Worker	CMC	587	\$5,579 \$66,948 \$32.19	\$5,858 \$70,296 \$33.80	\$6,151 \$73,812 \$35.49	\$6,459 \$77,508 \$37.26	\$6,782 \$81,384 \$39.13	\$7,121 \$85,452 \$41.08	\$7,477 \$89,724 \$43.14	Monthly Annual Hourly
0244	Senior Management Analyst	CMC	895	\$8,718 \$104,616 \$50.30	\$9,154 \$109,848 \$52.81	\$9,612 \$115,344 \$55.45	\$10,093 \$121,116 \$58.23	\$10,598 \$127,176 \$61.14	\$11,128 \$133,536 \$64.20	\$11,684 \$140,208 \$67.41	Monthly Annual Hourly
0153	Senior Planner	CMC	878	\$9,439 \$113,268 \$54.46	\$9,911 \$118,932 \$57.18	\$10,407 \$124,884 \$60.04	\$10,927 \$131,124 \$63.04	\$11,473 \$137,676 \$66.19	\$12,047 \$144,564 \$69.50	\$12,649 \$151,788 \$72.98	Monthly Annual Hourly
0011	Senior Police Records Technician	CMC	561	\$5,247 \$62,964 \$30.27	\$5,509 \$66,108 \$31.78	\$5,784 \$69,408 \$33.37	\$6,073 \$72,876 \$35.04	\$6,377 \$76,524 \$36.79	\$6,696 \$80,352 \$38.63	\$7,031 \$84,372 \$40.56	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0048	Senior Programmer Analyst	CMC	710	\$10,361 \$124,332 \$59.78	\$10,879 \$130,548 \$62.76	\$11,423 \$137,076 \$65.90	\$11,994 \$143,928 \$69.20	\$12,594 \$151,128 \$72.66	\$13,224 \$158,688 \$76.29	\$13,885 \$166,620 \$80.11	Monthly Annual Hourly
0238	Senior Public Safety Dispatcher	CMC	630	\$6,887 \$82,644 \$39.73	\$7,231 \$86,772 \$41.72	\$7,593 \$91,116 \$43.81	\$7,973 \$95,676 \$46.00	\$8,372 \$100,464 \$48.30	\$8,791 \$105,492 \$50.72	\$9,231 \$110,772 \$53.26	Monthly Annual Hourly
0302	Senior Recreation Supervisor	CMC	666	\$8,532 \$102,384 \$49.22	\$8,959 \$107,508 \$51.69	\$9,407 \$112,884 \$54.27	\$9,877 \$118,524 \$56.98	\$10,371 \$124,452 \$59.83	\$10,890 \$130,680 \$62.83	\$11,435 \$137,220 \$65.97	Monthly Annual Hourly
0050	Storekeeper	CMC	588	\$5,133 \$61,596 \$29.61	\$5,390 \$64,680 \$31.10	\$5,659 \$67,908 \$32.65	\$5,942 \$71,304 \$34.28	\$6,239 \$74,868 \$35.99	\$6,551 \$78,612 \$37.79	\$6,879 \$82,548 \$39.69	Monthly Annual Hourly
0089	Tax Auditing Specialist	CMC	865	\$6,632 \$79,584 \$38.26	\$6,964 \$83,568 \$40.18	\$7,312 \$87,744 \$42.18	\$7,678 \$92,136 \$44.30	\$8,062 \$96,744 \$46.51	\$8,465 \$101,580 \$48.84	\$8,888 \$106,656 \$51.28	Monthly Annual Hourly
0064	Treasury Specialist	CMC	639	\$6,632 \$79,584 \$38.26	\$6,964 \$83,568 \$40.18	\$7,312 \$87,744 \$42.18	\$7,678 \$92,136 \$44.30	\$8,062 \$96,744 \$46.51	\$8,465 \$101,580 \$48.84	\$8,888 \$106,656 \$51.28	Monthly Annual Hourly
0240	Video Production Coordinator	CMC	657	\$7,752 \$93,024 \$44.72	\$8,140 \$97,680 \$46.96	\$8,547 \$102,564 \$49.31	\$8,974 \$107,688 \$51.77	\$9,423 \$113,076 \$54.36	\$9,894 \$118,728 \$57.08	\$10,389 \$124,668 \$59.94	Monthly Annual Hourly
0038	Website Coordinator	CMC	849	\$5,076 \$60,912 \$29.28	\$5,330 \$63,960 \$30.75	\$5,596 \$67,152 \$32.28	\$5,876 \$70,512 \$33.90	\$6,170 \$74,040 \$35.60	\$6,478 \$77,736 \$37.37	\$6,802 \$81,624 \$39.24	Monthly Annual Hourly
0156	Zoning Administrator	CMC	727	\$9,950 \$119,400 \$57.40	\$10,448 \$125,376 \$60.28	\$10,970 \$131,640 \$63.29	\$11,519 \$138,228 \$66.46	\$12,095 \$145,140 \$69.78	\$12,700 \$152,400 \$73.27	\$13,335 \$160,020 \$76.93	Monthly Annual Hourly

SECTION 2. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association. There will be no Employer Paid Member Contribution (EPMC).

SECTION 3. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-24 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 18th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

RESOLUTION NO. 2025-25**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL UNIT.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on November 15, 2022 the City Council adopted Resolution No. 2022-74, 2023-46, and 2024-11, revising the pay ranges for job classifications in the Confidential Unit, effective the pay period that includes September 24, 2023, and July 1, 2024; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2023-46 and 2024-11 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

SECTION 2. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes July 1, 2025. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential)	CON	620	\$7,294	\$7,659	\$8,042	\$8,444	\$8,866	\$9,309	\$9,775	Monthly
				\$87,528	\$91,908	\$96,504	\$101,328	\$106,392	\$111,708	\$117,296	Annual
				\$42.08	\$44.19	\$46.40	\$48.72	\$51.15	\$53.71	\$56.39	Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$5,414	\$5,685	\$5,969	\$6,267	\$6,580	\$6,909	\$7,254	Monthly
				\$64,968	\$68,220	\$71,628	\$75,204	\$78,960	\$82,908	\$87,048	Annual
				\$31.23	\$32.80	\$34.44	\$36.16	\$37.96	\$39.86	\$41.85	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0018	Benefits Coordinator	CON	592	\$5,294	\$5,559	\$5,837	\$6,129	\$6,435	\$6,757	\$7,095	Monthly
				\$63,528	\$66,708	\$70,044	\$73,548	\$77,220	\$81,084	\$85,140	Annual
				\$30.54	\$32.07	\$33.68	\$35.36	\$37.13	\$38.98	\$40.93	Hourly
0063	Budget Analyst	CON	679	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	\$11,127	\$11,683	Monthly
				\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	\$133,524	\$140,196	Annual
				\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	\$64.19	\$67.40	Hourly
0809	Budget Specialist	CON	891	\$6,470	\$6,793	\$7,133	\$7,490	\$7,865	\$8,258	\$8,671	Monthly
				\$77,640	\$81,516	\$85,596	\$89,880	\$94,380	\$99,096	\$104,052	Annual
				\$37.33	\$39.19	\$41.15	\$43.21	\$45.38	\$47.64	\$50.03	Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,131	\$9,588	\$10,067	\$10,570	\$11,099	\$11,654	\$12,237	Monthly
				\$109,572	\$115,056	\$120,804	\$126,840	\$133,188	\$139,848	\$146,844	Annual
				\$52.68	\$55.32	\$58.08	\$60.98	\$64.03	\$67.23	\$70.60	Hourly
0021	Deputy City Clerk	CON	656	\$6,187	\$6,496	\$6,821	\$7,162	\$7,520	\$7,896	\$8,291	Monthly
				\$74,244	\$77,952	\$81,852	\$85,944	\$90,240	\$94,752	\$99,492	Annual
				\$35.69	\$37.48	\$39.35	\$41.32	\$43.38	\$45.55	\$47.83	Hourly
0016	Executive Assistant to the City Manager	CON	648	\$7,266	\$7,629	\$8,010	\$8,410	\$8,830	\$9,272	\$9,736	Monthly
				\$87,192	\$91,548	\$96,120	\$100,920	\$105,960	\$111,264	\$116,832	Annual
				\$41.92	\$44.01	\$46.21	\$48.52	\$50.94	\$53.49	\$56.17	Hourly
0019	Executive Assistant (Confidential)	CON	609	\$5,956	\$6,254	\$6,567	\$6,895	\$7,240	\$7,602	\$7,982	Monthly
				\$71,472	\$75,048	\$78,804	\$82,740	\$86,880	\$91,224	\$95,784	Annual
				\$34.36	\$36.08	\$37.89	\$39.78	\$41.77	\$43.86	\$46.05	Hourly
0173	Finance Officer (Confidential)	CON	896	\$8,516	\$8,942	\$9,389	\$9,858	\$10,351	\$10,869	\$11,412	Monthly
				\$102,192	\$107,304	\$112,668	\$118,296	\$124,212	\$130,428	\$136,944	Annual
				\$49.13	\$51.59	\$54.17	\$56.87	\$59.72	\$62.71	\$65.84	Hourly
0007	Human Resources Office Specialist II	CON	560	\$4,349	\$4,566	\$4,794	\$5,034	\$5,286	\$5,550	\$5,828	Monthly
				\$52,188	\$54,792	\$57,528	\$60,408	\$63,432	\$66,600	\$69,936	Annual
				\$25.09	\$26.34	\$27.66	\$29.04	\$30.50	\$32.02	\$33.62	Hourly
0087	Human Resources Administrator	CON	697	\$10,024	\$10,525	\$11,051	\$11,604	\$12,184	\$12,793	\$13,433	Monthly
				\$120,288	\$126,300	\$132,612	\$139,248	\$146,208	\$153,516	\$161,196	Annual
				\$57.83	\$60.72	\$63.76	\$66.95	\$70.29	\$73.81	\$77.50	Hourly
0079	Human Resources Analyst	CON	659	\$7,760	\$8,148	\$8,555	\$8,983	\$9,432	\$9,904	\$10,399	Monthly
				\$93,120	\$97,776	\$102,660	\$107,796	\$113,184	\$118,848	\$124,788	Annual
				\$44.77	\$47.01	\$49.36	\$51.83	\$54.42	\$57.14	\$59.99	Hourly
0017	Human Resources Assistant	CON	590	\$5,414	\$5,685	\$5,969	\$6,267	\$6,580	\$6,909	\$7,254	Monthly
				\$64,968	\$68,220	\$71,628	\$75,204	\$78,960	\$82,908	\$87,048	Annual
				\$31.23	\$32.80	\$34.44	\$36.16	\$37.96	\$39.86	\$41.85	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0072	Human Resources Technician	CON	627	\$6,807	\$7,147	\$7,504	\$7,879	\$8,273	\$8,687	\$9,121	Monthly
				\$81,684	\$85,764	\$90,048	\$94,548	\$99,276	\$104,244	\$109,452	Annual
				\$39.27	\$41.23	\$43.29	\$45.46	\$47.73	\$50.12	\$52.62	Hourly
0245	Management Aide (Confidential)	CON	892	\$6,616	\$6,947	\$7,294	\$7,659	\$8,042	\$8,444	\$8,866	Monthly
				\$79,392	\$83,364	\$87,528	\$91,908	\$96,504	\$101,328	\$106,392	Annual
				\$38.17	\$40.08	\$42.08	\$44.19	\$46.40	\$48.72	\$51.15	Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,610	\$7,990	\$8,389	\$8,808	\$9,248	\$9,710	\$10,196	Monthly
				\$91,320	\$95,880	\$100,668	\$105,696	\$110,976	\$116,520	\$122,352	Annual
				\$43.90	\$46.10	\$48.40	\$50.82	\$53.35	\$56.02	\$58.82	Hourly
0055	Payroll Coordinator	CON	621	\$6,468	\$6,791	\$7,131	\$7,488	\$7,862	\$8,255	\$8,668	Monthly
				\$77,616	\$81,492	\$85,572	\$89,856	\$94,344	\$99,060	\$104,016	Annual
				\$37.32	\$39.18	\$41.14	\$43.20	\$45.36	\$47.63	\$50.01	Hourly
0078	Principal Human Resources Analyst	CON	669	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	\$11,127	\$11,683	Monthly
				\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	\$133,524	\$140,196	Annual
				\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	\$64.19	\$67.40	Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,024	\$8,425	\$8,846	\$9,288	\$9,752	\$10,240	\$10,752	Monthly
				\$96,288	\$101,100	\$106,152	\$111,456	\$117,024	\$122,880	\$129,024	Annual
				\$46.29	\$48.61	\$51.03	\$53.58	\$56.26	\$59.08	\$62.03	Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,590	\$10,070	\$10,573	\$11,102	\$11,657	\$12,240	\$12,852	Monthly
				\$115,080	\$120,840	\$126,876	\$133,224	\$139,884	\$146,880	\$154,224	Annual
				\$55.33	\$58.10	\$61.00	\$64.05	\$67.25	\$70.62	\$74.15	Hourly
0052	Senior Programmer Analyst (Confidential)	CON	710	\$10,109	\$10,614	\$11,145	\$11,702	\$12,287	\$12,901	\$13,546	Monthly
				\$121,308	\$127,368	\$133,740	\$140,424	\$147,444	\$154,812	\$162,552	Annual
				\$58.32	\$61.23	\$64.30	\$67.51	\$70.89	\$74.43	\$78.15	Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$8,507	\$8,932	\$9,379	\$9,848	\$10,340	\$10,857	\$11,400	Monthly
				\$102,084	\$107,184	\$112,548	\$118,176	\$124,080	\$130,284	\$136,800	Annual
				\$49.08	\$51.53	\$54.11	\$56.82	\$59.65	\$62.64	\$65.77	Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,169	\$11,727	\$12,313	\$12,929	\$13,575	\$14,254	\$14,967	Monthly
				\$134,028	\$140,724	\$147,756	\$155,148	\$162,900	\$171,048	\$179,604	Annual
				\$64.44	\$67.66	\$71.04	\$74.59	\$78.32	\$82.23	\$86.35	Hourly

SECTION 3: Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the “Confidential” employees.

SECTION 4: The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution

as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association.

A. Classic Members - Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2.5%@55 formula pay 1% of compensation earnable pursuant to Government Code section 20516(a).

B. Classic Members - Employees Subject to the 2%@60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2%@60 formula pay 2% of compensation earnable pursuant to Government Code section 20516(a).

C. New Members - Employees Subject to the 2%@62 formula:

These employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one-percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

New member employees will cost share (pursuant to Government Code section 20516(f), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation.

SECTION 5: Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa City Employees Association shall also apply to "Confidential" unrepresented employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 6. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

9

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) ss
 CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-26 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL UNIT.

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on June 17th, 2025 the City Council adopted Resolution No. 2025-25, revising the pay ranges for job classifications in the Confidential Unit, effective the pay period that includes July 1, 2025; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2025-25 as of December 27, 2025 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

SECTION 2. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes January 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential)	CON	620	\$7,440	\$7,812	\$8,203	\$8,613	\$9,044	\$9,496	\$9,971	Monthly
				\$89,280	\$93,744	\$98,436	\$103,356	\$108,528	\$113,952	\$119,646	Annual
				\$42.92	\$45.07	\$47.33	\$49.69	\$52.18	\$54.78	\$57.52	Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$5,521	\$5,797	\$6,087	\$6,391	\$6,711	\$7,047	\$7,399	Monthly
				\$66,252	\$69,564	\$73,044	\$76,692	\$80,532	\$84,564	\$88,788	Annual
				\$31.85	\$33.44	\$35.12	\$36.87	\$38.72	\$40.66	\$42.69	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0018	Benefits Coordinator	CON	592	\$5,400 \$64,800 \$31.15	\$5,670 \$68,040 \$32.71	\$5,953 \$71,436 \$34.34	\$6,251 \$75,012 \$36.06	\$6,564 \$78,768 \$37.87	\$6,892 \$82,704 \$39.76	\$7,237 \$86,844 \$41.75	Monthly Annual Hourly
0063	Budget Analyst	CON	679	\$8,893 \$106,716 \$51.31	\$9,338 \$112,056 \$53.87	\$9,805 \$117,660 \$56.57	\$10,295 \$123,540 \$59.39	\$10,810 \$129,720 \$62.37	\$11,350 \$136,200 \$65.48	\$11,917 \$143,004 \$68.75	Monthly Annual Hourly
0809	Budget Specialist	CON	891	\$6,600 \$79,200 \$38.08	\$6,930 \$83,160 \$39.98	\$7,276 \$87,312 \$41.98	\$7,640 \$91,680 \$44.08	\$8,022 \$96,264 \$46.28	\$8,423 \$101,076 \$48.59	\$8,844 \$106,128 \$51.02	Monthly Annual Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,315 \$111,780 \$53.74	\$9,781 \$117,372 \$56.43	\$10,270 \$123,240 \$59.25	\$10,783 \$129,396 \$62.21	\$11,322 \$135,864 \$65.32	\$11,888 \$142,656 \$68.58	\$12,482 \$149,784 \$72.01	Monthly Annual Hourly
0021	Deputy City Clerk	CON	656	\$6,310 \$75,720 \$36.40	\$6,626 \$79,512 \$38.23	\$6,957 \$83,484 \$40.14	\$7,305 \$87,660 \$42.14	\$7,670 \$92,040 \$44.25	\$8,054 \$96,648 \$46.47	\$8,457 \$101,484 \$48.79	Monthly Annual Hourly
0016	Executive Assistant to the City Manager	CON	648	\$7,410 \$88,920 \$42.75	\$7,781 \$93,372 \$44.89	\$8,170 \$98,040 \$47.13	\$8,579 \$102,948 \$49.49	\$9,008 \$108,096 \$51.97	\$9,458 \$113,496 \$54.57	\$9,931 \$119,172 \$57.29	Monthly Annual Hourly
0019	Executive Assistant (Confidential)	CON	609	\$6,075 \$72,900 \$35.05	\$6,379 \$76,548 \$36.80	\$6,698 \$80,376 \$38.64	\$7,033 \$84,396 \$40.58	\$7,385 \$88,620 \$42.61	\$7,754 \$93,048 \$44.73	\$8,142 \$97,704 \$46.97	Monthly Annual Hourly
0173	Finance Officer (Confidential)	CON	896	\$8,686 \$104,232 \$50.11	\$9,120 \$109,440 \$52.62	\$9,576 \$114,912 \$55.25	\$10,055 \$120,660 \$58.01	\$10,558 \$126,696 \$60.91	\$11,086 \$133,032 \$63.96	\$11,640 \$139,680 \$67.15	Monthly Annual Hourly
0007	Human Resources Office Specialist II	CON	560	\$4,435 \$53,220 \$25.59	\$4,657 \$55,884 \$26.87	\$4,890 \$58,680 \$28.21	\$5,135 \$61,620 \$29.63	\$5,392 \$64,704 \$31.11	\$5,662 \$67,944 \$32.67	\$5,945 \$71,340 \$34.30	Monthly Annual Hourly
0087	Human Resources Administrator	CON	697	\$10,225 \$122,700 \$58.99	\$10,736 \$128,832 \$61.94	\$11,273 \$135,276 \$65.04	\$11,837 \$142,044 \$68.29	\$12,429 \$149,148 \$71.71	\$13,050 \$156,600 \$75.29	\$13,702 \$164,424 \$79.05	Monthly Annual Hourly
0079	Human Resources Analyst	CON	659	\$7,915 \$94,980 \$45.66	\$8,311 \$99,732 \$47.95	\$8,727 \$104,724 \$50.35	\$9,163 \$109,956 \$52.86	\$9,621 \$115,452 \$55.51	\$10,102 \$121,224 \$58.28	\$10,607 \$127,284 \$61.19	Monthly Annual Hourly
0017	Human Resources Assistant	CON	590	\$5,521 \$66,252 \$31.85	\$5,797 \$69,564 \$33.44	\$6,087 \$73,044 \$35.12	\$6,391 \$76,692 \$36.87	\$6,711 \$80,532 \$38.72	\$7,047 \$84,564 \$40.66	\$7,399 \$88,788 \$42.69	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0072	Human Resources Technician	CON	627	\$6,942 \$83,304 \$40.05	\$7,289 \$87,468 \$42.05	\$7,653 \$91,836 \$44.15	\$8,036 \$96,432 \$46.36	\$8,438 \$101,256 \$48.68	\$8,860 \$106,320 \$51.12	\$9,303 \$111,636 \$53.67	Monthly Annual Hourly
0245	Management Aide (Confidential)	CON	892	\$6,748 \$80,976 \$38.93	\$7,085 \$85,020 \$40.88	\$7,439 \$89,268 \$42.92	\$7,811 \$93,732 \$45.06	\$8,202 \$98,424 \$47.32	\$8,612 \$103,344 \$49.68	\$9,043 \$108,516 \$52.17	Monthly Annual Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,761 \$93,132 \$44.78	\$8,149 \$97,788 \$47.01	\$8,556 \$102,672 \$49.36	\$8,984 \$107,808 \$51.83	\$9,433 \$113,196 \$54.42	\$9,905 \$118,860 \$57.14	\$10,400 \$124,800 \$60.00	Monthly Annual Hourly
0055	Payroll Coordinator	CON	621	\$6,597 \$79,164 \$38.06	\$6,927 \$83,124 \$39.96	\$7,273 \$87,276 \$41.96	\$7,637 \$91,644 \$44.06	\$8,019 \$96,228 \$46.26	\$8,420 \$101,040 \$48.58	\$8,841 \$106,092 \$51.01	Monthly Annual Hourly
0078	Principal Human Resources Analyst	CON	669	\$8,893 \$106,716 \$51.31	\$9,338 \$112,056 \$53.87	\$9,805 \$117,660 \$56.57	\$10,295 \$123,540 \$59.39	\$10,810 \$129,720 \$62.37	\$11,350 \$136,200 \$65.48	\$11,917 \$143,004 \$68.75	Monthly Annual Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,184 \$98,208 \$47.22	\$8,593 \$103,116 \$49.58	\$9,023 \$108,276 \$52.06	\$9,474 \$113,688 \$54.66	\$9,948 \$119,376 \$57.39	\$10,445 \$125,340 \$60.26	\$10,967 \$131,604 \$63.27	Monthly Annual Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,782 \$117,384 \$56.43	\$10,271 \$123,252 \$59.26	\$10,785 \$129,420 \$62.22	\$11,324 \$135,888 \$65.33	\$11,890 \$142,680 \$68.60	\$12,485 \$149,820 \$72.03	\$13,109 \$157,308 \$75.63	Monthly Annual Hourly
0052	Senior Programmer Analyst (Confidential)	CON	710	\$10,310 \$123,720 \$59.48	\$10,826 \$129,912 \$62.46	\$11,367 \$136,404 \$65.58	\$11,935 \$143,220 \$68.86	\$12,532 \$150,384 \$72.30	\$13,159 \$157,908 \$75.92	\$13,817 \$165,804 \$79.71	Monthly Annual Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$8,677 \$104,124 \$50.06	\$9,111 \$109,332 \$52.56	\$9,567 \$114,804 \$55.19	\$10,045 \$120,540 \$57.95	\$10,547 \$126,564 \$60.85	\$11,074 \$132,888 \$63.89	\$11,628 \$139,536 \$67.08	Monthly Annual Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,392 \$136,704 \$65.72	\$11,962 \$143,544 \$69.01	\$12,560 \$150,720 \$72.46	\$13,188 \$158,256 \$76.08	\$13,847 \$166,164 \$79.89	\$14,539 \$174,468 \$83.88	\$15,266 \$183,192 \$88.07	Monthly Annual Hourly

SECTION 3: Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the “Confidential” employees.

SECTION 4: The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association.

A. Classic Members - Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2.5%@55 formula pay 1% of compensation earnable pursuant to Government Code section 20516(a).

B. Classic Members - Employees Subject to the 2%@60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2%@60 formula pay 2% of compensation earnable pursuant to Government Code section 20516(a).

C. New Members - Employees Subject to the 2%@62 formula:

These employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one-percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

New member employees will cost share (pursuant to Government Code section 20516(f), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation.

SECTION 5: Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa City Employees Association shall also apply to “Confidential” unrepresented employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 6. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-26 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

RESOLUTION NO. 2025-27**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL UNIT.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on June 17th, 2025 the City Council adopted Resolution No. 2025-26, revising the pay ranges for job classifications in the Confidential Unit, effective the pay period that includes January 1, 2026; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2025-26 as of March 21, 2026 to revise the pay ranges for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

SECTION 2. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes April 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential)	CON	620	\$7,590 \$91,080 \$43.79	\$7,970 \$95,640 \$45.98	\$8,368 \$100,416 \$48.28	\$8,786 \$105,432 \$50.69	\$9,225 \$110,700 \$53.22	\$9,686 \$116,232 \$55.88	\$10,170 \$122,045 \$58.68	Monthly Annual Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$5,632 \$67,584 \$32.49	\$5,914 \$70,968 \$34.12	\$6,210 \$74,520 \$35.83	\$6,520 \$78,240 \$37.62	\$6,846 \$82,152 \$39.50	\$7,188 \$86,256 \$41.47	\$7,547 \$90,564 \$43.54	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0018	Benefits Coordinator	CON	592	\$5,508 \$66,096 \$31.78	\$5,783 \$69,396 \$33.36	\$6,072 \$72,864 \$35.03	\$6,376 \$76,512 \$36.78	\$6,695 \$80,340 \$38.63	\$7,030 \$84,360 \$40.56	\$7,382 \$88,584 \$42.59	Monthly Annual Hourly
0063	Budget Analyst	CON	679	\$9,070 \$108,840 \$52.33	\$9,524 \$114,288 \$54.95	\$10,000 \$120,000 \$57.69	\$10,500 \$126,000 \$60.58	\$11,025 \$132,300 \$63.61	\$11,576 \$138,912 \$66.78	\$12,155 \$145,860 \$70.13	Monthly Annual Hourly
0809	Budget Specialist	CON	891	\$6,731 \$80,772 \$38.83	\$7,068 \$84,816 \$40.78	\$7,421 \$89,052 \$42.81	\$7,792 \$93,504 \$44.95	\$8,182 \$98,184 \$47.20	\$8,591 \$103,092 \$49.56	\$9,021 \$108,252 \$52.04	Monthly Annual Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,501 \$114,012 \$54.81	\$9,976 \$119,712 \$57.55	\$10,475 \$125,700 \$60.43	\$10,999 \$131,988 \$63.46	\$11,549 \$138,588 \$66.63	\$12,126 \$145,512 \$69.96	\$12,732 \$152,784 \$73.45	Monthly Annual Hourly
0021	Deputy City Clerk	CON	656	\$6,436 \$77,232 \$37.13	\$6,758 \$81,096 \$38.99	\$7,096 \$85,152 \$40.94	\$7,451 \$89,412 \$42.99	\$7,824 \$93,888 \$45.14	\$8,215 \$98,580 \$47.39	\$8,626 \$103,512 \$49.77	Monthly Annual Hourly
0016	Executive Assistant to the City Manager	CON	648	\$7,559 \$90,708 \$43.61	\$7,937 \$95,244 \$45.79	\$8,334 \$100,008 \$48.08	\$8,751 \$105,012 \$50.49	\$9,189 \$110,268 \$53.01	\$9,648 \$115,776 \$55.66	\$10,130 \$121,560 \$58.44	Monthly Annual Hourly
0019	Executive Assistant (Confidential)	CON	609	\$6,197 \$74,364 \$35.75	\$6,507 \$78,084 \$37.54	\$6,832 \$81,984 \$39.42	\$7,174 \$86,088 \$41.39	\$7,533 \$90,396 \$43.46	\$7,910 \$94,920 \$45.63	\$8,305 \$99,660 \$47.91	Monthly Annual Hourly
0173	Finance Officer (Confidential)	CON	896	\$8,861 \$106,332 \$51.12	\$9,304 \$111,648 \$53.68	\$9,769 \$117,228 \$56.36	\$10,257 \$123,084 \$59.18	\$10,770 \$129,240 \$62.13	\$11,308 \$135,696 \$65.24	\$11,873 \$142,476 \$68.50	Monthly Annual Hourly
0007	Human Resources Office Specialist II	CON	560	\$4,525 \$54,300 \$26.11	\$4,751 \$57,012 \$27.41	\$4,989 \$59,868 \$28.78	\$5,238 \$62,856 \$30.22	\$5,500 \$66,000 \$31.73	\$5,775 \$69,300 \$33.32	\$6,064 \$72,768 \$34.98	Monthly Annual Hourly
0087	Human Resources Administrator	CON	697	\$10,429 \$125,148 \$60.17	\$10,950 \$131,400 \$63.17	\$11,497 \$137,964 \$66.33	\$12,072 \$144,864 \$69.65	\$12,676 \$152,112 \$73.13	\$13,310 \$159,720 \$76.79	\$13,976 \$167,712 \$80.63	Monthly Annual Hourly
0079	Human Resources Analyst	CON	659	\$8,073 \$96,876 \$46.58	\$8,477 \$101,724 \$48.91	\$8,901 \$106,812 \$51.35	\$9,346 \$112,152 \$53.92	\$9,813 \$117,756 \$56.61	\$10,304 \$123,648 \$59.45	\$10,819 \$129,828 \$62.42	Monthly Annual Hourly
0017	Human Resources Assistant	CON	590	\$5,632 \$67,584 \$32.49	\$5,914 \$70,968 \$34.12	\$6,210 \$74,520 \$35.83	\$6,520 \$78,240 \$37.62	\$6,846 \$82,152 \$39.50	\$7,188 \$86,256 \$41.47	\$7,547 \$90,564 \$43.54	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0072	Human Resources Technician	CON	627	\$7,081	\$7,435	\$7,807	\$8,197	\$8,607	\$9,037	\$9,489	Monthly
				\$84,972	\$89,220	\$93,684	\$98,364	\$103,284	\$108,444	\$113,868	Annual
				\$40.85	\$42.89	\$45.04	\$47.29	\$49.66	\$52.14	\$54.74	Hourly
0245	Management Aide (Confidential)	CON	892	\$6,885	\$7,229	\$7,590	\$7,969	\$8,367	\$8,785	\$9,224	Monthly
				\$82,620	\$86,748	\$91,080	\$95,628	\$100,404	\$105,420	\$110,688	Annual
				\$39.72	\$41.71	\$43.79	\$45.98	\$48.27	\$50.68	\$53.22	Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,916	\$8,312	\$8,728	\$9,164	\$9,622	\$10,103	\$10,608	Monthly
				\$94,992	\$99,744	\$104,736	\$109,968	\$115,464	\$121,236	\$127,296	Annual
				\$45.67	\$47.95	\$50.35	\$52.87	\$55.51	\$58.29	\$61.20	Hourly
0055	Payroll Coordinator	CON	621	\$6,730	\$7,066	\$7,419	\$7,790	\$8,180	\$8,589	\$9,018	Monthly
				\$80,760	\$84,792	\$89,028	\$93,480	\$98,160	\$103,068	\$108,216	Annual
				\$38.83	\$40.77	\$42.80	\$44.94	\$47.19	\$49.55	\$52.03	Hourly
0078	Principal Human Resources Analyst	CON	669	\$9,070	\$9,524	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	Monthly
				\$108,840	\$114,288	\$120,000	\$126,000	\$132,300	\$138,912	\$145,860	Annual
				\$52.33	\$54.95	\$57.69	\$60.58	\$63.61	\$66.78	\$70.13	Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,348	\$8,765	\$9,203	\$9,663	\$10,146	\$10,653	\$11,186	Monthly
				\$100,176	\$105,180	\$110,436	\$115,956	\$121,752	\$127,836	\$134,232	Annual
				\$48.16	\$50.57	\$53.09	\$55.75	\$58.53	\$61.46	\$64.53	Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,977	\$10,476	\$11,000	\$11,550	\$12,128	\$12,734	\$13,371	Monthly
				\$119,724	\$125,712	\$132,000	\$138,600	\$145,536	\$152,808	\$160,452	Annual
				\$57.56	\$60.44	\$63.46	\$66.63	\$69.97	\$73.47	\$77.14	Hourly
0052	Senior Programmer Analyst (Confidential)	CON	710	\$10,516	\$11,042	\$11,594	\$12,174	\$12,783	\$13,422	\$14,093	Monthly
				\$126,192	\$132,504	\$139,128	\$146,088	\$153,396	\$161,064	\$169,116	Annual
				\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$77.43	\$81.31	Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$8,850	\$9,293	\$9,758	\$10,246	\$10,758	\$11,296	\$11,861	Monthly
				\$106,200	\$111,516	\$117,096	\$122,952	\$129,096	\$135,552	\$142,332	Annual
				\$51.06	\$53.61	\$56.30	\$59.11	\$62.07	\$65.17	\$68.43	Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,619	\$12,200	\$12,810	\$13,451	\$14,124	\$14,830	\$15,571	Monthly
				\$139,428	\$146,400	\$153,720	\$161,412	\$169,488	\$177,960	\$186,852	Annual
				\$67.03	\$70.38	\$73.90	\$77.60	\$81.48	\$85.56	\$89.83	Hourly

SECTION 3: Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the “Confidential” employees.

SECTION 4: The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association.

A. Classic Members - Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2.5%@55 formula pay 1% of compensation earnable pursuant to Government Code section 20516(a).

B. Classic Members - Employees Subject to the 2%@60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2%@60 formula pay 2% of compensation earnable pursuant to Government Code section 20516(a).

C. New Members - Employees Subject to the 2%@62 formula:

These employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one-percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

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SECTION 5: Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa City Employees Association shall also apply to "Confidential" unrepresented employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 6. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 17th day of June, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-27 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th day of June, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 18th day of June, 2025.

Brenda Green, City Clerk

Cost of Costa Mesa CMCEA Contract
Based on Fiscal Year 2025-26 Projected Costs
CMCEA to City Proposal #2

Base Analysis 2025-26 Value of 1%

CMCEA	Value of Pay/ Benefits	CMCEA Projected Budget FY25-26 Cost to City ⁽¹⁾	Value of 1% FY 25-26 Cost to City	Existing Unfunded Liability	July 1, 2025: 2% FY 25-26 Cost to City	Jan 1, 2026: 2% FY 25-26 Cost to City	April 1, 2026: 1% FY 25-26 Cost to City	Estimated Pro-Rated FY 25/26 Fiscal Impact	Year 2 Full Annual Total
Base Salary		29,033,304	29,323,637		29,613,970	30,206,249	30,810,374	1,027,837	1,777,070
Incremental cost on Base Salary only						-	-	-	-
Pension / Retirement Benefits				116,573,148					
PERS1T	Misc. 2.5 @ 55	667,567	674,242		680,918	694,536	708,427	23,633	40,860
PERS2T	Misc. 2 @ 60	152,369	153,892		155,416	158,524	161,695	5,394	9,326
PERS3T	Misc. 2 @ 62	1,629,364	1,645,657		1,661,951	1,695,190	1,729,094	57,683	99,730
Cafeteria - Health- month per FTE: \$50/Mo 4/1/26	\$19,800	5,860,800	5,860,800		5,860,800	5,860,800	5,860,800	116,123	532,800
Benefits									
BLY- Bilingual Pay- CMCEA-2.5%	2.5%	3,517	3,552		3,588	3,659	3,732	125	215
BLG - Bilingual Pay- CMCEA - 5%	5.0%	177,780	179,558		181,336	184,962	188,662	6,294	10,882
Shorthand Pay	2.5%								
Holiday Allowance		67,175	67,847		68,519	69,889	71,287	2,378	4,112
Class A/B License- per year	\$700	8,400	8,400		8,400	8,568	8,739	127	339
Shift Differential Pay	10.0%	94,159	95,101		96,042	97,963	99,922	3,333	5,763
Shift Differential Pay	7.5%	115,565	116,720		117,876	120,233	122,638	4,091	7,073
Shift Differential Pay	5.0%	19,960	20,159		20,359	20,766	21,181	707	1,222
Shift Assignment Pay									
Standby Pay	2.5%	2,102	2,123		2,144	2,187	2,231	74	129
Additional Standby Pay Hours									
Emergency Medical Dispatch Pay	5.0%	63,350	63,984		64,617	65,910	67,228	2,243	3,878
Uniform Pay- UNP \$7.56 per pp	\$ 197	10,614	10,614		10,614	10,827	11,043	160	429
Deferred Comp - City contribution of 1/2%	0.5%	144,130	145,571		147,012	149,953	152,952	5,102	8,822
Other Benefits									
Medicare	1.45%	420,983	425,193		429,403	437,991	446,750	14,904	25,768
Retiree Medical ⁽⁴⁾	6.04%	1,753,612	1,753,612		1,753,612	1,753,612	1,753,612	-	-
Overtime		1,973,579	1,993,315		2,013,050	2,053,311	2,094,378	69,869	120,799
Excess Accrual Payoff / Cash outs (5)									
Vacation Cap Increase (assumes FTE)									
Total		42,198,329	42,543,978		42,889,627	43,595,131	44,314,746	1,340,077	2,649,217
Total Annual Incremental Cost			345,649	1,728,245.16	691,298				1,309,140
Annual % Increase			0.8%		1,382,596				
1% Pick Up									
Cumulative Impact									

Fiscal Impact Analysis for Compliance with City Council Policy 300-8 - Transparency in Labor Negotiations
 Cost of Costa Mesa CMCEA Contract
 Based on Fiscal Year 2025-26 Projected Costs
 CMCEA to City Proposal #2

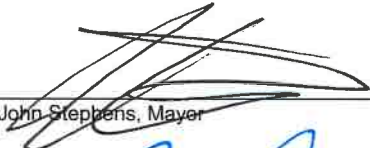
Total Number of Employees

CMCEA Employees	296		
Vacant	25	271	Active Employees as of May 9, 2025
	9%	1,750	
		474,250	
CMCEA Employees FY 2022	261		
Added positions	35		

Notes:

- (1) Cost of Contract per item based on FY 2025-26 Labor projection Proposed Budget and in some cases, prior year actuals'
- (2) Amounts from PERS Valuation for Miscellaneous Plan Employees letter dated July 2023.
- (3) Overtime is not explicit in the contract, however is estimated based on the amount spent in prior years
- (4) Rate per employee is not explicit in the contract, however is calculated based on projected employer contributions calculated by OPEB actuarial, an independent actuary with assumptions listed in the report that includes both explicit and implicit rate subsidy.
- (5) Excess Accrual Payoff / Cash Out is not explicit in the contract, however is estimated based on the amount spent in prior years
- (6) Assumes current active full time equivalent employees

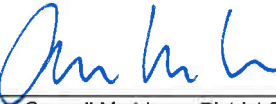
Council Member Acknowledgement:



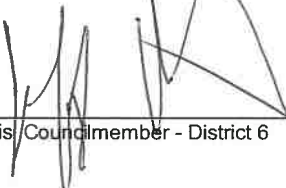
John Stephens, Mayor



Mike Buley, Council Member - District 1



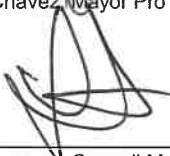
Andrea Marr, Council Member - District 3



Jeff Pettis, Councilmember - District 6



Manuel Chavez, Mayor Pro Tem- District 4



Loren Gameros, Council Member - District 2



Arlis Reynolds, Council Member - District 5



Transparency in Labor Negotiations (TIN) Analysis Certification

City of Costa Mesa Policy 300-8 Section 2 of Practices and Procedures states:

Section 2 Economic Analysis

- a. The Finance Director shall prepare an economic analysis on the fiscal impacts of each term and condition of employment made available to the members of all recognized employee organizations. The economic analysis must be verified by an independent auditor.
- b. The economic analysis shall be updated with each proposal and counterproposal presented throughout the negotiation process and posted on the website along with all proposals and counter proposals.
- c. The economic analysis shall be prepared in the format shown on Attachment A and shall include written council member acknowledgement that the analysis has been reviewed by the council member.

Certification:

In accordance with this section, LSL, LLP, an independent auditor, has reviewed the Costa Mesa City Employee Association Proposal #2 dated May 14, 2025 and the related study of supplemental data prepared by the City and believe that they accurately reflect the fiscal impacts.

Bryan Gruber, CPA
Partner, LSL, LLP

A handwritten signature in blue ink, appearing to read "BGruber", is positioned above a horizontal line.

Fiscal Impact Analysis for Compliance with City Council Policy 300-8 - Transparency in Labor Negotiations
Cost of Costa Mesa CMCEA-CON Contract
Based on Fiscal Year 2025-26 Projected Costs
CMCEA-CONF to City Proposal 2

CONFIDENTIAL

Base Analysis 2025-26 Value of 1% CMCEA-CON		CMCEA-CON	1%		2.00%	2.00%	2.00%	Total		
Value of Pay/Benefit		Baseline Analysis FY25/26 Cost to City ⁽¹⁾	Value of 1% FY 23-24 Cost to City	\$ Diff	July 1, 2025: 2% FY 25-26 Cost to City	Jan 1, 2026: 2% FY 25-26 Cost to City	April 1, 2026: 1% FY 25-26 Cost to City	Pro-Rated FY 25/26 Fiscal Impact	Year 2 Full Annual Est Impact	Existing Unfunded Liability
Base Salary		4,110,693	4,151,800	#####	4,192,907	4,276,765	4,362,300	145,527	251,607	
Incremental cost on Base Salary only						-	-	-	-	
Pension / Retirement Benefits						-	-	-	-	
UAL						-	-	-	-	797,751
PERS1T	Misc. 2.5 @ 55	73,736	74,473	737	75,211	76,715	78,249	2,610	4,513	
PERS2T	Misc. 2 @ 60	39,804	40,202	398	40,601	41,413	42,241	1,409	2,436	
PERS3T	Misc. 2 @ 62	305,315	308,368	3,053	311,421	317,649	324,002	10,809	18,688	
Employee Contribution Reduction				-	-	-	-	-	-	
Cafeteria - Health- month per FTE: \$50 Jan '26		\$19,800	673,200	673,200	673,200	673,200	673,200	13,600	61,200	
Benefits				-	-	-	-	-	-	
BLY- Bilingual Pay- CMCEA-2.5%	2.5%	1,935	1,954	19	1,974	2,013	2,053	69	118	
BLG - Bilingual Pay- CMCEA - 5%	5.0%	10,150	10,251	101	10,353	10,560	10,771	359	621	
Shorthand Pay	2.5%			-	-	-	-	-	-	
Holiday Allowance				-	-	-	-	-	-	
Class A/B License- per year	700			-	-	-	-	-	-	
Shift Differential Pay	10%			-	-	-	-	-	-	
Shift Differential Pay	7.5%			-	-	-	-	-	-	
Shift Differential Pay	5.0%			-	-	-	-	-	-	
Shift Assignment Pay				-	-	-	-	-	-	
Standby Pay	2.5%			-	-	-	-	-	-	
Additional Standby Pay Hours				-	-	-	-	-	-	
Emergency Medical Dispatch Pay	5.0%			-	-	-	-	-	-	
Tuition Reimbursement-per FY per MOU	\$ 1,250	42,500	42,500	-	42,500	42,500	42,500	-	-	
Uniform Pay- UNP \$7.56 per pp				-	-	-	-	-	-	
Deferred Comp - (0.5% City contribution)	0.5%	21,266	21,479	213	21,691	22,125	22,568	753	1,302	
Other Benefits				-	-	-	-	-	-	
Medicare	1.45%	60,252	60,854	603	61,457	62,686	63,940	2,133	3,688	
Retiree Medical ⁽⁴⁾	6.04%	248,286	248,286		248,286	248,286	248,286	-	-	
Overtime (assumes X hrs)		291,864	294,783	2,919	297,702	303,656	309,729	10,333	17,864	
One-Time Employee Appreciation per active FTE (6)				-	-	-	-	112,000	-	
Excess Accrual Payoff / Cash outs (5)				-				-		
Vacation Cap Increase (assumes FTE)				-				-		
Total		5,879,000	5,928,150	49,150	5,977,301	6,077,567	6,179,839	299,601	362,038	
Total Annual Incremental Cost			49,150		5,977,301				174,437	
Annual % Increase				49,150						
1% Pick Up				41,228						
Cumulative Impact										

Total Number of Employees			
CMCEA- Confidential Employees	34	32	Active
Vacant	2		

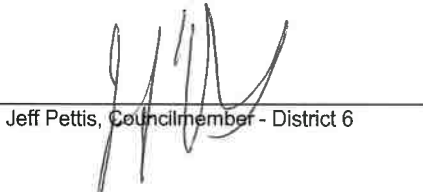
- Notes:
- (1) Cost of Contract per item based on FY 2023-24 Adopted Budget and in some cases, prior year actuals
 - (2) Amounts from PERS Valuation for Fire Safftey Employees dated July 2022.
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 - (4) Rate per employee is not explicit in the contract, however is calculated based on projected employer contributions calculated by Nyhart, an independent actuary with assumptions listed in the report that includes both explicit and implicit rate subsidy.
 - (5) Excess Accrual Payoff / Cash Out is not explicit in the contract, however is estimated based on the amount spent in prior years

Council Member Acknowledgement:


John Stephens, Mayor


Mike Buley, Council Member - District 1


Andrea Marr,Council Member - District 3


Jeff Pettis, Councilmember - District 6


Manuel Chavez, Mayor Pro Tem- District 4


Loren Gameros, Council Member - District 2


Arlis Reynolds, Council Member - District 5



Transparency in Labor Negotiations (TIN) Analysis Certification

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Section 2 Economic Analysis

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- c. The economic analysis shall be prepared in the format shown on Attachment A and shall include written council member acknowledgement that the analysis has been reviewed by the council member.

Certification:

In accordance with this section, LSL, LLP, an independent auditor, has reviewed the City of Costa Mesa's response to Costa Mesa Police Management Association Proposal #2 dated May 20, 2025 and the related study of supplemental data prepared by the City and believe that they accurately reflect the fiscal impacts.

Bryan Gruber, CPA
Partner, LSL, LLP

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Cost of Costa Mesa CMPA Contract

CONFIDENTIAL

Based on Fiscal Year 2025-26 Projected Costs

101.0%

CITY to CMPA Proposal #2

Dated: May 15, 2025

		CMPA	1%			Annualized		
	Value of	Baseline Analysis	Value of 1%		Existing	City to CMPA	Year 2 (6)	Year 3 (6)
	Pay/	FY25/26	FY 25-26	\$	Unfunded	Proposal 2	Longevity	Longevity
	Benefit	Cost to City ⁽¹⁾	Cost to City	Diff	Liability	Total	2.5% Incr	2.5% Incr
Base Salary		15,710,580	15,867,686	157,106		16,339,003	16,339,003	16,339,003
Incremental cost on Base Salary only				-		-	-	-
Pension / Retirement Benefits				-		-	-	-
				-	146,750,751	-	-	-
S2PERS	Sworn Police FT 2.7 @ 57	2,441,980	2,466,400	24,420		2,539,659	2,539,659	2,539,659
SWPERS	Sworn Police FT 3 @ 50	993,151	1,003,083	9,932		1,032,877	1,032,877	1,032,877
Cafeteria - Health @ \$2,119/month	\$ 25,428	3,356,496	3,356,496	-		3,356,496	3,356,496	3,356,496
Cafeteria - Additional contribution as of July 1, 2025	\$ 300					475,200	475,200	475,200
						-	-	-
Benefits			-	-		-	-	-
BLZ-Bilingual Pay- CMPA/CMPA (2.5% of Senior Police Officer position Top Step)	2.5%	16,649	16,815	166		17,314	17,314	17,314
BLP-Bilingual Pay- (5% of Senior Police Officer position Top Step)	5%	239,738	242,136	2,397		249,328	249,328	249,328
Holiday Allowance	Varies	244,562	247,007	2,446		254,344	254,344	254,344
Tuition Reimbursement-per FY per MOU	\$ 1,250	6,250	6,250	-		6,250	6,250	6,250
Uniform Pay- UNP \$17 per pp \$ 442 (Article 22 Mou)	\$ 442	16,354	16,354	-		16,354	16,354	16,354
Uniform Assignment Pay 2.5%on base salary	2.5%	255,692	258,249	2,557		265,920	265,920	265,920
Canine Assignment Pay 11.31% on base salary	11.3%	28,697	28,984	287		29,845	29,845	29,845
CanineMaint- (\$15 x 1.5 x 7 hrs per pay period)	\$157.50 per pay period	8,190	8,190	-		8,190	8,190	8,190
Motor Assignment Pay 5% of Base	5%	28,152	28,434	282		29,278	29,278	29,278
MotorMaint- Flat 3 hrs @ 1.5 Step 7 of Sr Pol Offr	Flat	26,576	26,576	-		26,576	26,576	26,576
Motor Training Officer Assignment Pay	5%	6,343	6,407	63		6,597	6,597	6,597
POST- PMG 5 % of Base	5%	-	-	-		-	-	-
POST- PAD 10% of Base	10%	1,013,463	1,023,598	10,135		1,054,002	1,054,002	1,054,002
Deferred Comp - City contribution	0.0%	50,555	51,060	506		52,577	52,577	52,577
Recruitment and Retention Pay						-		
10 years or more - currently at 2.5%	5.00%		-	-		85,101	106,272	130,418
15 years or more - currently at 5%	7.50%	68,254	68,936	683		102,913	93,912	89,202
20 Years or more - currently at 7.5%	10.00%	98,645	99,631	986		132,763	133,651	133,416
25 Years or more - currently at 10%	12.50%	128,706	129,993	1,287		170,749	178,862	183,807
Other Benefits						-		
Medicare	1.45%	227,803	230,081	2,278		236,916	236,916	236,916
Retiree Medical ⁽⁴⁾	6.04%	948,919	948,919	-		948,919	948,919	948,919
Overtime		3,183,635	3,215,471	31,836		3,310,980	3,310,980	3,310,980
Total		29,099,390	29,346,756	247,366		30,748,151	30,769,322	30,793,468
Total Annual Incremental Cost			247,366			1,648,762	21,171	24,146
Cumulative Impact						1,648,762	1,669,933	1,694,079
Annual % Increase			247,366					
1% Pick Up			178,395					

Total Number of Employees

CMPA- Employees

132

- Notes:
- (1) Cost of Contract per item based on FY 2023-24 Adopted Budget and in some cases, prior year actuals'
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 - (3) Overtime is not explicit in the contract, however is estimated based on the amount spent in prior years
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 - (5) Excess Accrual Payoff / Cash Out is not explicit in the contract, however is estimated based on the amount spent in prior years
 - (6) Outyears shows incremental estimated increase of longevity as CMPA members qualify for this benefit

Council Member Acknowledgement:

_____ John Stephens, Mayor	_____ Manuel Chavez, Mayor Pro Tem- District 4
_____ Mike Buley, Council Member - District 1	_____ Loren Gameros, Council Member - District 2
_____ Andrea Marr,Council Member - District 3	_____ Arlis Reynolds, Council Member - District 5
_____ Jeff Pettis, Council Member - District 6	



Transparency in Labor Negotiations (TIN) Analysis Certification

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Certification:

In accordance with this section, LSL, LLP, an independent auditor, has reviewed the City of Costa Mesa's response to Costa Mesa Police Association Proposal #2 dated May 20, 2025 and the related study of supplemental data prepared by the City and believe that they accurately reflect the fiscal impacts.

Bryan Gruber, CPA
Partner, LSL, LLP

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Fiscal Impact Analysis for Compliance with City Council Policy 300-8 - Transparency in Labor Negotiations
Cost of Costa Mesa CMPMA Contract
Based on Fiscal Year 2025-26 Projected Costs
CITY TO CMPMA Proposal #2

Base Analysis 2025-26 Value of 1%		CMPMA		FY 25/26		FY 25/26		
CMPMA		Value of Pay/ Benefit	Baseline Analysis FY25/26 Cost to City ⁽¹⁾	Value of 1% FY25/26 Cost to City	\$ Diff	CITY TO CMPMA Proposal 2 Annual	Year 2 (6) Longevity 2.5% Incr	Year 3 (6) Longevity 2.5% Incr
Base Salary			1,779,708	1,797,505	\$ 17,797	1,850,896	1,850,896	1,850,896
Incremental cost on Base Salary only						-	-	-
Pension / Retirement Benefits						-	-	-
UAL						-	-	-
SWPERS	Sworn Police FT 3 @ 50		79,890	80,689	799	113,198	113,198	113,198
SWPMA1	Sworn Police FT 3 @ 50		303,281	306,314	3,033	315,412	315,412	315,412
					-	-	-	-
Employee Contribution Reduction					-	-	-	-
					-	-	-	-
Cafeteria - Health per month	25,428	228,852	228,852	-		228,852	228,852	228,852
Cafeteria - additional contribution July 1, 2025	300					32,400	32,400	32,400
Benefits						-	-	-
BLZ-Bilingual Pay- CMPA/CMPA -2.5%	2.5%	1,935	1,954	19		2,012	2,012	2,012
BLP-Bilingual Pay- CMPA/CMPMA - 5%	5%	10,150	10,251	101		10,556	10,556	10,556
Holiday Allowance	Varies	73,577	74,313	736		-	-	-
Uniform Pay- UNP \$17 per pp \$ 442	442	3,978	3,978	-		3,978	3,978	3,978
Uniform Assignment Pay 2.5% base salary	2.5%	19,017	19,207			19,778	19,778	19,778
POST- PMG 5 % of Base	5%	22,194	22,416			47,318	47,318	47,318
POST- PAD 10% of Base	10%	133,583	134,919			284,799	284,799	284,799
Executive Professional Development	1,000	9,000	-	-		9,000	9,000	9,000
Technology Allowance	900	8,100	-	-		8,100	8,100	8,100
Recruitment and Retention Pay	Varies	158,507	160,092	1,585		211,120	216,398	221,808
						-	-	-
Other Benefits						-	-	-
Medicare	1.45%	31,186	31,498			34,461	34,461	34,461
Retiree Medical ⁽⁴⁾	6.04%	107,494	108,569	1,075		111,794	111,794	111,794
						-	-	-
Excess Accrual Payoff / Cash outs (5)						-	-	-
Deferred Comp - City contribution		0	-	-		-	-	-
Vacation Cap Increase (assumes FTE)						-	-	-
Total			2,970,452	2,980,558	25,145	3,283,673	3,288,951	3,294,361
Total Annual Incremental Cost				10,105		313,221	5,278	5,410
Cumulative Impact							318,499	323,909
Annual % Increase				0.3%	25,145	11%	0.2%	0.2%
1% Pick Up					20,239			
Annual % increase from base								

Fiscal Impact Analysis for Compliance with City Council Policy 300-8 - Transparency in Labor Negotiations
Cost of Costa Mesa CMPMA Contract
Based on Fiscal Year 2025-26 Projected Costs
CITY TO CMPMA Proposal #2

Total Number of Employees	
CMPMA- Employees	9

Notes:

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(2) Amounts from PERS Valuation for Fire Safety Employees dated July 2022.

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In accordance with this section, LSL, LLP, an independent auditor, has reviewed the City of Costa Mesa's response to Costa Mesa Police Management Association Proposal #2 dated May 20, 2025 and the related study of supplemental data prepared by the City and believe that they accurately reflect the fiscal impacts.

Bryan Gruber, CPA
Partner, LSL, LLP

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CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-336

Meeting Date: 6/17/2025

TITLE:

DISCUSS THE POSSIBILITY OF ELIMINATING PUBLIC COMMENTS VIA ZOOM FOR CITY MEETINGS

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK (714) 754-5221

RECOMMENDATION:

Per the request of Council Member Gameros', discuss the possibility of eliminating public comments via Zoom for City meetings.

BACKGROUND:

On March 4, 2020, Governor Gavin Newsom issued a state of emergency due to the COVID-19 pandemic. Governor Newsom issued executive orders that temporarily relaxed some provisions of the Brown Act that allowed municipal bodies to hold virtual meetings via teleconference or videoconference, provided they ensured public access and participation through those platforms.

The City of Costa Mesa deployed Zoom for the first time at the May 5, 2020 City Council meeting as a way for the public to engage with its elected officials and participate in municipal meetings during the pandemic time. The City to this date has continued to provide Zoom as an avenue for members of the public to provide public comments virtually for City Council and Commission meetings.

ANALYSIS:

At the June 3, 2025 City Council meeting, Council Member Gameros requested staff to agendize an item to discuss the elimination of public comments via Zoom, and allow public comments in person only.

Staff conducted a survey of Orange County cities and 9 out of 34 cities stream via Zoom. Out of the 9 cities that stream via Zoom, 7 allow public comments via Zoom (survey attached).

While the City is not required to provide remote participation or comment when all members of the Council or a city commission are present at a noticed meeting, changes to the Brown Act made at the time that options for remote participation by officials at legislative meetings were expanded may require that remote participation and comment be provided at particular meetings. For example, if the remote meeting process is being used because of a state of emergency (such as during the COVID-19 closures), the City must provide the public the same opportunity to participate in the meeting

remotely and allow for public comment in real time. Cal. Gov't Code § 54953(e)(2).

Similarly, under the new Brown Act rules which allow a member to participate remotely for “just cause,” such as an illness, family emergency, or travel for city business, such remote participation is only permitted if members of the public are also able to participate remotely and provide public comment. Cal. Gov't Code § 54953(f)(1)(A).

Thus, the City must continue to provide the ability to comment remotely whenever any Council Member is appearing remotely. In addition, under certain circumstances, the City may be required to provide opportunities for remote comment under the Americans with Disabilities Act.

ALTERNATIVES:

The City Council may decide to continue to receive public comments via Zoom and continue holding meetings as is, or City Council may only allow public comments via Zoom when a Council Member and/or Commissioner will be participating in a meeting remotely to be in compliance with the Brown Act.

FISCAL REVIEW:

This action has no fiscal impact.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative.

CONCLUSION:

Per the request of Council Member Gameros', discuss the possibility of eliminating public comments via Zoom for City meetings.

OC Cities Public Comments via Zoom

	City	Stream Meeting via Zoom	Public Comment Methods
1	Aliso Viejo	No	in person only
2	Anaheim	No	in person and via email
3	Brea	No	in person and via email
4	Buena Park	No	in person only
5	Costa Mesa	Yes	in person, via email, and Zoom
6	Cypress	Yes	in person, via email, and Zoom
7	Dana Point	No	in person and via email
8	Fountain Valley	Yes	in person and via Zoom
9	Fullerton	Yes	in person, via email, and Zoom
10	Garden Grove	No	in person and via email
11	Huntington Beach	No	in person and via email
12	Irvine	Yes	in person, via email, and Zoom
13	La Habra	No	in person and via email
14	La Palma	No	in person only
15	Laguna Beach	No	in person and via email
16	Laguna Hills	No	in person and via email
17	Laguna Niguel	No	in person only
18	Laguna Woods	Yes	in person and via email [Zoom pc not an option]
19	Lake Forest	No	in person and via email
20	Los Alamitos	No	in person and via email
21	Mission Viejo	No	in person only
22	Newport Beach	No	in person and via email
23	Orange	No	in person, via email or recorded voicemail message
24	Placentia	No	in person only
25	Rancho Santa Margarita	No	in person and via e-comment
26	San Clemente	No	in person only
27	San Juan Capistrano	No	in person and via email
28	Santa Ana	Yes	in person, via email, and Zoom
29	Seal Beach	No	in person only
30	Stanton	Yes	in person and via email [Zoom pc not an option]
31	Tustin	Yes	in person, via email, and Zoom
32	Villa Park	No	in person and via email
33	Westminster	No	in person and via email
34	Yorba Linda	No	in person and via email

6/4/2025

9 out of 34 cities stream via Zoom

7 out of the 9 allow public comments via Zoom