



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY*

Agenda

Tuesday, March 7, 2023

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.

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).

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/98376390419?pwd=dnFfelc5TnU4a3BKWVlyRVZMallZZz09>

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 983 7639 0419/ Password: 905283

- 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: 983 7639 0419/ Password: 905283
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, to prevent audio issues.

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. Comments received by 12:00 p.m. on the date 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. 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.

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]. Language translation services are available for this meeting by calling (714) 754-5225 at least 48 hours in advance.

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]. Servicios de traducción de idioma están disponibles para esta junta llamando al (714) 754-5225 por lo mínimo 48 horas de anticipación.

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 - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Lorna Lyttle vs. City of Costa Mesa Orange County Superior Courts
Case No. 30-2022-01268630-CU-OE-WJC
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9, (d)(1)
Name of Case: SoCal Recovery, LLC, a California limited liability company v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01304-JVS-PJW.
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9, (d)(1)
Name of Case: Raw Recovery, LLC et al v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01080-JVS-AGR
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Subdivision (d)(1) of Section 54956.9, California Government Code
Name of Case: Ohio House, LLC v. City of Costa Mesa, USDC, Central District of CA, Case No. 8:19-cv-01710-DOC (KESx)
5. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY**

March 7, 2023 – 6:00 P.M.

JOHN STEPHENS
Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
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. [Proclamation: 2023 Women's History Month](#) [23-1115](#)
Attachments: [Proclamation: 2023 Women's History Month](#)

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments are limited to 3 minutes, or as otherwise directed.

Comments on Consent Calendar items may also be heard at this time.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 4 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-7)

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 ALI23-1090 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.

2. [READING FOLDER](#) [23-1091](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Oscar Dandolo, Brenda Leyva, Mercury Insurance (Jonathan Reyes), Susan Schultz, Armando Valencia Munoz.

3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[23-1104](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2695.

Attachments: [1. Summary Check Register week of February 13](#)
[2. Summary Check Register week of February 20](#)

4. **[MINUTES](#)** **[23-1092](#)**

RECOMMENDATION:

City Council approve the Minutes of the Study Session of February 15, 2023 and Regular meeting of February 21, 2023.

Attachments: [1. 02-15-2023 Draft Minutes](#)
[2. 02-21-2023 Draft Minutes](#)

5. **[DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS \(SCAG\) 2023 REGIONAL CONFERENCE AND GENERAL ASSEMBLY](#)** **[23-1069](#)**

RECOMMENDATION:

Staff recommends the City Council:

Designate Council Member Reynolds as the delegate for the upcoming 2023 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.

6. **[MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES](#)** **[23-1102](#)**

RECOMMENDATION:

Staff recommends that the City Council approve the January and February 2023 updates to the City of Costa Mesa's Strategic Plan Goals and Objectives.

Attachments: [Strategic Objectives Update February 2023](#)

7. [2023-28 NEWPORT BAY WATERSHED COOPERATIVE AGREEMENT23-1086](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Agreement to fund Total Maximum Daily Load (TMDL) programs and related activities in the Newport Bay Watershed, Cooperative Agreement No. MA-080-23010376.
2. Authorize the Mayor and the City Clerk to execute Cooperative Agreement No. MA-080-23010376.
3. Authorize the City Manager to execute any future amendments to this agreement.

Attachments: [1. 2023-2028 NB TMDL Agreement](#)
[2. 2018-2023 NB TMDL Agreement](#)

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. [DISSOLVING CITY COUNCIL AD HOC COMMITTEES](#) [23-1100](#)

RECOMMENDATION:

Staff recommends the City Council:

Dissolve the following City Council Ad Hoc Committees: the Cannabis Ad Hoc Committee, the Fairview Developmental Center Ad Hoc Committee, Housing Ad Hoc Committee, and the City Manager Ad Hoc Committee.

2. [PROFESSIONAL SERVICES AGREEMENT WITH THE SOLÍS GROUP FOR ADMINISTRATION OF THE COMMUNITY WORKFORCE AGREEMENT](#) [23-1108](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to The Solís Group for administration of the Community Workforce Agreement (CWA) for an initial three-year period with two one-year renewal periods for a not to exceed amount of \$400,000.
2. Authorize the City Manager or designee to execute the agreement and any future authorized amendments to this agreement.

Attachments: [1. PSA with the Solis Group](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1115

Meeting Date: 3/7/2023

TITLE:

Proclamation: 2023 Women's History Month

DEPARTMENT: City Manager's Office



WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were essential in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders at the forefront of every significant progressive social change movement; and

WHEREAS, American women have served our country courageously in the military;

WHEREAS, American women have been leaders not only in securing their rights of voting and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued in the literature, teaching, and study of American history:

WHEREAS, the theme for 2023 is "Celebrating Women Who Tell Our Stories," the Women’s History Month theme is designated by the National Women's History Alliance; and

WHEREAS, this year’s timely theme honors women in every community who have devoted their lives and talents to producing art, pursuing truth, and reflecting the human condition decade after decade; and

WHEREAS, women have long been instrumental in passing on our heritage in word and print to communicate the lessons of those who came before us. Women’s stories, and the larger human story, expand our understanding and strengthen our connections with each other.

WHEREAS, the Costa Mesa Women’s Club was founded in 1910 as a sewing circle, known as “The Friday Afternoon Club,” in the home of Alice Plummer, and

WHEREAS, a philanthropic and social organization, the Costa Mesa Women’s Club sponsors several educational for young adults, and

WHEREAS, the Costa Mesa Women’s Club was established to offer its members all areas of general culture, and to promote community interests, and support social and educational organizations.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the month of March 2023 as **Women's History Month** and call upon all Costa Mesa residents to observe this month and pay tribute to the women who continue to tell our stories, and recognize their dedication and shared desire to give voice to the voiceless.

DATED this seventh day of March 2023.

John B. Stephens, Mayor of the City of Costa Mesa



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1090

Meeting Date: 3/7/2023

TITLE:

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

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1091

Meeting Date: 3/7/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Oscar Dandolo, Brenda Leyva, Mercury Insurance (Jonathan Reyes), Susan Schultz, Armando Valencia Munoz.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1104

Meeting Date: 3/7/2023

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

CONTACT INFORMATION: Carol Molina at (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2695.

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. 23-04 On Cycle for \$2,292,673.05 and City operating expenses for \$2,417,904.48.

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTINGPage No. 1
Run Date Feb 16, 2023
Run Time 1:03:57 PMBank: CITY
Cycle: AWKLY

| Payment Ref | Cancel Date | Status | Remit To | Remit ID | Payment Date | Payment Amt |
|--|-------------|--------|--------------------|------------|--------------|----------------------------|
| 0240463 | 2/13/2023 | V | Community Controls | 0000020782 | 12/16/22 | (19,899.78) |
| Line Description: Vendor did not received check. | | | | | | |
| | | | | | | TOTAL (\$19,899.78) |

0.00 *

19,899.78 -

27,191.00 +

250.00 +

948,890.63 +

2,272.57 +

305,881.56 +

19,331.13 +

1,283,917.11 *

End of Report

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241258 | 02/17/23 | O | Southern California Edison Company Line Description: Overflow | 0000004088 | 0.00 |
| TOTAL | | | | | 0.00 |

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Feb 16, 2023

Run Time 1:01:54 PM

Bank: CITY
Cycle: ANNUAL

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241245 | 02/13/23 | P | Community Controls | 0000020782 | 19,899.78 |
| | | | Line Description: CY Gate Installation CY Gate Installation | | |
| 0241246 | 02/13/23 | P | Dell Computer Corp | 0000001962 | 6,273.89 |
| | | | Line Description: Dell Laptops | | |
| 0241247 | 02/13/23 | P | Turnout Maintenance Company LLC | 0000020182 | 1,017.33 |
| | | | Line Description: Turnout Coat, Pant, Gloves | | |
| TOTAL | | | | | \$27,191.00 |

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Feb 16, 2023

Run Time 1:02:35 PM

Bank: CITY
Cycle: ANNUAL

| <u>Payment Ref</u> | <u>Date</u> | <u>Status</u> | <u>Remit To</u> | <u>Remit ID</u> | <u>Payment Amt</u> |
|---|-------------|---------------|-------------------------|-----------------|--------------------|
| 0241248 | 02/16/23 | P | Carmela Dianne Gonzalez | 0000022621 | 250.00 |
| <i>Line Description:</i> Achievement Award Feb 23 | | | | | |
| TOTAL | | | | | \$250.00 |

End of Report

Bank: CITY

Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241249 | 02/17/23 | P | Bentley Mills, Inc. | 0000029938 | 49,419.00 |
| | | | <i>Line Description:</i> Labor Cost Carpet Installation | | |
| 0241250 | 02/17/23 | P | Buchalter A Professional Corporation | 0000028918 | 39,432.15 |
| | | | <i>Line Description:</i> Legal Svc-SoCal Recovery | | |
| | | | Legal Svc-Ohio House Appeal | | |
| 0241251 | 02/17/23 | P | Care Ambulance Service Inc | 0000019807 | 152,770.00 |
| | | | <i>Line Description:</i> Surge Unit Charge-Dec 22 | | |
| | | | Ambulance Svc 11-1/15/23 | | |
| | | | Ambulance Svc 1/16-1/31/23 | | |
| 0241252 | 02/17/23 | P | County of Orange | 0000007209 | 81,676.00 |
| | | | <i>Line Description:</i> 800 Mhz Cost Allocn Jan-Mar23 | | |
| 0241253 | 02/17/23 | P | Iiteris Inc | 0000008920 | 20,146.56 |
| | | | <i>Line Description:</i> Iiteris Video Detection System | | |
| 0241254 | 02/17/23 | P | LINA | 0000015623 | 29,372.95 |
| | | | <i>Line Description:</i> LTD Ins Prem Jan 2023 | | |
| | | | NYL Admin LTD Fees Jan 23 | | |
| | | | Voluntary Life InsPrem Jan 23 | | |
| | | | Retiree Life Ins Prem Jan 23 | | |
| | | | Life/AD&D Ins Prem Jan 2023 | | |
| 0241255 | 02/17/23 | P | Mercy House | 0000003138 | 183,883.16 |
| | | | <i>Line Description:</i> Nov 22 Bridge Shelter Ops | | |
| 0241256 | 02/17/23 | P | SiteOne Landscape Supply LLC | 0000024133 | 24,243.75 |
| | | | <i>Line Description:</i> Cellular Upgrades-Irr Control | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|---|----------|--------|------------------------------------|------------|-------------|
| 0241257 | 02/17/23 | P | Southern California Edison Company | 0000004088 | 160,599.11 |
| <i>Line Description:</i> 980 Arlington 1/4-2/1/23 Volcom Skate Prk 1/4-2/1/23 Facilities 12/12-1/31/23 Street Lights Jan 2023 Baker/Royal Palm 1/1-1/31/23 19th/NPT 1/1-1/31/23 Npt Fwy/Baker 1/1-1/31/23 SD Fwy On/Off 1/1-1/31/23 DRC 12/31-1/30/23 970 Arlington 1/4-2/1/23 2750 Fairview 14-2/1/23 1895 Irvine 1/3-1/31/23 Tennis Center 1/4-2/1/23 Sunflower/Plaza 1/1-1/31/23 NCC 12/29-1/29/23 885 Junipero 1/4-2/1/23 Park Maint 12/8-1/31/23 Davls Field 12/29-1/29/23 3129 Harbor 1/3-1/31/23 702 1/2 Victoria 12/30-1/30/23 1624 Gisler 1/3-1/31/23 Sr Ctr 12/29-1/29/23 Joann St Bike 1/1-1/31/23 3460 Smalley 1/3-1/31/23 1035 Park Crest 1/4-2/1/23 | | | | | |
| 0241259 | 02/17/23 | P | Z&K Consultants, Inc | 0000029416 | 27,840.00 |
| <i>Line Description:</i> Street Rehab Proj | | | | | |
| 0241260 | 02/17/23 | P | AT & T Mobility | 0000001107 | 181.32 |
| <i>Line Description:</i> Comm Cell Phones Comm Cell Phones | | | | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241261 | 02/17/23 | P | Allstar Fire Equipment Inc | 0000000986 | 464.34 |
| | | | Line Description: Leather Boots | | |
| 0241262 | 02/17/23 | P | Alta Planning & Design | 0000013648 | 5,307.40 |
| | | | Line Description: Bic;ycle Wayfinding Sign-Dec22 | | |
| 0241263 | 02/17/23 | P | Aramark Correctional Services Inc | 0000013108 | 838.92 |
| | | | Line Description: Jail Food Svs 12/1-12/7/22 | | |
| 0241264 | 02/17/23 | P | Atlas Planning Solutions | 0000026909 | 7,500.00 |
| | | | Line Description: LHMP-Dec 2022 | | |
| 0241265 | 02/17/23 | P | BIT Pros Inc | 0000029087 | 825.86 |
| | | | Line Description: Air Horn Repair-#525 | | |
| 0241266 | 02/17/23 | P | Beacon Health Options Inc | 0000026762 | 916.30 |
| | | | Line Description: Employee Assistance Prog-Jan23 | | |
| 0241267 | 02/17/23 | P | BrightView Landscape Services Inc | 0000026055 | 11,931.27 |
| | | | Line Description: Irrigation Repair-Nov 2022 | | |
| | | | Replace Backflow-Canyon/Sea Bl | | |
| 0241268 | 02/17/23 | P | Bureau Veritas North America Inc | 0000016616 | 295.00 |
| | | | Line Description: Consulting-Plan Check Svs | | |
| 0241269 | 02/17/23 | P | CEPA Operations, Inc. | 0000028911 | 250.00 |
| | | | Line Description: CEPA Fume Hood Test/Certificat | | |
| 0241270 | 02/17/23 | P | Canon Financial Services Inc | 0000023241 | 3,234.58 |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | Line Description: Copier Lease-Feb 2023 Copier Maint-Jan 2023 | | |
| 0241271 | 02/17/23 | P | Cintas Corporation #640 | 0000023262 | 48.78 |
| | | | Line Description: KITCHEN CLEANING SUPPLIES | | |
| 0241272 | 02/17/23 | P | Costa Mesa Lock & Key | 0000001817 | 1,945.45 |
| | | | Line Description: Repair @ Angels Playground Locks for DRC | | |
| 0241273 | 02/17/23 | P | Datum Storage Solutions | 0000023655 | 7,400.74 |
| | | | Line Description: Cabinet & Shelves to store Tas | | |
| 0241274 | 02/17/23 | P | David Evans & Associates Inc | 0000001937 | 8,629.50 |
| | | | Line Description: Meyer/Pomona Traffic Design | | |
| 0241275 | 02/17/23 | P | Entenmann Rovin Company | 0000002130 | 164.75 |
| | | | Line Description: Flat Badges | | |
| 0241276 | 02/17/23 | P | Enterprise Rent A Car | 0000002131 | 2,148.11 |
| | | | Line Description: Undercover Car Rental Undercover Car Rental | | |
| 0241277 | 02/17/23 | P | GMS Elevator Services | 0000028704 | 7,053.75 |
| | | | Line Description: Elevator Proj #20-03/200091 RetentionPayable#20-03/#200091 | | |
| 0241278 | 02/17/23 | P | Galls LLC | 0000002297 | 322.47 |
| | | | Line Description: Uniform Uniform | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|-------------------|---|------------|-------------|
| 0241279 | 02/17/23 | P | Glenn Lukos & Associates Inc | 0000011626 | 8,642.97 |
| | | Line Description: | Vernal Pool Proj 11/26-1/6 Vernal Pools Proj 11/26-1/6 | | |
| 0241280 | 02/17/23 | P | Grainger | 0000002393 | 700.74 |
| | | Line Description: | Supplies for Comm HVAC Supplies | | |
| 0241281 | 02/17/23 | P | HdL Coren & Cone | 0000007882 | 4,591.51 |
| | | Line Description: | Peoperty Tax Jan-Mar 2023 | | |
| 0241282 | 02/17/23 | P | Hirsch Pipe & Supply Company Inc | 0000026475 | 152.28 |
| | | Line Description: | Shower Valve | | |
| 0241283 | 02/17/23 | P | Kelly Spicers Stores | 0000029500 | 596.72 |
| | | Line Description: | Tab's, Bond, Vinyl | | |
| 0241284 | 02/17/23 | P | Kimley Horn & Associates Inc | 0000005251 | 2,725.00 |
| | | Line Description: | Housing Element-Nov 22 | | |
| 0241285 | 02/17/23 | P | Leader Emergency Vehicles | 0000029784 | 484.09 |
| | | Line Description: | Door Latches | | |
| 0241286 | 02/17/23 | P | LiveWire Creative Services Inc | 0000025917 | 1,023.63 |
| | | Line Description: | Wall Name Plates | | |
| 0241287 | 02/17/23 | P | Long Beach BMW | 0000015745 | 1,245.78 |
| | | Line Description: | Transmission-629 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | Line Description: Brake Parts & Srvs | | |
| 0241288 | 02/17/23 | P | Los Angeles Times | 0000003000 | 1,636.23 |
| | | | Line Description: Legal Advertising Legal Publications | | |
| 0241289 | 02/17/23 | P | Lowe's | 0000017688 | 18.38 |
| | | | Line Description: HVAC Hardware | | |
| 0241290 | 02/17/23 | P | Mad Science of West Orange County | 0000029437 | 218.00 |
| | | | Line Description: LEAP/EC-Magnets on 1/20/23 | | |
| 0241291 | 02/17/23 | P | Marion Wood | 0000030007 | 500.00 |
| | | | Line Description: Collage Wrkshop at SC | | |
| 0241292 | 02/17/23 | P | Mesa Art & Framing | 0000002944 | 2,478.25 |
| | | | Line Description: SALES TAX (7.75%) UTILITY BOX WRAPPING | | |
| 0241293 | 02/17/23 | P | MetLife Legal Plans Inc | 0000014707 | 3,997.50 |
| | | | Line Description: Legal Jan 2023 | | |
| 0241294 | 02/17/23 | P | Michael E Raneses | 0000027496 | 390.00 |
| | | | Line Description: Admin Hearings for Civil Cit | | |
| 0241295 | 02/17/23 | P | Mouse Graphics | 0000001170 | 1,369.50 |
| | | | Line Description: SALES TAX (7.75%) UTILITY BOX WRAP | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241296 | 02/17/23 | P | National Data & Surveying Services | 0000021249 | 325.00 |
| | | | Line Description: 24Hr ADT/Speed/Turning Counts 24 Hr ADT/Speed/Turning Counts | | |
| 0241297 | 02/17/23 | P | NeWave Construction Inc | 0000024108 | 6,829.25 |
| | | | Line Description: Water Damage Restoration & Rem | | |
| 0241298 | 02/17/23 | P | Norwood Management LLC | 0000029243 | 12,875.00 |
| | | | Line Description: Rent for 2/1-2/28/23 | | |
| 0241299 | 02/17/23 | P | O Neil Storage | 0000018395 | 112.34 |
| | | | Line Description: Document Storage | | |
| 0241300 | 02/17/23 | P | Occu Med | 0000003388 | 4,282.00 |
| | | | Line Description: Pre Employment Physicals Pre-Employment Physicals | | |
| 0241301 | 02/17/23 | P | Pacific Medical Waste | 0000029793 | 549.60 |
| | | | Line Description: Biohazard Disposal Jan 2023 Biohazard Disposal Dec 2022 | | |
| 0241302 | 02/17/23 | P | Priority Landscape Services LLC | 0000026592 | 8,993.00 |
| | | | Line Description: Landscape, Tree Care Dec 2022 Tree Care & Plantings Landscape Maint-FVP Wetlands 12/2 | | |
| 0241303 | 02/17/23 | P | Pyxis Water Systems Inc | 0000015837 | 2,500.00 |
| | | | Line Description: Lake Maint Sept 2022 | | |
| 0241304 | 02/17/23 | P | Raymond Handling Solutions Inc | 0000017422 | 35.98 |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | <i>Line Description:</i> Forklift | | |
| 0241305 | 02/17/23 | P | SHI International Corp | 0000016007 | 1,996.63 |
| | | | <i>Line Description:</i> Photoshop for Enterprise - Mon Speakers for PCs HP Color Laserjet Printer | | |
| 0241306 | 02/17/23 | P | Samys Camera | 0000014807 | 9,744.78 |
| | | | <i>Line Description:</i> Media Equipment | | |
| 0241307 | 02/17/23 | P | Snap On Industrial | 0000012101 | 1,198.85 |
| | | | <i>Line Description:</i> Shop Tools & Equipment | | |
| 0241308 | 02/17/23 | P | Southern California Shredding Inc | 0000025605 | 105.00 |
| | | | <i>Line Description:</i> Records Destruction-Jan 2023 | | |
| 0241309 | 02/17/23 | P | Staples Advantage | 0000024532 | 9,636.21 |
| | | | <i>Line Description:</i> Supplies-HR Recruit/Selection Sm Tools/Equip-Engr St Improv Supplies-Dev Svs-Bldg Safety Supplies-P&R DT Rec Center Supplies-Dev Svs-Planning Supplies-Code Enforcement Supplies-Police Records Supplies-PS Admin Supplies-Finance Supplies-Fire Supplies-IT Supplies-CEO Office-City Clerk Supplies-P&R Balearic Yth Sprt | | |
| 0241310 | 02/17/23 | P | State of California Dept of Justice | 0000001534 | 294.00 |
| | | | <i>Line Description:</i> Livescan/Fingerprinting Servic | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241311 | 02/17/23 | P | Steve Chauncey | 0000017670 | 170.00 |
| | | | <i>Line Description:</i> POST Reg Fee-OFC Heath McMahon | | |
| 0241312 | 02/17/23 | P | Stryker Sales Corp | 0000022385 | 11,487.00 |
| | | | <i>Line Description:</i> GURNEY REPAIRS GURNEY REPAIRS GURNEY REPAIRS GURNEY REPAIRS GURNEY REPAIRS GURNEY REPAIRS | | |
| 0241313 | 02/17/23 | P | Susan Saxe Clifford PHD | 0000003932 | 450.00 |
| | | | <i>Line Description:</i> Pre-Employment Psych Eval | | |
| 0241314 | 02/17/23 | P | The Counseling Team International | 0000026352 | 220.00 |
| | | | <i>Line Description:</i> Safety Physicals | | |
| 0241315 | 02/17/23 | P | Turnout Maintenance Company LLC | 0000020182 | 110.00 |
| | | | <i>Line Description:</i> Cleaned Coat, Pant, Hood Glove | | |
| 0241316 | 02/17/23 | P | United Site Services of California Inc | 0000015552 | 64.81 |
| | | | <i>Line Description:</i> Portable Toilet Srvs Del Mar G Portable Toilet Srvs Del Mar G Portable Toilet Srvs Del Mar G Portable Toilet Srvs Hamilton Portable Toilet Srvs Hamilton | | |
| 0241317 | 02/17/23 | P | Verizon Wireless | 0000008717 | 830.22 |
| | | | <i>Line Description:</i> Calnet3 Broadband Svs 12/31/22 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------------------------|--|------------|--------------|
| 0241318 | 02/17/23 | P | Verizon Wireless | 0000008717 | 8,157.98 |
| | | <i>Line Description:</i> | Broadband Subnet 12/18-1/17/23 PD Cell Phones 12/16-1/15/23 CELL PHONE SVS 12/18-1/17/23 | | |
| 0241319 | 02/17/23 | P | Vulcan Materials Company | 0000007403 | 787.92 |
| | | <i>Line Description:</i> | Asphalt-Patching Potholes/Side Asphalt-Patch Pothole/Sidewalk Asphalt for Potholes&Sidewalks Asphalt-Patch Pothole/Sidewalk | | |
| 0241320 | 02/17/23 | P | Ware Disposal Inc | 0000000255 | 4,770.05 |
| | | <i>Line Description:</i> | 3rd Dump Day @ Senior Center | | |
| 0241321 | 02/17/23 | P | West Coast Fence Co | 0000021495 | 150.00 |
| | | <i>Line Description:</i> | Catch Repair at Del Mar Garden | | |
| 0241322 | 02/17/23 | P | Williams Scotsman Inc | 0000010492 | 2,603.21 |
| | | <i>Line Description:</i> | Lease and Removal of Trailer | | |
| TOTAL | | | | | \$948,890.63 |

Bank: CITY
Cycle: APAY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241323 | 02/17/23 | P | CHC: Creating Healthier Communities | 0000008015 | 10.00 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 0241324 | 02/17/23 | P | CalPERS Long-Term Care Program | 0000006287 | 184.27 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 0241325 | 02/17/23 | P | California State Disbursement Unit | 0000017443 | 1,328.30 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 0241326 | 02/17/23 | P | Pamela Lilly | 0000025324 | 750.00 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| TOTAL | | | | | \$2,272.57 |

Bank: DDP1

Cycle: ADDEP1

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 015061 | 02/15/23 | P | Alma Reyes | 0000021563 | 65.15 |
| | | | Line Description: Labor Arbitration Conf | | |
| 015062 | 02/15/23 | P | Ameerah Ghaznavi | 0000029966 | 34.06 |
| | | | Line Description: Mileage Exp Reimb | | |
| 015063 | 02/15/23 | P | Arnold Antonio | 0000029593 | 335.00 |
| | | | Line Description: CA Fire Prevent Institute Conf | | |
| 015064 | 02/15/23 | P | Ben Castillo | 0000029484 | 335.00 |
| | | | Line Description: CA Fire Prevent Institute Conf | | |
| 015065 | 02/15/23 | P | Blake Cole | 0000029962 | 286.86 |
| | | | Line Description: Fire Investigation 1C | | |
| | | | Fire Investigation 1B | | |
| 015066 | 02/15/23 | P | Enrique Gomez | 0000019792 | 177.73 |
| | | | Line Description: Safety Shoes | | |
| 015067 | 02/15/23 | P | Jonathan Neal | 0000021318 | 335.00 |
| | | | Line Description: CA Fire Prevent Institute Conf | | |
| 015068 | 02/15/23 | P | Marc Yuhasz | 0000004609 | 1,047.00 |
| | | | Line Description: Qtrly Retiree Medical Payment | | |
| | | | Qtrly Retiree Medical Payment | | |
| 015069 | 02/15/23 | P | Nikki Johnson | 0000029591 | 335.00 |
| | | | Line Description: CA Fire Prevent Institute Conf | | |

Bank: DDP1
Cycle: ADDEP1

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|---|-------------------|------------|--------------|
| 015070 | 02/15/23 | P | Vincent Legaspi | 0000028710 | 376.40 |
| | | Line Description: Shot Show | | | |
| 015071 | 02/15/23 | P | Travel Costa Mesa | 0000024750 | 302,554.36 |
| | | Line Description: BIA Receipts for Jan 2023 | | | |
| TOTAL | | | | | \$305,881.56 |

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 015072 | 02/17/23 | P | Costa Mesa Employees Association | 0000006284 | 3,160.18 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 015073 | 02/17/23 | P | Costa Mesa Executive Club | 0000006286 | 70.00 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 015074 | 02/17/23 | P | Costa Mesa Firefighters Association | 0000001812 | 8,440.95 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 015075 | 02/17/23 | P | Costa Mesa Police Association | 0000001819 | 7,380.00 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| 015076 | 02/17/23 | P | Costa Mesa Police Management Assn | 0000005082 | 280.00 |
| | | | Line Description: Payroll Deduction 23-04 | | |
| TOTAL | | | | | \$19,331.13 |

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Bank: CITY

Run Date Feb 23, 2023

Cycle: AWKLY

Run Time 10:49:16 AM

| <u>Payment Ref</u> | <u>Date</u> | <u>Status</u> | <u>Remit To</u> | <u>Remit ID</u> | <u>Payment Amt</u> |
|--------------------|-------------|---------------|---|-----------------|--------------------|
| 0241336 | 02/24/23 | O | Southern California Edison Company <i>Line Description: Overflow</i> | 0000004088 | 0.00 |
| 0241337 | 02/24/23 | O | Southern California Edison Company <i>Line Description: Overflow</i> | 0000004088 | 0.00 |
| TOTAL | | | | | 0.00 |

44.5 +
1,128,724.21 +
1,858.66 +
3,360. +
1,133,987.37 *

Bank: CITY
Cycle: ANNUAL

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|--------------------------------------|----------|--------|----------------------|------------|-------------|
| 0241327 | 02/22/23 | P | Christopher Rufsvold | 0000030009 | 44.50 |
| Line Description: Reimb Livescan Fee | | | | | |
| TOTAL | | | | | \$44.50 |

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241328 | 02/24/23 | P | AM Painting Inc. | 0000029887 | 57,807.50 |
| | | | Line Description: CH Repaint #22-05/#20079 Retention Payable #200079 | | |
| 0241329 | 02/24/23 | P | Benefit Coordinators Corp | 0000029594 | 40,966.60 |
| | | | Line Description: Vision Ins Premium-Feb 2023 Delta Dental-Feb 2023 | | |
| 0241330 | 02/24/23 | P | BrightView Landscape Services Inc | 0000026055 | 214,240.99 |
| | | | Line Description: Irrigation Repair-Dec 2022 Landscape Maint Svc-Jan 2023 Replace Backflow @ TeWinkle Pk Irrigation Repair-Jan 2023 | | |
| 0241331 | 02/24/23 | P | CDCE Inc | 0000019481 | 25,154.24 |
| | | | Line Description: TRIMLINE LITE VEHICLE DOCK SALES TAX (7.75%) | | |
| 0241332 | 02/24/23 | P | Clean Street | 0000001098 | 66,846.87 |
| | | | Line Description: Street Sweeping-Jan 23 St Power Wash-Jan 23 Pressure Wash Bus Shelter-Jan | | |
| 0241333 | 02/24/23 | P | JP Morgan Equipment Finance | 0000029582 | 162,496.96 |
| | | | Line Description: Fire Ladder Truck Lease Pymnt | | |
| 0241334 | 02/24/23 | P | League of California Cities | 0000002928 | 30,057.00 |
| | | | Line Description: 2023 Membership Dues | | |
| 0241335 | 02/24/23 | P | Southern California Edison Company | 0000004088 | 19,719.76 |
| | | | Line Description: 308 University 1/12-2/10/23 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|--------------------------|------|--------|--------------------------------|----------|-------------|
| <i>Line Description:</i> | | | | | |
| | | | Signals 12/8-1/6/23 | | |
| | | | 782 Shalimar 1/9-2/7/23 | | |
| | | | 1587 Sunflower 1/9-2/7/23 | | |
| | | | 1071 Bristol 1/19-2/15/23 | | |
| | | | 2612 Harbor 1/17-2/13/23 | | |
| | | | 2917-3171 Redhill 1/10-2/15/23 | | |
| | | | 1040 Paularino 1/18-2/14/23 | | |
| | | | 2783 Bristol 1/18-2/14/23 | | |
| | | | 2944 Bristol 1/17-2/13/23 | | |
| | | | 1990 Placentia 1/6-2/5/23 | | |
| | | | 707 W 18th 1/7-2/6/23 | | |
| | | | 711 W 18th 1/7-2/6/23 | | |
| | | | 734 James 1/7-2/6/23 | | |
| | | | 740 James | | |
| | | | 744 James 1/7-2/6/23 | | |
| | | | 745 W 18th 1/7-2/6/23 | | |
| | | | 2293 Canyon1/7-2/6/23 | | |
| | | | 744 & 721 James 1/7-2/6/23 | | |
| | | | 717 & 72 James 1/7-2/6/23 | | |
| | | | 2590 Placentia 1/7-2/6/23 | | |
| | | | BCC 1/7-2/6/23 | | |
| | | | 567 W 18th 1/7-2/6/23 | | |
| | | | 1940 Placentia 1/7-2/6/23 | | |
| | | | 1350 S Coast 1/9-2/7/23 | | |
| | | | 360 Ogle 1/11-2/9/23 | | |
| | | | 199 Broadway 1/17-2/13/23 | | |
| | | | 350 Bristol 1/10-2/8/23 | | |
| | | | 401 Broadway 1/17-2/13/23 | | |
| | | | 1256 Adams 1/11-2/9/23 | | |
| | | | 1560 Adams 1/12-2/10/23 | | |
| | | | 1071 Arlington 1/10-2/8/23 | | |
| | | | 1050 Arlington 1/10-2/8/23 | | |
| | | | 980 Arlington 1/10-2/8/23 | | |
| | | | 980 Arlington 1/10-2/8/23 | | |
| | | | 152 Baker | | |
| | | | 3191 Redhill 1/10-2/8/23 | | |
| | | | 3175 Airway 1/10-2/8/23 | | |
| | | | Arlington 1/10-2/8/23 | | |
| | | | 410 Merrimac 1/11-2/9/23 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | <i>Line Description:</i> 410 Merrimac 1/11-2/9/23 Medians 1/6-2/5/23 3190 Redhill 1/10-2/8/23 | | |
| 0241338 | 02/24/23 | P | Southern California Gas Company | 0000004092 | 29,636.53 |
| | | | <i>Line Description:</i> FS #3 12/20/22-1/21/23 NHCC 12/20/22-1/21/23 FS#2 12/22-1/24/23 Bridge Shelter 1/11-2/9/23 721 James 12/20/22-1/21/23 FS #4 12/21/22-1/23/23 FS #5 12/21/22-1/23/23 2300 Placentia 12/21/22-1/23/23 PD 12/21/22-1/23/23 FS #6 12/29-1/27/23 567 W 18th 12/20/22-1/21/23 717 James 12/20/22-1/21/23 DRC Pool 12/20/22-1/21/23 Sr Cntr 12/20-1/21/23 2310 Placentia 12/21-1/23/23 Telecomm 12/21/22-1/23/23 Historicl Soc 12/20/22-1/21/23 DRC 12/20/22-1/21/23 FS #1 12/27/22-1/25/23 BCC 12/27/22-1/25/23 | | |
| 0241339 | 02/24/23 | P | State of Calif Dept of Health Care Svcs | 0000027110 | 192,689.28 |
| | | | <i>Line Description:</i> 22-23 Q2 GEMT Payment 22-23 Q3 GEMT Payment 22-23 Q1 GEMT Payment | | |
| 0241340 | 02/24/23 | P | Time Warner Cable | 0000011202 | 28,020.92 |
| | | | <i>Line Description:</i> Internet Fiber Svcs-Var Locati Ethernet Fiber4 Svs-City Hall Comm Fiber-PD Warehouse 2310 Placentia A Internet/Cabl | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|--|----------|--------|-------------------|------------|-------------|
| <i>Line Description:</i> HVAC Alarm-Basement at CH NCC Internet (New Bldg) HVAC Alarm-Library 3175 Airway Ave B Ethernet Internet Srvs City Hall Cable Srvs City Hall-Dev Srvs Cable Srvs City Hall-Park Cable Srvs City Hall-Fire Cable Srvs City Hall-Fin Cable Srvs City Hall-PS Cable Srvs City Hall-IT Cable Srvs City Hall-CM Internet Srvs for CH (Data) Internet Srvs for PD (Data) | | | | | |
| 0241341 | 02/24/23 | P | Ware Disposal Inc | 0000000255 | 16,580.73 |
| <i>Line Description:</i> Bulky Item Collection Solid Waste Collection-Feb 23 | | | | | |
| 0241342 | 02/24/23 | P | AGA Engineers Inc | 0000028838 | 2,195.00 |
| <i>Line Description:</i> Bear St TSSP-Nov 2022 Bear St TSSP-Dec 2022 | | | | | |
| 0241343 | 02/24/23 | P | AT & T | 0000001107 | 4,416.15 |
| <i>Line Description:</i> Estancia Park 1/3-2/2/23 DiD Trunk Line Wakeham Park 1/10-2/9/23 Smallwood Park 1/6-2/5/23 Outgoing Trunk Line PD DSL Line 12/27-1/26/23 PD Emergency Line 1/4-2/3/23 TeWinkle Park 1/7-2/6/23 NCC Fire Alarm 12/24-1/23/23 800 Mhz Radio Link 1/1-1/31/23 DSL Line for Traffic Operation IT Computer Room | | | | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | <i>Line Description:</i> Lions Park Baseball Field 12/2 Sr Cntr DSL for Bldg Maint 12/ DRC Alarm 1/4-2/3/23 WSS Alarm 12/27-1/26/23 Cool Line for PD 1/7-2/6/23 | | |
| 0241344 | 02/24/23 | P | Adam Ereth | 0000029232 | 400.00 |
| | | | <i>Line Description:</i> Planning Comm Mtng-Jan 23 | | |
| 0241345 | 02/24/23 | P | Ai Ley Tan | 0000029642 | 750.00 |
| | | | <i>Line Description:</i> Health Item-Wellness Program | | |
| 0241346 | 02/24/23 | P | Air Exchange Inc | 0000024177 | 1,486.42 |
| | | | <i>Line Description:</i> Inspection Motor Replace Disconnected Hose | | |
| 0241347 | 02/24/23 | P | Akeso Occupational Health | 0000029274 | 155.00 |
| | | | <i>Line Description:</i> DMV Testing | | |
| 0241348 | 02/24/23 | P | All City Management Services Inc | 0000009480 | 12,011.83 |
| | | | <i>Line Description:</i> Schl Crsng Guard 1/8-1/21/23 | | |
| 0241349 | 02/24/23 | P | All Traffic Solutions Inc | 0000025936 | 3,000.00 |
| | | | <i>Line Description:</i> App Traffic Suite 1/16/23-1/15 | | |
| 0241350 | 02/24/23 | P | Allied Restoration Services, Inc | 0000029481 | 12,070.00 |
| | | | <i>Line Description:</i> Clean HVAC Air Ducts @ FS#6 | | |
| 0241351 | 02/24/23 | P | Amtex Manufacturing & Supply Company Inc | 0000001038 | 590.47 |
| | | | <i>Line Description:</i> Supplies | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241352 | 02/24/23 | P | Angel Auto Spa LLC | 0000027465 | 2,096.15 |
| | | | Line Description: PD Car Washes City Car Wahes | | |
| 0241353 | 02/24/23 | P | Angely Vallarta | 0000029193 | 400.00 |
| | | | Line Description: Planning Comm Mtng-Jan 23 | | |
| 0241354 | 02/24/23 | P | Aramark Correctional Services Inc | 0000013108 | 754.60 |
| | | | Line Description: Jail Food Svc12/29/22-1/18/23 | | |
| 0241355 | 02/24/23 | P | Beau Hossler | 0000029714 | 330.00 |
| | | | Line Description: Basketball 2/6/23 Basketball Referee-2/15/23 Basketball Referee-2/13/23 | | |
| 0241356 | 02/24/23 | P | Bee Busters Inc | 0000007572 | 440.00 |
| | | | Line Description: Bee Swarm Abatement Bee Swarm Abatement | | |
| 0241357 | 02/24/23 | P | Bound Tree Medical LLC | 0000011695 | 632.35 |
| | | | Line Description: EMS Supplies EMS Supplies | | |
| 0241358 | 02/24/23 | P | Bruce Kelber | 0000011340 | 90.00 |
| | | | Line Description: Basketball Referee-2/8/23 | | |
| 0241359 | 02/24/23 | P | Bureau Veritas North America Inc | 0000016616 | 8,288.06 |
| | | | Line Description: Plan Check Svc-Nov 22 Plan Check Review | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241360 | 02/24/23 | P | CAPF | 0000004755 | 2,478.00 |
| | | | Line Description: Firefithers LTD-Feb 23 | | |
| 0241361 | 02/24/23 | P | CLEA | 0000004754 | 3,321.00 |
| | | | Line Description: Police Officers LTD-Feb 23 | | |
| 0241362 | 02/24/23 | P | Cabco Yellow Inc | 0000028576 | 54.20 |
| | | | Line Description: Outreach Client Rides-Jan 23 | | |
| 0241363 | 02/24/23 | P | Canon Financial Services Inc | 0000023241 | 377.76 |
| | | | Line Description: Copier Lease 2/1-2/28/23 | | |
| | | | Copier Lease 5/20-3/19/23 | | |
| 0241364 | 02/24/23 | P | Carl Warren & Company | 0000001578 | 4,044.97 |
| | | | Line Description: Wkrs Comp Admin Fee-Jan 23 | | |
| | | | Subrogation | | |
| 0241365 | 02/24/23 | P | City of Santa Ana | 0000003917 | 3,471.01 |
| | | | Line Description: Traffic Signal MaintJan-Jun22 | | |
| | | | Traffic Signal Maint Jan-Jun22 | | |
| 0241366 | 02/24/23 | P | Connell Chevrolet | 0000001763 | 359.23 |
| | | | Line Description: Electrical Repair | | |
| | | | Regulator-#334 | | |
| 0241367 | 02/24/23 | P | Costa Mesa Lock & Key | 0000001817 | 869.67 |
| | | | Line Description: Install Door Loack & Door Clos | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241368 | 02/24/23 | P | County of Orange | 0000003486 | 1,129.32 |
| | | | Line Description: Teletype Svc-Jan 2023 | | |
| 0241369 | 02/24/23 | P | County of Orange | 0000007209 | 11,873.75 |
| | | | Line Description: Radio Repair | | |
| | | | Prkng Citation Process-Dec 22 | | |
| 0241370 | 02/24/23 | P | DCS Testing & Equipment Inc | 0000017872 | 9,230.80 |
| | | | Line Description: Fire Hose Testing | | |
| | | | Ground Ladder Testing | | |
| 0241371 | 02/24/23 | P | Daniels Tire Service | 0000001922 | 4,971.34 |
| | | | Line Description: Warehouse Stock | | |
| 0241372 | 02/24/23 | P | Entenmann Rovin Company | 0000002130 | 1,055.52 |
| | | | Line Description: New & Retirement Badges | | |
| | | | Annual Price AGreement | | |
| | | | Name Bars | | |
| | | | Name Bar | | |
| 0241373 | 02/24/23 | P | Enterprise Rent A Car | 0000002131 | 8,762.99 |
| | | | Line Description: Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| | | | Undercover Car Rental | | |
| 0241374 | 02/24/23 | P | Expo Propane Inc | 0000017819 | 2,625.62 |
| | | | Line Description: Propane | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|-------------------------------------|------------|-------------|
| 0241375 | 02/24/23 | P | Factory Motor Parts Co | 0000019977 | 45.64 |
| | | | Line Description: Coolant | | |
| 0241376 | 02/24/23 | P | Fed Ex | 0000002190 | 90.63 |
| | | | Line Description: Ground Delivery | | |
| | | | Ground Delivery | | |
| | | | Ground Delivery | | |
| 0241377 | 02/24/23 | P | Ford Fleet Care | 0000026262 | 6,698.22 |
| | | | Line Description: Ford Parts-Jan 23 | | |
| 0241378 | 02/24/23 | P | Forensic Nurse Specialists Inc | 0000014039 | 1,000.00 |
| | | | Line Description: Victim Physical | | |
| 0241379 | 02/24/23 | P | Galls LLC | 0000002297 | 5,379.33 |
| | | | Line Description: Uniform-Miles | | |
| | | | Uniform-Villegas Godina | | |
| | | | Uniform-Salem | | |
| | | | Uniform-Dean | | |
| | | | Uniform-Chavez | | |
| | | | Uniform-Brown | | |
| | | | Uniform-Anguiano | | |
| | | | Uniform-Poulter | | |
| | | | Uniform-Webb | | |
| | | | Uniform-Reeker | | |
| | | | Uniform-Le | | |
| | | | Uniform-LaPointe | | |
| | | | Uniform-Everett | | |
| 0241380 | 02/24/23 | P | Grainger | 0000002393 | 589.68 |
| | | | Line Description: ANTI-FATIGUE MAT | | |
| | | | SALES TAX (7.75%) | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241381 | 02/24/23 | P | Granicus LLC | 0000015382 | 9,120.00 |
| | | | Line Description: Website Design/Implementation | | |
| 0241382 | 02/24/23 | P | Hello Lamp Post Ltd | 0000029632 | 1,500.00 |
| | | | Line Description: CM Earth Day | | |
| 0241383 | 02/24/23 | P | Hinderliter De Llamas & Associates | 0000002537 | 8,625.00 |
| | | | Line Description: Cannabis Mgnt Consulting-Jan23 | | |
| 0241384 | 02/24/23 | P | Interwest Consulting Group Inc | 0000021505 | 9,365.73 |
| | | | Line Description: Building & Safety Plan-Dec 22 On-Call Transportation Svc-Dec | | |
| 0241385 | 02/24/23 | P | Jimmy Vivar | 0000029412 | 400.00 |
| | | | Line Description: Planning Comm Mtng-Jan 23 | | |
| 0241386 | 02/24/23 | P | Jonathan Zich | 0000026312 | 400.00 |
| | | | Line Description: Planning Comm Mtng-Jan 23 | | |
| 0241387 | 02/24/23 | P | Jose Rojas | 0000029411 | 400.00 |
| | | | Line Description: Planning Comm Mtng-Jan 23 | | |
| 0241388 | 02/24/23 | P | Kimball Midwest | 0000006819 | 327.42 |
| | | | Line Description: Shop Supplies | | |
| 0241389 | 02/24/23 | P | Knorr Systems Inc | 0000005036 | 1,036.52 |
| | | | Line Description: DRC Pool Chemical DRC Pool Chemical | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| 0241390 | 02/24/23 | P | LN Curtis & Sons | 0000002983 | 103.77 |
| | | | Line Description: Fightfighting Equipment (FFE) | | |
| 0241391 | 02/24/23 | P | Learning Tree International | 0000009019 | 2,833.00 |
| | | | Line Description: LEARNING TREE COURSE | | |
| 0241392 | 02/24/23 | P | LineGear Fire & Rescue Equipment | 0000026007 | 301.70 |
| | | | Line Description: Workrite Uniforms | | |
| 0241393 | 02/24/23 | P | Michael Balliet | 0000008858 | 5,407.50 |
| | | | Line Description: Consulting-Waste Mgmt Nov 22 | | |
| 0241394 | 02/24/23 | P | Naman Vinson Cobb | 0000029729 | 90.00 |
| | | | Line Description: Basketball Referee-2/15/23 | | |
| 0241395 | 02/24/23 | P | National Data & Surveying Services | 0000021249 | 105.00 |
| | | | Line Description: 24Hr ADT/Speed/Turning Counts | | |
| 0241396 | 02/24/23 | P | National General Insurance | 0000029957 | 1,256.31 |
| | | | Line Description: Stllmnt Loss on 6/5/22 | | |
| 0241397 | 02/24/23 | P | National Safety Compliance Inc | 0000020714 | 676.28 |
| | | | Line Description: Random Drug Testing | | |
| 0241398 | 02/24/23 | P | Omari Smith | 0000029906 | 240.00 |
| | | | Line Description: Basketball Referee-2/6/23 | | |
| | | | Basketball Referee-213/23 | | |
| 0241399 | 02/24/23 | P | Orange Coast Plumbing Inc | 0000009431 | 2,170.00 |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|---|------------|-------------|
| | | | <i>Line Description:</i> Unclog Sewage Drain PD Jet Sewage Line Outside of PD | | |
| 0241400 | 02/24/23 | P | PeopleSpace | 0000026843 | 8,655.02 |
| | | | <i>Line Description:</i> Shipping Fee Installation Sales Tax 7.75% Vive Mesh Back Task Chair | | |
| 0241401 | 02/24/23 | P | Post Alarm Systems Inc | 0000026907 | 109.15 |
| | | | <i>Line Description:</i> Fire Alarm Monitoring-Feb | | |
| 0241402 | 02/24/23 | P | Proactive Engineering Consultants Inc | 0000028916 | 12,167.50 |
| | | | <i>Line Description:</i> Westside Storm Drain Improvmt | | |
| 0241403 | 02/24/23 | P | Quadient Inc | 0000028798 | 228.00 |
| | | | <i>Line Description:</i> Annual Software Subscription - | | |
| 0241404 | 02/24/23 | P | RS Hughes Company Inc | 0000003867 | 4,193.63 |
| | | | <i>Line Description:</i> Warehouse Floor Stock | | |
| 0241405 | 02/24/23 | P | Russell Toler | 0000029127 | 400.00 |
| | | | <i>Line Description:</i> Planning Comm Mtng-Jan 23 | | |
| 0241406 | 02/24/23 | P | Scott Fazekas & Associates Inc | 0000003961 | 442.04 |
| | | | <i>Line Description:</i> Plan Check Services | | |
| 0241407 | 02/24/23 | P | Sean Simon | 0000029869 | 90.00 |
| | | | <i>Line Description:</i> Basketball Referee 2/8/23 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241408 | 02/24/23 | P | SiteOne Landscape Supply LLC | 0000024133 | 546.38 |
| | | | Line Description: Supplies for TAC | | |
| 0241409 | 02/24/23 | P | South Coast Emergency Vehicle Services | 0000003643 | 390.60 |
| | | | Line Description: Stock-Synthetic Rubber Hoses | | |
| 0241410 | 02/24/23 | P | Spectrum Gas Products | 0000012653 | 585.10 |
| | | | Line Description: Gas Products | | |
| | | | Gas Products | | |
| 0241411 | 02/24/23 | P | Staples Advantage | 0000024532 | 2,961.66 |
| | | | Line Description: Supplies-Dev Svs-Planning | | |
| | | | Supplies-P&R DT Rec Center | | |
| | | | Supplies-Dev Svs-Bldg Safety | | |
| | | | Sm Tools/Equip-Engr St Improv | | |
| | | | Supplies-Engineer Const Mngmt | | |
| | | | Supplies-HR Recruit/Selection | | |
| | | | Supplies-CEO Office-City Clerk | | |
| | | | Supplies-Finance | | |
| | | | Supplies-Fire | | |
| | | | Supplies-IT | | |
| | | | Supplies-Police Records | | |
| 0241412 | 02/24/23 | P | Stradling Yocca Carlson & Rauth | 0000004168 | 292.00 |
| | | | Line Description: Responding to Auditors Confirm | | |
| 0241413 | 02/24/23 | P | T-Mobile USA | 0000021384 | 25.00 |
| | | | Line Description: Record Retrieval | | |
| 0241414 | 02/24/23 | P | The Counseling Team International | 0000026352 | 330.00 |
| | | | Line Description: Saftey Physicals | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------------------------|---|------------|-------------|
| 0241415 | 02/24/23 | P | The Home Depot Credit Services | 0000002560 | 11,476.60 |
| | | <i>Line Description:</i> | Tree H2O Bag-Park Maint General Supplies-Bldg Maint Hardware Supplies-Bldg Maint Maint Equip-Police Ops Tech/Ma Inventory Purchase-Warehouse Plumbing Supplies-Bldg Maint Tools- Fire Response/Control General Supplies-Street Maint Electrical Supplies-Bldg Maint Electrical Supplies-Park Maint Tools-Street Maint Tools-Park Maint Hardware Supplies-Park Maint | | |
| 0241416 | 02/24/23 | P | The Rules Guys LLC | 0000002952 | 2,752.50 |
| | | <i>Line Description:</i> | My Fire Rules Annual Maint | | |
| 0241417 | 02/24/23 | P | Thomas Michael Ward | 0000030008 | 300.00 |
| | | <i>Line Description:</i> | Exhibition Costs for Loaned Ar | | |
| 0241418 | 02/24/23 | P | Triton Technology Solutions Inc | 0000021687 | 5,154.59 |
| | | <i>Line Description:</i> | FREIGHT CAMERA RELOCATION SALES TAX (7.75%) | | |
| 0241419 | 02/24/23 | P | UC Regents | 0000022660 | 900.00 |
| | | <i>Line Description:</i> | Victim Physical | | |
| 0241420 | 02/24/23 | P | US Bank | 0000002228 | 3,085.84 |
| | | <i>Line Description:</i> | Payroll 23-03 | | |

Bank: CITY
Cycle: AWKLY

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 0241421 | 02/24/23 | P | USI Inc | 0000005890 | 747.09 |
| | | | Line Description: SDF-Laminate Materials LAMINATING MATERIALS | | |
| 0241422 | 02/24/23 | P | United Rentals Northwest Inc | 0000010121 | 771.37 |
| | | | Line Description: Forlift Rental | | |
| 0241423 | 02/24/23 | P | United Site Services of California Inc | 0000015552 | 124.61 |
| | | | Line Description: Del Garden Toilet Svc-Jan 23 Del Garden Toilet Svc-1/26/23 HamiltonGarden Toilet Svc-1/24 FVP/CY Toilet Svc-Jan 23 | | |
| 0241424 | 02/24/23 | P | Verified First LLC | 0000027240 | 40.00 |
| | | | Line Description: Pre-Employment Credit Checks | | |
| 0241425 | 02/24/23 | P | Verizon Wireless | 0000008717 | 3,467.17 |
| | | | Line Description: Broad Band Service 12/24-1/23 | | |
| 0241426 | 02/24/23 | P | VincentBenjamin | 0000024972 | 8,369.34 |
| | | | Line Description: TempStaff-Dustin WeekEnd 2/5 TempStaff-Alexis WeekEnd 2/5 TempStaff-Ashley WeekEnd 2/12 Temp Staff-Alexis WeekEnd 2/12 TempStaff-Dustin WeekEnd 2/12 | | |
| 0241427 | 02/24/23 | P | Vortex Industries Inc | 0000004437 | 1,503.20 |
| | | | Line Description: Preventative Maintenance & Rep | | |
| 0241428 | 02/24/23 | P | Vulcan Materials Company | 0000007403 | 145.96 |
| | | | Line Description: Asphalt Potholes Sidewalk Ramp | | |

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> |
|--------------------|-------------|---|--------------------------|-----------------|------------------------------------|
| 0241429 | 02/24/23 | P | Waxie Sanitary Supply | 0000004480 | 465.94 |
| | | <i>Line Description:</i> Dial Body & Hair Shampoo Back-Order Credit | | | |
| 0241430 | 02/24/23 | P | West Coast Arborists Inc | 0000004498 | 10,893.60 |
| | | <i>Line Description:</i> Tree Maintenance | | | |
| | | | | | <u>TOTAL \$1,128,724.21</u> |

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Feb 23, 2023

Run Time 10:34:56 AM

Bank: DDP1
Cycle: ADDEP1

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--|------------|-------------|
| 015077 | 02/24/23 | P | Alma Reyes | 0000021563 | 468.55 |
| | | | Line Description: 20233 City Mgr Conf | | |
| 015078 | 02/24/23 | P | Brenda Green | 0000021417 | 90.68 |
| | | | Line Description: 2023 CA Elections Code | | |
| 015079 | 02/24/23 | P | Carol Molina | 0000029532 | 694.64 |
| | | | Line Description: CSMFO Conf 1/30-2/2/23 | | |
| 015080 | 02/24/23 | P | Francine Jimenez | 0000029963 | 80.21 |
| | | | Line Description: Mtng Refreshment | | |
| 015081 | 02/24/23 | P | Jose Morales | 0000012449 | 500.00 |
| | | | Line Description: Clothing Allowance 22-23 | | |
| 015082 | 02/24/23 | P | Lori Ann Farrell Harrison | 0000029385 | 24.58 |
| | | | Line Description: Busines Lunch | | |
| TOTAL | | | | | \$1,858.66 |

End of Report

Bank: CITY
Cycle: ANNUAL

| Payment Ref | Date | Status | Remit To | Remit ID | Payment Amt |
|-------------|----------|--------|--------------------------------------|------------|-------------|
| 0241431 | 02/24/23 | P | LSL CPAS | 0000004042 | 3,360.00 |
| | | | Line Description: CMCEA Negotiations | | |
| | | | CMCEA Negotiations | | |
| TOTAL | | | | | \$3,360.00 |



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1092

Meeting Date: 3/7/2023

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the Minutes of the Study Session of February 15, 2023 and Regular meeting of February 21, 2023.



**CITY OF COSTA MESA
STUDY SESSION MEETING OF THE CITY COUNCIL
FEBRUARY 15, 2023 – 5:00 P.M. - Minutes**

CALL TO ORDER –The Study Session meeting was called to order by Mayor Stephens at 5:01 p.m.

PLEDGE OF ALLEGIANCE – Led by the Mayor.

ROLL CALL

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

Present Via Zoom: Council Member Harper (left the meeting at 6:30 p.m.).

Absent: None.

STUDY SESSION ITEM:

1. ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT OVERVIEW AND SPECIAL PROJECT UPDATE

Presentation by Ms. Le, Economic and Development Services Director.

Public Comments:

Wendy Leece spoke on state mandated housing requirements and preserving open space.

Jim Fitzpatrick spoke on the amount of cannabis applications being processed and changes in policies and procedures.

Cynthia McDonald spoke on visioning for Measure K and the Fairview Developmental Center.

City Council recessed into a break at 6:13 p.m.

City Council reconvened at 6:22 p.m.

City Council conducted the study session providing general feedback on the Economic and Development Services Department operations.

ADJOURNMENT –The Mayor adjourned the meeting at 8:50 p.m.

Minutes adopted on this 7th day of March, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY
FEBRUARY 21, 2023 - MINUTES**

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

ROLL CALL

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

Absent: Council Member Harper.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **PUBLIC EMPLOYMENT, WORKERS' COMPENSATION CLAIM**
Pursuant to California Government Code section 54956.9 (b)(1); WCAB NO. ADJ12715668
2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Lorna Lyttle vs. City of Costa Mesa Orange County Superior Courts
Case No. 30-2022-01268630-CU-OE-WJC
3. **THREAT TO SECURITY**
Pursuant to California Government Code Section 54957(a)
Consultation with: Costa Mesa Director of Emergency Services, City Manager, Police Chief, Fire Chief.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to California Government Code Section 54956.8
APN: 420-012-16
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: State of California
5. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - TWO CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

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

Closed Session adjourned at 5:35 p.m.

CALL TO ORDER –The Regular City Council and Successor Agency to the Redevelopment Agency, and Housing Authority meeting was called to order by Mayor Stephens at 6:01 P.M.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

A video was played of the National Anthem and Mayor Stephens led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION

Led by Pastor Dave Manne.

ROLL CALL

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

Absent: Council Member Harper.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

Mayor Stephens presented a proclamation to Arezoo Shahbazi, Prevention and Community Education Director of Human Options, in recognition of Teen Dating Violence Awareness Month.

Mayor Stephens presented a commendation to Jim and Dave Robins in recognition of Theodore Robins Ford 100-Year Anniversary.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Ida Wolf spoke on the Senior Center and requested the following: fixing the ice maker and coke machine, new felt on the pool table, and requested a microwave.

Chris McEvoy spoke on permit parking and requested it to be reinstated.

Elisabeth Naismith Freeman spoke on urban coyotes.

Juana Trejo spoke in support of rent control.

Speaker, spoke on the traffic stop incident.

Speaker, spoke in support of rent control.

Speaker spoke on the traffic stop incident and City Council responding, and spoke on Measure K and rent control.

Speaker spoke in support of rent control.

Wendy Leece, Costa Mesa, spoke against cannabis businesses doing outreach or events in public parks, requested street sweeping on 18th Street between Monrovia and Placentia Ave.

Lucia Mejia spoke in support of rent control.

Maryann Orr, Costa Mesa, spoke in support of Consent Calendar item number 10 – Authorizing the City Manager to issue refunds for retail cannabis application fees and on Measure Q protections.

Speaker, spoke against the number of cannabis business applications and requested to set limits on the number of applications, and that additional regulations are needed.

Betsy Mosher spoke against the number of cannabis business applications.

Claudia Tebbs spoke against the number of cannabis businesses and to stop accepting applications, and to change the zoning requirements.

Shelly Walsh spoke against the number of cannabis businesses and requested additional regulations and to change the zoning.

Cristian Garcia Arcos, Parks and Community Services Commissioner, spoke on crime in the Shalimar neighborhood, and requested additional programs for the youth.

Speaker, spoke on housing affordability, and the next steps since the passage of Measure K.

Matt Garcia, Costa Mesa, spoke in support of Career Technical Occupations, spoke in support of the flying field at Fairview Park, and requested the status of when the item will come before the Council.

Hank Castignetti spoke on the model trains railroad at Fairview Park and their activities, and Costa Mesa's 70th anniversary.

Kevin Cook, spoke in support of the flying field at Fairview Park.

Liz Dorn Parker, Costa Mesa, spoke in support of CC-10 authorizing the City Manager to issue refunds for retail cannabis application fees.

Ralph Taboada, Costa Mesa, spoke on the prioritization of business applications, spoke in support of the City Council revisiting the cannabis ordinance, and spoke on housing as a priority.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros spoke on visiting high schools and the Career Technical Education programs, and livable wages.

Council Member Marr spoke on the parking permit program, spoke on rental assistance programs, and requested an update on the flying field.

Council Member Reynolds requested an update on the flying field, requested the senior center requests be fulfilled, spoke on tracking rents and eviction rates and the resources available for renters, spoke on street sweeping and ticketing practices, automating permitting processes and spoke in support of the Young Tree Care Program.

Council Member Chavez spoke in support of the senior center requests, spoke on the parking permit program, spoke on rent stabilization and housing options, requested lights to be replaced in the Shalimar neighborhood and requested brighter LED lights, spoke on safety concerns at Shalimar and Wallace and James Street and Wallace, requested a crosswalk at 18th Street and Wallace, and encouraged public comments.

Mayor Pro Tem Harlan spoke on livable wages and developing technical skills in students, and spoke on committee recruitments.

Mayor Stephens spoke on the senior center requests, the career technical education programs at the high schools, Costa Mesa's 70th Anniversary to be celebrated at the July 3rd event, programs to assist renters, and spoke on the Police Department video.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on addressing homelessness in the City, the residential permit parking program, spoke on the flying field update, and on rental assistance programs and outreach.

REPORT – CITY ATTORNEY – NONE.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

MOTION: Reorder the agenda and move Consent Calendar item number 10 in the agenda to be heard as New Business item number 1.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Marr.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 5-1-1

CONSENT CALENDAR (Items 1-10)

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve recommended actions for consent calendar items 1-10 except for items 7, 9, and 10.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper

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

Motion carried: 6-0

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

ACTION:

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk: Southern California Edison (Leslie Murtaugh), Wendy and Steven Fink, Brenda Carol Kittle, Juan Jose Rodriguez.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife working for Priceless Pets and Mayor Stephens recused himself on this item due to campaign contributions received.

ACTION:

City Council approved Warrant Resolution No. 2694.

4. MINUTES

ACTION:

City Council approved the Minutes of the Regular meeting of February 7, 2023.

5. EXTENSION OF CURRENT STREET SWEEPING SERVICES CONTRACT WITH SWEEPING CORP OF AMERICA

ACTION:

1. City Council approved Amendment No. 5 to the Professional Services Agreement (PSA) with Sweeping Corp of America (SCA), formerly known as CleanStreet, for Citywide street sweeping services.
2. Approved extension of time to June 30, 2023 and an increase of \$248,815.48 to the compensation, totaling an annual not-to-exceed amount of \$1,007,358.26.
3. Authorized the City Manager and City Clerk to execute the PSA and future amendments to the agreement within Council authorized limits with SCA.

6. THIRD AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES

ACTION:

1. City Council approved the Third Amendment to the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. (WCA), to provide maintenance of the City's urban forest, increasing the annual compensation by \$150,000 for an annual not to exceed amount of \$778,679.04.
2. Authorized the City Manager and City Clerk to execute the proposed amendment and future amendments to the MSA.

8. ACCEPTANCE OF TRAINING FUNDS FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) IN ACCORDANCE WITH THE STANDARD AND TRAINING FOR CORRECTIONS (STC), FOR CUSTODY OFFICER PERSONNEL TRAINING.

ACTION:

1. City Council approved and authorized the Costa Mesa Police Department to reinstate membership with the California Board of State and Community Corrections (BSCC) and to adhere with policies and practices governed by their division known as Standard and Training for Corrections (STC).
2. Adopted Resolution 2023-02 in support of an application to BSCC to receive funds for training under the STC program for our custody officers.

ITEMS PULLED FROM THE CONSENT CALENDAR

7. SECOND READING OF AN ORDINANCE TO REPEAL CHAPTER I (BICYCLES AND MOTORIZED BICYCLE LICENSING) TO TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE

Public Comments:

Speaker, spoke on the fruition of changing the ordinance and is in support of the item.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper

Abstain: None

Motion carried: 6-0

ACTION:

City Council gave second reading to and adopted Ordinance No. 2023-02 to repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code to comply with current California law.

9. SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-03 AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE (ZONING CODE) TO CLARIFY EXISTING ACCESSORY DWELLING UNIT PROVISIONS AND TO MODIFY STANDARDS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT CO 2022-01)

Public Comments:

Speaker, spoke on Accessory Dwelling Units and on Senate Bill 9.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper

Abstain: None

Motion carried: 6-0

ACTION:

City Council gave second reading to and adopted Ordinance No. 2023-03 approving Code Amendment CO-2022-01, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to clarify existing accessory dwelling unit provisions and to modify standards to conform to recent revisions to State law.

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

City Council recessed into a break at 7:50 p.m.

City Council reconvened at 8:08 p.m.

PUBLIC HEARINGS:

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

1. APPEAL OF PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)

Presentation by Ms. Halligan, Contract Planner.

Ex Parte communications:

Mayor Stephens stated he had a meeting and phone calls with the applicant's attorney. Council Member Gameros stated he had communications with both the applicants.

Discussion ensued on the back-gate and hours of operation, crime, loitering, odor control requirements, security 24 hours a day, the use of cannabis in public spaces is illegal, the counseling business is vacating April 30, 2023, and clarification of site plan and setbacks.

Mr. Munoz, Applicant Attorney, stated they are agreeable to the conditions in Exhibit B of Attachment 2, spoke on Yellowstone and the counseling center above the applicant location, provided information that the lease term will expire April 30, 2023, spoke on the owners of Safe Access are owners of another business in Santa Ana, they are involved in community events, will be improving the property's interior and exterior, spoke on the applicant being a good quality operator and wants to be responsive to Council's concerns, no calls for service from public safety at the Santa Ana location, spoke on tax revenues, and spoke on the number of employees and will unionize.

Discussion ensued on options regarding the back gate access.

Public Comments:

Speaker, spoke on behalf of an aunt who lives at Silverado Memory Care, spoke in opposition of displacing businesses.

Christian Martinez, labor group representative, spoke in support of the partnership between the Labor and Cannabis Industry, and spoke in support of South Coast Safe Access.

Claudia Tebbs spoke in support of denying the permit.

Linda Rink spoke in support of denying the permit.

Shelly Walsh spoke in support of the Planning Commission's decision to deny the permit and spoke on displacement of businesses.

Speaker, spoke in support of denying the permit.

Speaker, spoke on the cannabis industry, Measure Q, rules and regulations, that businesses relied on what was previously approved, spoke on resources to improve the community, rights of businesses, positive influences, and spoke in support of the project.

Elizabeth Mosher spoke on denying the permit, and spoke on setting a limit on the number of cannabis business applications.

Grant McNiff, Costa Mesa, spoke in opposition of the permit.

Vince Vacher, representing the Vacher Family Trust, clarified the Yellowstone eviction notice, spoke on South Coast Safe Access and their business model, and in support of them moving into the building.

Speaker, spoke on denying the permit.

Wendy Leece spoke on denying the permit and upholding the Planning Commission decision, spoke on the ordinance did not consider sensitive uses, and on the lack of clarity in the ordinance.

Alexis Villa Torres spoke on students and visible signage, and in support of denying the permit.

Mr. Munoz, Applicant Attorney, responded to public comments, addressed Yellowstone, 420 Central is across the street, Harbor Blvd. is the best location for retail cannabis locations, people are opposed in concept and not this retail location particularly, and complying with the rule of law.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve recommended action number 2 to overturn the Planning Commission's decision and adopt a resolution approving Planning Application 22-21.

Council Member Chavez requested the addition to install a vehicle gate entry system at the Charle Street ingress/egress.

Mayor Stephens (1st) and Council Member Gameros (2nd) agreed to the addition.

Council Member Reynolds requested the condition that while a cannabis use is permitted to operate at the site, the property owner shall not lease, allow a sub-lease, or otherwise allow any addiction/recovery use to operate on the site.

Mayor Stephens (1st) and Council Member Gameros (2nd) agreed to the addition.

Council Member Harlan spoke on the legal findings to support the motion.

Council Member Marr spoke on not supporting motion and on supporting the Planning Commission decision, as there is still a counseling center in proximity.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve recommended action number 2 to overturn the Planning Commission's decision and adopt a resolution approving Planning Application 22-21, with the following additions:

1. The applicant shall install a vehicle gate entry system that is deemed appropriate by the Director of Economic and Development Services, for the west side of the property (at the Charle Street ingress/egress). The gate may be operated by, but is not limited to, a telephone entry device, sign listing the appropriate phone number to call to have the gate opened, and/or replacing the manual gate with a secured,

electric gate. Any new gate proposed shall not interfere with circulation and shall not result in excessive vehicular queuing on Charle Street.

2. While a cannabis use is permitted to operate at the site, the property owner shall not lease, allow a sub-lease, or otherwise allow any addiction/recovery use to operate on the site. Such addiction/recovery use may operate at this site after the applicant has submitted, and the Director of Economic and Development Services has approved, a request to withdraw approval of the permitted cannabis retail storefront.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Marr

Absent: Council Member Harper

Abstain: None

Motion carried: 5-1-1

ACTION:

City Council overturned the Planning Commission's decision and adopted Resolution No. 2023-03 to approve Planning Application 22-21, subject to the following additions:

1. The applicant shall install a vehicle gate entry system that is deemed appropriate by the Director of Economic and Development Services, for the west side of the property (at the Charle Street ingress/egress). The gate may be operated by, but is not limited to, a telephone entry device, sign listing the appropriate phone number to call to have the gate opened, and/or replacing the manual gate with a secured, electric gate. Any new gate proposed shall not interfere with circulation and shall not result in excessive vehicular queuing on Charle Street.
2. While a cannabis use is permitted to operate at the site, the property owner shall not lease, allow a sub-lease, or otherwise allow any addiction/recovery use to operate on the site. Such addiction/recovery use may operate at this site after the applicant has submitted, and the Director of Economic and Development Services has approved, a request to withdraw approval of the permitted cannabis retail storefront.

OLD BUSINESS: NONE.

NEW BUSINESS:

10. AUTHORIZE THE CITY MANAGER TO ISSUE REFUNDS FOR RETAIL CANNABIS APPLICATION FEES

Presentation by Ms. Le, Director of Economic and Development Services

Public Comments:

Speaker, spoke in support of the item as the city has too many applications.

Speaker, spoke in support of continuing the item to March 7th City Council meeting, would like to discuss policy in its entirety, spoke on fixing the process, spoke on social equity programs, policies considered together, and not to piecemeal the discussion.

Jimmy Vivar, Costa Mesa, agreed with the previous speaker, addressing policies, the item allows applicants to withdraw their application, and spoke on other items the Planning Commission needs to address.

Linda Rink spoke in support of the item.

Elizabeth Mosher spoke in support of the item.

Speaker, spoke in support of the item.

Speaker, spoke in support of the item.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper

Abstain: None

Motion carried: 6-0

ACTION:

City Council gave the City Manager, or her designee, the authority to issue refunds for retail cannabis application fees.

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

ADJOURNMENT –The Mayor adjourned the meeting at 9:54 p.m.

Minutes adopted on this 7th day of March, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1069

Meeting Date: 3/7/2023

TITLE:

DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2023 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, (714) 754-5221

RECOMMENDATION:

Staff recommends the City Council:

Designate Council Member Reynolds as the delegate for the upcoming 2023 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.

BACKGROUND:

The annual SCAG Regional Conference & General Assembly will be held Thursday, May 4, 2023 through Friday, May 5, 2023 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA. SCAG requests that each member city appoint a delegate to vote at this Assembly.

ANALYSIS:

It is during the Annual General Assembly that resolutions are adopted, setting the legislative platform for SCAG in the coming year. SCAG by-laws entitle each city to one vote in matters affecting municipal or SCAG policy. Each member city is entitled to designate a delegate to participate in the voting.

ALTERNATIVES:

City Council may choose to not appoint a delegate or may select another City Council member as the delegate.

FISCAL REVIEW:

The funding for the conference is included in the Fiscal Year 2022-23 City Council budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and has approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

Designate Council Member Reynolds as the delegate for the upcoming 2023 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1102

Meeting Date: 3/7/2023

TITLE:

MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER

CONTACT INFORMATION: ALMA REYES, ASSISTANT TO THE CITY MANAGER

RECOMMENDATION:

Staff recommends that the City Council approve the January and February 2023 updates to the City of Costa Mesa's Strategic Plan Goals and Objectives.

BACKGROUND:

The City Council adopted Goals and Objectives for the 2021-2024 Three Year Strategic Plan and created a work plan with objectives and deliverables. Staff provides periodic updates to the City Council regarding the status of each established objective.

A Strategic Planning session has been scheduled on March 10, 2023, and will be facilitated by Patrick Ibarra from the Mejorando Group, who specializes in Strategic Planning. The current goals and objectives will be evaluated, and the City Council may identify certain key priorities and objectives for the following year.

ANALYSIS:

The attached matrix provides a work plan with specific deliverables for each of the City Council's Goals and Objectives, including timeframes for project completion that will be updated as needed. It is important to note, deadlines may be extended for the completion of objectives due to internal and/or external factors.

THREE-YEAR GOALS AND PRIORITIES:

The Three Year Goals approved by the City Council are as follows (in no priority order):

- Recruit and Retain High Quality Staff
- Achieve Long-Term Fiscal Sustainability
- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, Stabilize and Increase Housing to Reflect Community Needs

- Advance Environmental Sustainability and Climate Resiliency

ALTERNATIVES:

The City Council can provide alternate direction to staff regarding the Strategic Plan update.

FISCAL REVIEW:

Many of the stated priorities and action steps are funded in the Adopted Budget for Fiscal Year 2022-23. Additional funding requirements, if any, for the Goals and Objectives contained in the work plan will be brought to the City Council, if needed.

LEGAL REVIEW:

The City Attorney reviewed and approved this report as to form.

CONCLUSION:

The attached update reflects the most current status of the City Council's Goals and Objectives for your information and reference. The next Strategic Plan Retreat will take place on Friday, March 10, 2023. Staff recommends that the City Council approve the January and February 2023 updates to the 2021-2024 Three Year Strategic Plan.

CITY OF COSTA MESA
SIX-MONTH STRATEGIC OBJECTIVES

| THREE-YEAR GOAL: RECRUIT AND RETAIN HIGH QUALITY STAFF | | | | | | |
|--|--------------|--|--------|-----------|---------|---|
| WHEN | WHO | WHAT | STATUS | | | COMMENTS |
| | | | DONE | ON TARGET | REVISED | |
| 1. Dec. 1, 2021 | HR Manager | Initiate the process to map and evaluate the employee recruitment process to innovate and modernize recruitment and commence development of the succession plan and present to the City Manager. | X | | | Succession Plan Contract awarded to CPS Consulting Services for the development of the Citywide Succession Plan and modernization of recruitment and hiring practices. Work is underway |
| 2. Dec. 1, 2021 | City Manager | Present to the City Council for consideration the first phase of hard-to-fill positions requiring a market adjustment based on current data. | X | | | City Council approved Phase 1 and Phase 2 of the hard-to-fill and hard-to-retain compensation adjustments. |
| 3. June 1, 2022 | City Clerk | Perform a market analysis of City Council compensation for comparable agencies and special districts within the county and report results to the City Manager. | X | | | Preliminary Council Compensation Survey has been provided to the City Manager. |
| 4. Spring 2023 | HR Manager | Launch the Costa Mesa University, Wellness, Leadership, Training and Mentorship Program for all city employees. | | | X | Wellness and Leadership Training has been implemented. Costa Mesa University to be launched in May/June 2023. |
| 5. March 15, 2022 | HR Manager | Develop HR staffing recommendations for inclusion in the mid-year budget to be presented to the City Council for consideration. | X | | | Staffing recommendations finalized and will be brought forward for City Council consideration during Mid-Year budget in March 2022. |

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| 6. Spring 2023 | HR Manager, in concert with the IT Director | Update and begin implementation of the online employee onboarding, training and evaluation processes by updating the NeoGov System. | X | | | <p>NeoGov contract signed.</p> <p>"Onboarding" implementation completed and live.</p> <p>"Learn" module in implementation process and scheduled to go "live" in February 2022.</p> <p>"Perform." Module in implementation process.</p> |
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| THREE-YEAR GOAL: ACHIEVE LONG-TERM FISCAL SUSTAINABILITY | | | | | | |
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| WHEN | WHO | WHAT | STATUS | | | COMMENTS |
| | | | DONE | ON TARGET | REVISED | |
| 1. Dec. 15, 2021 | Finance Director | Develop and define a quarterly report format, including financial metrics, to improve fiscal transparency and report to the City Council and FiPAC | X | | | Distributed the FY 2021/2022 1st 2 nd , and 3rd Quarter Financial Reports, and FY 2022/23 1 st Quarter Financial Report to the City Council and FiPAC, and posted to the City's website. |
| 2. June 1, 2022 | Economic and Development Services Director, working with the City Attorney | Secure a consultant for the Economic Development Strategic Plan. | X | | | The Request for Proposals has been prepared. 6/21/22 –City Council approved PSA with Tech Coast Consulting Group (TCCG). |
| 3. March 15, 2022 | IT Director, working with the Police Chief and Finance Director | Procure and implement an upgrade of the public safety systems, subject to Dept. of Justice approval, and citywide database servers. | X | | | PD MDCs completed. Fire MDCs keyboards on order, shipping 02/2023 . Installation of Phase 3 PC Refresh for PD, PW, and Fire completed. |
| 4. March 15, 2022 | Finance Dir., working with the Development Services Director | Provide an update to the City Council regarding the state of retail cannabis implementation, including revised revenue projections. | X | | | Mid-Year Budget Study Session provided to City Council with an update on all General Fund revenues including Retail Cannabis for FY 21/22 budget. Additional updates provided in context of FY 2022-23 Budget. Updates are included in the quarterly financial reports. |

| THREE-YEAR GOAL: STRENGTHEN THE PUBLIC'S SAFETY AND IMPROVE THE QUALITY OF LIFE | | | | | | |
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| WHEN | WHO | WHAT | STATUS | | | COMMENTS |
| | | | DONE | ON TARGET | REVISED | |
| 1. Weekly | Asst. City Manager (lead), working with the Communications Team | Enhance the Communications and Engagement Plan to support the public's health, safety and quality of life and present results to the City Manager. | X | | | Weekly communication plan presented to City Manager. |
| 2. September 1, 2022 | Public Works Dir., working with the Police Chief and a consultant | Present a plan to reduce collisions and injuries on roadways, including providing 3-5 options for City Council direction. | X | | | <p>11/2/21 - Third stakeholder working group held to review safety countermeasures for case study locations, counter measure toolbox, and best practices.</p> <p>11/17/21 -Public outreach meeting scheduled. Consultant prepared draft Local Road Safety Plan with traffic safety countermeasures and applications to reduce collisions and injuries on roadways.</p> <p>3/8/22- Revised report sent to Stakeholder Working Group for review. Consultant incorporated Stakeholder Working Group comments.</p> <p>4/6/22 - Stakeholder comments received on March 18. Consultant incorporated comments and submitted Local Road Safety Plan (LRSP) on April 4.</p> <p>5/4/22 - Presentation of LRSP to Active Transportation Committee.</p> <p>6/6/22: LRSP revised based on comments received and submitted.</p> <p>9/1/22: A memo with final LRSP report sent to City Council .</p> |

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| 3. March 15, 2022 Spring 2023 | Police Chief – lead, City Manager, Parks and Community Services Dir., and Fire Chief | Engage the community to obtain feedback on the community's sense of safety and well-being and present results to the City Council | X | | | <p>4/25/22 – After completing a very successful five-year CMFR strategic plan, the Fire & Rescue Department recently initiated a new five-year CMFR strategic planning process, which resulted in a new Community Driven CMFR Strategic Plan (2022-2027), in alignment with the City Council's strategic goals and objectives. The process included obtaining feedback related to safety and services from a range of community stakeholders, as well as input from internal stakeholders.</p> <p>11/15/22 CMFR Strategic Plan 2022-2027 was approved by Council. Implementation to occur 1st quarter of 2023.</p> |
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| | | | | | | <p>Chief Lawrence hosted Listening Tour events at several locations throughout Costa Mesa with the Mayor and/or the respective Councilmember who could attend these meetings:</p> <ul style="list-style-type: none"> • 8/3: District 3 at Vanguard University • 8/17: District 1 at Mesa Verde United Methodist Church • 8/22: District 2 at Newport Mesa Unified School District offices • 8/24: District 6 at Boys and Girls Club • 9/7: District 4 meeting held at Shalimar Park • 9/21: District 5 meeting held at the Senior Center. <p>Each event was attended by residents. Some of the concerns that needed a follow-up were documented by staff and shared with the appropriate Unit. Two requests from the Listening Tours were handled by PAM Fyad.</p> <p>In addition, the Police Department is planning additional meetings with certain Council Members in their Districts to enhance community relations, particularly in District 4 and will work with the City Manager and the Parks Director to enhance community engagement and active recreation opportunities.</p> |
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| 4. Spring 2023 | Parks and Community Services Director | Update the City Council on the Open Space Master Plan, with a focus on access to parks. | | | X | <p>12/7/21 - City Council approved an agreement with RJM Design Group to complete the Open Space Master Plan (not-to-exceed \$56,600).</p> <p>The Master Plan review is underway, with stakeholder interviews and phone surveys in progress. Community meetings will be next, with publicity to go out in the coming weeks. The update process is expected to be complete in fall 2022.</p> <p>8/29/22 - Draft report is being prepared for presentation to the Parks and Community Services Commission in October. After community input at the Commission, the draft will be presented to the City Council at a study session in November for review and public comment.</p> <p>10/7/22 – Staff are reviewing the draft master plan report, and preparing to schedule study sessions with the parks commission and the city council.</p> <p>1/09/23- Staff are finalizing the draft master plan report and preparing to schedule a study session with the Parks Commission and City Council.</p> <p>2/27/2023- Staff are making final adjustments to the draft and working to schedule a joint meeting between the PACS and City Council.</p> |
| 5. April 30, 2023 | City Manager | Present options to the City Council for a behavioral health response model. | | | X | <p>Reviewing best practices and conducting outreach to potential providers. Made contact with 3 cities for potential opportunities to collaborate and exploring available funding streams.</p> <p>Seeking sustainable funding to develop a pilot program.</p> |

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| 6. FUTURE OBJECTIVE _____, 2023 | Asst. to the City Manager, working with the Communications Team | Identify, develop and implement a measurement tool(s) to determine the effectiveness of the City's communications and public engagement with all segments of the community. | | | X | 01/09/23 -- PIO and Assist. to the City Manager will enlist a consultant to determine next steps. |
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| THREE-YEAR GOAL: DIVERSIFY, STABILIZE AND INCREASE HOUSING TO REFLECT COMMUNITY NEEDS | | | | | | |
|---|---|---|--------|--------------|---------|---|
| WHEN | WHO | WHAT | STATUS | | | COMMENTS |
| | | | DONE | ON TARGET | REVISED | |
| 1. Dec. 1, 2021 | Asst. City Manager – lead, Development Services Dir., City Attorney | Present to the City Council opportunity sites for potential motel conversions with site control options. | X | | | <p>11/16/21- Two proposed sites approved by the City Council.</p> <p>12/14/21 – County Board of Supervisors approved one site (Motel 6) for submission to the State by the deadline of 1/31/22.</p> <p>4/27/22 – City announced State HCD approval of \$10.7 million for motel conversion in Costa Mesa (Project Homekey).</p> <p>12/8/22 – Motel 6 financing closed and site acquired by the County. Permits approved and construction to begin Jan 2023. Phase 1 projected completion in October 2023. CDP to apply for Tax Credits for Phase 2 in March and July 2023.</p> |
| 2. Dec. 15, 2021 | City Attorney and the Development Services Dir. | Present to the City Council for action necessary code amendments to address SB 8, 9, and 10. | X | | | <p>12/7/21 - City Council adopted an urgency ordinance adopting changes to Title 13 (Zoning) relating to the implementation of Senate Bill 9 for the creation of two residential units per lot and urban lot splits in single family residential zones; and declaring the ordinance an urgency measure to take effect immediately.</p> |

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| 3. Dec. 15, 2021 | City Manager, working with the City Council | Initiate and convene a Citizens Advisory Group to discuss Measure Y and Housing Element compliance. | X | | | Measure K was adopted by the voters in the November 2022 elections. |
| 4. Feb. 1, 2022 | Development Services Dir. | Present to the City Council for action the Housing Element. | X | | | <p>11/8/21 - The initial Housing Element presentation to the Planning Commission took place. On target for City Council discussion in January 2022 and final adoption on February 1st</p> <p>2/1/22- The City Council adopted a Resolution approving the City of Costa Mesa's 2021-2029 (Sixth-Cycle) Housing Element.</p> |
| 5. Spring 2023 | Development Services Dir. and City Attorney | Present to the Planning Commission a draft Inclusionary Housing Ordinance. | | | X | Keyser Marston Associates, the City's inclusionary housing consultant, has completed a draft of the required technical report. On target for presentation of options to the City Council and Planning Commission in a Joint Study Session in April 2023. |
| 6. FUTURE OBJECTIVE _____, 2023 | Development Services Dir. and City Attorney | Initiate a draft STR Ordinance and an evaluation of program implementation options. | | X | | City Council approved an urgency ordinance prohibiting STR's (except for home sharing). Staff will investigate opportunities for a permitting system and return to Council. |
| 7. FUTURE OBJECTIVE _____, 2022 | Development Services Dir. and the City Attorney, working with Jamboree Housing | Present to the City Council for consideration a development plan and land use documentation for affordable senior housing at the Senior Center site. | | | X | Jamboree Housing has initiated meetings with staff and submitted an application for a senior housing project on the City Senior Center site. The City Manager approved an extension of the ENA in mid-2022 and site planning and technical analyses are underway. |

| THREE-YEAR GOAL: ADVANCE ENVIRONMENTAL SUSTAINABILITY AND CLIMATE RESILIENCY | | | | | | |
|--|--|--|--------|-----------|---------|--|
| WHEN | WHO | WHAT | STATUS | | | COMMENTS |
| | | | DONE | ON TARGET | REVISED | |
| 1. 2023 | Public Works Director | Present the Pedestrian Master Plan update to the City Council for direction. | | | X | Pedestrian Master Plan to be scheduled for Planning Commission in 2023. |
| 2. 2023 | Public Works Director, working with the City Manager | Develop a scope of work for the Climate Action and Adaptation Plan and present to the City Council for action. | | | X | Staff is currently conducting research on best practices in CAAP development, including detailed review of climate action plans of several cities in California. Project on hold pending recruitment of Energy & Sustainability Manager |

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| 3. July 15, 2022 | Public Works Director | Provide an update of the Stormwater Management Master Plan to the City Council. | X | | <p>Phase 1 - Existing Conditions Assessment Review (ECAR)</p> <ul style="list-style-type: none"> • Data Collection of Record Information: Completed • Site Assessment and Inspection: Completed • Base maps Development: Ongoing • Existing and Proposed Hydrologic/ Hydraulic Analysis (EHH): Ongoing <p>6/16/22 - Public Workshop # 1 to review Draft ECAR conducted.</p> <p>7/15/22 - ECAR & Phase 1 completed and sent to City Council.</p> <p>Phase 2 - Storm Drain Master Plan (SDMP) Update</p> <p>April 2023: Proposed Storm Water Alternatives Improvement Map (SWAIM) and hydraulic models to be incorporated.</p> <p>June 2023: Phase 2 expected to be completed.</p> <p>May 2023: Public Workshop #2 to review Final SDMP.</p> <p>Phase 3 - Drainage System Upgrade Fees and Financing Study</p> <p>March 2023: Draft fee upgrades & finance study begins.</p> <p>July 2023: City review of fee upgrades and finance study beings. FiPAC & Planning Commission meetings scheduled.</p> <p>Phase 4 - Westside Storm Drain Improvements</p> <p>Winter 2023: Final review of Plans Specs & Estimates (PS&E) scheduled to begin.</p> |
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|------------|---|--|--|---|---|
| 4. 2023 | Public Works Director, working with the Development Services Dir. | Re-evaluate the existing Municipal Sustainable Policy, including landscape, organic waste and infrastructure planning and present the results to the City Council for action. | | X | <p>Staff mobilized Costa Mesa Green Team (representatives from Public Services & Development Services) to review existing policy developed in 2007 and conduct research on ways to advance sustainability at City owned facilities and infrastructure.</p> <p>Staff recruited members of 'Sustainability Working Group', representatives from all City Departments to provide suggestions to improve the Sustainable Municipal Green Policy.</p> <p>1/5/22 – The Costa Mesa Green Team has conducted research on best practices in municipal sustainability and has developed preliminary goals.</p> <p>The Sustainability Working Group members, representing all City Departments, have been identified and the first internal workshop to review the policy will be held in early January.</p> <p>3/8/22 - City staff completed the draft Sustainable Municipal Green Policy (SMGP) update and a draft was transmitted to City Manager and other Departments.</p> <p>The Green Team celebrated Earth Day and Arbor Day while implementing the tentative policies of the SMGP.</p> <p>The SGMP update is on hold pending recruitment of Energy & Sustainability Manager.</p> <p>The Green Team is in the planning stages of this year's Earth Day, which will be held on April 22</p> |
|------------|---|--|--|---|---|



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1086

Meeting Date: 3/7/2023

TITLE:

2023-28 NEWPORT BAY WATERSHED COOPERATIVE AGREEMENT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Agreement to fund Total Maximum Daily Load (TMDL) programs and related activities in the Newport Bay Watershed, Cooperative Agreement No. MA-080-23010376.
2. Authorize the Mayor and the City Clerk to execute Cooperative Agreement No. MA-080-23010376.
3. Authorize the City Manager to execute any future amendments to this agreement.

BACKGROUND:

On June 14, 2002, the United States Environmental Protection Agency (USEPA) established Total Maximum Daily Loads (TMDLs) for toxic pollutants in the Newport Bay watershed. As a result, the Santa Ana Regional Water Quality Control Board (SARWQCB) and the Environmental Protection Agency (EPA) set specific TMDL requirements for nutrients, fecal coliform, selenium, chlordane, and other toxic compounds in the Newport Bay watershed.

Agreement D99-128 was approved by the City Council on September 18, 2003, allowing the City to enter into a cooperative agreement with other affected cities in developing implementation plans for the reduction of each of the toxic pollutants. The adopted TMDLs contain requirements for studies, monitoring, and the development of programs to attain TMDL reduction targets over a multi-year period. Agreement D99-128 has been amended several times over the years to add or remove parties and to extend the expiration dates of the agreement. Agreement D11-066 replaced D99-0128 to continue funding programs, studies, monitoring, and other required elements to implement the TMDL requirements within the Newport Bay watershed through June 30, 2018. Subsequently, Agreement MA-080-18011416 (Attachment 2) replaced D11-066 to continue funding programs, studies, monitoring, and other required elements to implement the TMDL requirements within the Newport Bay watershed through June 30, 2023.

Agreement MA-080-23010376 (Attachment 1) is a new cooperative agreement to continue funding the required TMDL program elements in the Newport Bay watershed for a new five-year term ending on June 30, 2028.

ANALYSIS:

Costa Mesa is geographically located within the Newport Bay watershed. The area that drains into this watershed extends from approximately Harbor Boulevard easterly to the City boundaries. Continued participation in the Newport Bay watershed TMDL working group provides Costa Mesa direct access to potential regional and local funding for projects, and maintains the City's involvement in governance issues associated with Federal and State TMDL mandates. The working group meets monthly and provides input on plans, data analysis, policy guidance, and framework for coordination on a broad array of water quality and water restoration issues within the Newport Bay watershed.

Due to the upcoming expiration of Agreement MA-080-18011416 (Attachment 2), Agreement MA-080-23010376 (Attachment 1) was developed to continue implementation of existing watershed programs until June 30, 2028. In addition, Agreement MA-080-23010376 revises the existing cost share formula, allows for pilot projects, and includes other minor revisions. Parties to the agreement include the City of Costa Mesa, the County of Orange, the Orange County Flood Control District, Irvine Ranch Water District, the Irvine Company, and eight other cities within the Newport Bay watershed.

Agreement MA-080-23010376 includes a new formula for determining a party's share of the watershed costs based on a combination of population and land area within the watershed, rounded to the nearest percent. As shown in Exhibit A of Attachment 1, this new formula will increase Costa Mesa's cost share from 4.00% to 4.317% for the duration of the term.

ENVIRONMENTAL DETERMINATION:

The proposed action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15306, 15307 and 15308 of the CEQA Guidelines, because it consists of basic data collection, research and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource and because the proposed action consists of actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure the maintenance, restoration, enhancement or protection of a natural resource and the environment, where the regulatory process involves procedures for protection of the environment.

ALTERNATIVES:

The City Council may choose to decline participation in this agreement. By not participating in this TMDL working group, the City would not have input on activities pertaining to the Newport Bay watershed. Any programs or costs associated with compliance of USEPA mandates, as they relate to Costa Mesa, would be the sole responsibility of the City. Therefore, staff does not recommend this action since it would exclude Costa Mesa from the TMDL working group and create additional costs to maintain compliance with the requirements set forth in the Newport Bay watershed TMDL program.

FISCAL REVIEW:

Funding requirements are determined through a separate funding partner working group, which is reviewed and approved annually. Funding for the City's share of the Newport Bay Watershed programs is appropriated from the City's General Fund. The projected City's share for Fiscal Year 2023-24 is \$56,503 (Exhibit A in Attachment 1).

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the Cooperative Agreement MA-080-23010376 and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Approve the Agreement to fund Total Maximum Daily Load (TMDL) programs and related activities in the Newport Bay Watershed, Cooperative Agreement No. MA-080-23010376 (Attachment 1).
2. Authorize the Mayor and the City Clerk to execute Cooperative Agreement No. MA-080-23010376.
3. Authorize the City Manager to execute any future amendments to this agreement.

COOPERATIVE AGREEMENT TO FUND TOTAL MAXIMUM DAILY LOAD PROGRAMS AND
RELATED ACTIVITIES IN THE NEWPORT BAY WATERSHED

THIS AGREEMENT, for purposes of identification numbered MA-080-23010376, referred to hereinafter as “Agreement”, is made and entered into this ____ day of _____, 2023, by and between the County of Orange (“County”), the Orange County Flood Control District, the City of Costa Mesa, the City of Irvine, the City of Laguna Hills, the City of Laguna Woods, the City of Lake Forest, the City of Newport Beach, the City of Orange, the City of Santa Ana, the City of Tustin, Irvine Ranch Water District, and the Irvine Company. These entities are hereinafter sometimes jointly referred to as “Parties” and individually as “Party.” City entities are hereinafter sometimes jointly referred to as “Cities.” The Cities, County, and the Orange County Flood Control District are hereinafter sometimes jointly referred to as the “Municipal Parties.”

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region (“Regional Board”) adopted Resolution No. 98-9, as amended by Resolution No. 98-100, amending the Water Quality Control Plan for the Santa Ana River Basin (“Basin Plan”) to incorporate a Nutrient Total Maximum Daily Load (“TMDL”) for the Newport Bay/San Diego Creek Watershed on April 17, 1998, and Resolution 99-10 amending the Basin Plan to incorporate a TMDL for Fecal Coliform in Newport Bay on April 9, 1999, pursuant to the provisions of Section 303(d) of the Clean Water Act, and Resolution 2018-0041 amending the Basin Plan to incorporate a TMDL for Selenium in freshwater in Newport Bay Watershed on September 20, 2018; and,

WHEREAS, the United States Environmental Protection Agency established technical TMDLs for toxic pollutants (“Toxics TMDLs”) for San Diego Creek and Newport Bay, California, on June 14, 2002, and the Regional Board has been in the process of developing implementation plans or updating these Toxics TMDLs through separate Basin Plan processes, and Basin Plan amendments for Diazinon and Chlorpyrifos TMDLs, the Organochlorines TMDLs, and the Selenium TMDL have been adopted, and Basin Plan amendments for metals are in development; and,

WHEREAS, the Newport Bay Nutrient, Fecal Coliform, and Toxics TMDLs (collectively referred to as “Newport Bay TMDLs”) contain requirements for studies, monitoring, and the development of programs to attain TMDL targets over a multi-year period; and,

WHEREAS, the Newport Bay TMDLs are included in the National Pollutant Discharge Elimination System Municipal Stormwater Permit (“NPDES Permit”), Order No. R8-2009-0030, issued to the Municipal Parties by the Regional Board, which encourages a cooperative watershed program approach, and, as of the end of 2022, NPDES Permit, Order No. R8-2022-0008 is in development; and,

WHEREAS, the Parties entered into Agreement No. D99-128 on September 18, 2003 and subsequent amendments on July 5, 2006, March 29, 2008, and July 8, 2010, to provide funding for the studies and implementation activities related to the Newport Bay TMDLs; and,

WHEREAS, the Parties subsequently entered into Agreement No. D11-066 on June 26, 2012 as a successor to Agreement No. D99-128, with a further amendment on October 20, 2015; and,

WHEREAS, the Parties subsequently entered into Agreement No. MA-080-18011416 on August 14, 2018 as a successor to Agreement No. D11-066; and,

WHEREAS, the Parties intend this Agreement as a successor to Agreement MA-080-18011416, to provide for the performance of: additional studies, research, monitoring, reporting, development and/or revision of programs related to the Newport Bay TMDLs; assessment and development of programs related to current and future Clean Water Act §303(d) listings and/or NPDES Permit requirements for watershed management plans; actions in response to threats of administrative enforcement and citizen suits; and planning, permitting, design, construction, and maintenance of TMDL pilot projects; and,

WHEREAS, the Parties have reached agreement on funding shares which are shown in Exhibit A; and,

WHEREAS, the Parties share a common interest in the regulatory compliance gained through the activities to be funded and performed pursuant to this Agreement, and the Parties further acknowledge that: each Party is entering into this Agreement for such purpose; there are common issues/questions of

law and fact among the Parties; it is the understanding of each Party that, in the performance of this Agreement, as with preceding agreements to which this Agreement is successor, confidential communications protected by the attorney-client privilege and attorney work product doctrine may be disclosed among the Parties through their counsel. Based on the foregoing, the Parties now wish to enter into a common interest agreement to memorialize their mutual understanding that confidential communications are to be kept confidential and protected from disclosure to the fullest extent allowed by law; and

WHEREAS, it is recognized that additional compliance efforts may be necessary and the Parties may choose to fund projects under separate agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Section 1. PURPOSE. This Agreement is entered into for the purpose of funding and performing program activities related to the Newport Bay TMDLs, NPDES Permit requirements specific to the Newport Bay watershed, current and future Clean Water Act §303(d) listings in the Newport Bay watershed, and other related matters which may affect NPDES Permit compliance and/or enforcement within the Newport Bay watershed.

Section 2. TERM. The term of this Agreement shall commence upon approval and execution of this Agreement by all Parties, or on July 1, 2023, whichever is later, and shall continue until June 30, 2028.

Section 3. PROGRAM WORK PLAN. The County shall work in concert with all Parties to develop a work plan for the following fiscal year and will provide longer term financial forecasts. The work plan for the upcoming fiscal years shall be submitted to each of the Parties by February 15 of each year. The work plan may designate a Party as a lead other than the County for a work plan task(s), provided that the County obtains the prior written consent of such other Party.

Section 4. BUDGET AND COSTS. The budget for the 2023–24 fiscal year, subject to appropriations, is \$1,308,854 and is shown in Exhibit A. The County shall work in concert with all the Parties to develop a budget for the following fiscal years. Budgeted amounts for pilot project(s) shall not

exceed \$200,000 for all pilot projects in any one fiscal year. For the following fiscal year and thereafter, a budget shall be submitted to each of the Parties by February 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each Party for the following fiscal year.

The County shall be entitled to charge to the program all costs for direct labor, materials, equipment, and outside contract services for costs associated with carrying out the approved scope of work. Recoverable costs will also include an overhead charge.

Section 5. WORK PLAN TASK LEAD REIMBURSEMENT. With a Party's prior written consent, the County may designate a Party as a task lead with respect to specific tasks on the operative work plan. If a Party is designated as a task lead, upon prior written authorization from County, the Party shall invoice the County for authorized expenses up to the approved budget amount for the work plan task.

Section 6. APPROVALS AND ADJUSTMENTS. The Parties shall be permitted to review and approve the budget and program work plan for the forthcoming year, review work products, and provide direction for performance of the work plan. The Parties shall be notified of the intent to issue contracts to perform the program work plan, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications/proposals subject to the requirements of the County of Orange Contract Policy Manual. Criteria for approval of the work plan and budget shall be affirmative responses from Parties representing ninety percent (90%) of the funding shares in Exhibit A and 12 of the 13 Parties. The County and Orange County Flood Control District will constitute one approving Party. Any Party not providing a response by July 15 of each year shall be considered as rendering an affirmative response.

Criteria for approval of adjustments to scopes of work shall be the same as for the approval of the work plan and budget.

Section 7. FUNDING SHARE PERCENTAGES. Exhibit A, which is attached to this Agreement and by this reference is made a part hereof, presents the funding share percentages for the Parties for the term of the Agreement and the costs for the Parties for fiscal year 2023-24.

Section 8. PAYMENTS. For the initial year of the Agreement, the County shall invoice each Party for its deposit either at the beginning of the fiscal year or thirty (30) days after approval of the Agreement, whichever is later. In following years, the County shall invoice each Party for its annual deposit at the beginning of each fiscal year. Each Party shall pay the deposit within 45 calendar days of the date of the invoice. Each Party's deposit shall be based on its prorated share of the approved annual budget, reduced by the sum of (a) its prorated share of any surplus identified in the prior fiscal year end accounting, and (b) its prorated share of any funding provided for programs in the approved budget from entities not party to this Agreement.

Interest earned on the Parties' deposits will not be paid to the Parties, but will be credited against the Parties' share of the program costs.

The County shall notify each of the Parties if it appears that costs may exceed the budget approved by the Parties in any fiscal year. The County shall prepare a fiscal year end accounting within 60 calendar days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, and the County has notified and obtained approval from the Parties of potential cost overruns, the County shall seek approval of the excess cost from the Parties in the form of a revised budget and, upon approval, shall invoice each Party for its prorated share of the excess cost up to the amount of the revised approved budget. Each Party shall pay the billing within 45 calendar days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year. The fiscal year end accounting results and associated invoices for each Party will take into consideration any outside funding provided for programs in the approved budget from entities not party to this Agreement.

Upon termination of the program, a final accounting shall be performed by the County. If costs from approved budgets remaining after the deduction of interest costs exceed the sum of the deposits, the County shall invoice each Party for its prorated share of the deficit. Each Party shall pay the invoice within 45 calendar days of the date of the invoice. If the sum of the deposits, including interest, exceeds

the costs from approved budgets, the County shall reimburse to each Party its prorated share of the excess, within 45 calendar days of the final accounting.

Section 9: CONFIDENTIAL COMMUNICATIONS

a. The term "Confidential Communications" shall mean all communications, regardless of form, including documents and oral or written communications, whether prepared by the Parties or by consultants or experts retained by any Party, exchanged by or among the Parties, their non-employee consultants or experts, and/or their counsel, that are: (i) related to the purpose and/or performance of this Agreement; and (ii) privileged or protected from disclosure to adverse or other persons by reason of the attorney-client privilege, the attorney work product doctrine, or the common interest and/or joint defense privilege. The term Confidential Communications does not include any publicly available information.

b. The Parties agree that the disclosure of Confidential Communications between or among the Parties or their counsel will not diminish the confidentiality of such materials or constitute waiver of any applicable privilege or protection from disclosure. The Parties intend that all Confidential Communications shall be protected from disclosure and discovery, to the fullest extent allowed by law, including under the common interest and/or joint defense privileges. Inadvertent disclosure of Confidential Communications to third parties shall not constitute waiver of any applicable privilege, and shall be entitled to the fullest protection under the law, including the triggering of ethical obligations for the recipient(s) to return such inadvertently disclosed Confidential Communications.

c. The Party providing or disclosing any Confidential Communications to another party to this Agreement, pursuant to this Agreement, shall mark it as: "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-23010376." Confidential Communications must be exchanged between the Parties' counsel, although non-attorney staff may be copied on the transmittal. Communications marked in this or substantially similar manner and transmitted in this manner shall be Confidential Communications. The failure to so mark such communications, however, will not diminish

the confidentiality of such communications or constitute waiver of any applicable privilege or protection from disclosure.

d. Confidential Communications shall be held in confidence by the Parties, unless disclosure is required by law or court order. Each Party shall take reasonable and appropriate measures to prevent inadvertent disclosures of Confidential Communications to third parties. In the event any Party receives a third-party request or demand for Confidential Communications marked "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-23010376," per section 9.c., or bearing the name of one or more attorneys for any Party, prior to the release of any such Confidential Communications, the receiving Party shall notify all other Parties that such a request or demand has been received, so that the other Parties have the opportunity to seek a protective order or other relief. In the event any Party receives a third-party request or demand for Confidential Communications that are not marked per section 9.c. and do not bear the name of any attorney for any Party, prior to the release of such Confidential Communications, the receiving Party shall endeavor to notify all other Parties, so that the other Parties have the opportunity to seek a protective order or other relief.

e. To the extent allowed by law, the obligations of the Parties under this Section 9 shall survive the termination of this Agreement and shall remain in full force and effect.

f. Neither this Agreement nor the actions of any Party or counsel to a Party shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship.

Section 10. ADDITIONAL PARTIES. It is recognized that there may be other parties who wish to participate in and provide funding for the activities described in this Agreement. Nothing in this Agreement is intended to preclude additional participants being added by written amendment as parties to this Agreement pursuant to Section 11. Exhibit A will be revised to add funding share percentage(s) for the additional party(ies) and proportionately reduced percentage shares for the Parties.

Section 11. AMENDMENT. This Agreement may be amended in writing only with the unanimous written approval of the Parties.

Section 12. LIABILITY. It is mutually understood and agreed that, merely by the virtue of entering into this Agreement, each Party neither relinquishes any rights nor assumes any liabilities for its own actions or the actions of other Parties. It is the intent of the Parties that the rights and liabilities of each Party shall remain the same, while this Agreement is in force, as it was before this Agreement was made, except as otherwise specifically provided in this Agreement.

Section 13. TERMINATION. Any Party wishing to terminate its participation in this Agreement shall so notify all other Parties in writing by March 1 of any year. Such termination shall be effective the following June 30. The terminating Party shall be responsible for financial obligations hereunder to the extent incurred in accordance with this Agreement by the Party prior to the effective date of termination. The balance of the Parties may continue in the performance of the terms and conditions of this Agreement with a proportionate reallocation of the terminating Party's cost share in Exhibit A among the remaining Parties.

Section 14. AVAILABILITY OF FUNDS. The obligation of each Party is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

Section 15. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person (except the Parties hereto and any entity in which a Party has a legal interest (such as, but not limited to, a limited liability membership interest or a partnership interest), and any permitted successors or assigns of a Party) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained. This Agreement and any conditions and provisions hereof is intended to be and is for the sole and exclusive benefit of the Parties and the entities in which they have a legal interest and their successors or assigns and for the benefit of no other person, agency or entity.

Section 16. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Section 17. ATTORNEY'S FEES. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney's fees and costs.

Section 18. ENTIRE AGREEMENT. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such matter.

Section 19. SEVERABILITY. If any part of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 20. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Section 21. NOTICES. All notices required or desired to be given under this Agreement shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by electronic mail followed by a mailed copy as required, to the addresses specified below, provided each Party may change the address for notices by giving the other Parties at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by electronic mail shall be deemed received on the first business day following transmission.

Director of Public Works
City of Costa Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92626-1200

Director of Community Development
City of Irvine
1 Civic Center Plaza, P.O. Box 19578
Irvine, CA 92623-9578

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods CA 92637

Environmental Manager and Director of Public Works
City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630

Director of Public Works
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

Director of Public Works
City of Orange
300 E. Chapman Ave, P.O. Box 449
Orange, CA 92866

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M21)
Santa Ana, CA 92702

Director of Public Works
City of Tustin
300 Centennial Way
Tustin, CA 92780

Director, OC Public Works
County of Orange
601 N. Ross Street
Santa Ana, CA 92701

Director of Water Quality & Regulatory Compliance
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center
Newport Beach, CA 92658-8904

Section 23. EXECUTION OF AGREEMENT. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument.

Section 24. GOVERNING LAW AND VENUE. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394 or any other provision of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first
above written:

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

Date: _____

By: _____
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD.

Date: _____

By _____
Robin Stieler
Clerk of the Board of Supervisors of

Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Costa Mesa

CITY OF IRVINE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

Yolie Trippy, City Clerk

Alisha Patterson, City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Lake Forest

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Newport Beach

CITY OF ORANGE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Orange

ATTEST:

CITY OF SANTA ANA

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

By: _____
Assistant City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Tustin

THE IRVINE RANCH WATER DISTRICT

Date:_____

By: _____
Paul Cook, General Manager

Approved as to Form

Date:_____

By: _____
Claire H. Collins, General Counsel

THE IRVINE COMPANY

Date:_____

By: _____

Name:_____

Title:_____

Date:_____

By: _____

Name:_____

Title:_____

EXHIBIT A - FUNDING SHARES*

| PARTIES | FUNDING SHARE PERCENTAGES | FISCAL YEAR 2023-24 BUDGET |
|---|--------------------------------------|---------------------------------------|
| Costa Mesa | 4.317 | \$56,503 |
| County of Orange | 9.296 | \$121,671 |
| Irvine | 31.177 | \$408,061 |
| Laguna Hills | 1.000 | \$13,089 |
| Laguna Woods | 1.000 | \$13,089 |
| Lake Forest | 6.402 | \$83,793 |
| Newport Beach | 9.452 | \$123,713 |
| Orange | 1.000 | \$13,089 |
| Santa Ana | 9.898 | \$129,550 |
| Tustin | 6.458 | \$84,526 |
| Orange County Flood Control District | 10.000 | \$130,885 |
| Irvine Ranch Water District | 5.000 | \$65,443 |
| Irvine Company | 5.000 | \$65,443 |
| Total | 100 | \$1,308,855 |

*Funding shares are based on a consideration of land area and population, an equal split for some compliance responsibilities, and a minimum share of one percent.

COOPERATIVE AGREEMENT TO FUND TOTAL MAXIMUM DAILY LOAD PROGRAMS AND
RELATED ACTIVITIES IN THE NEWPORT BAY WATERSHED

THIS AGREEMENT, for purposes of identification numbered MA-080-18011416, referred to hereinafter as "Agreement", is made and entered into this 14th day of September, 2018, by and between the County of Orange ("County"), the Orange County Flood Control District, the City of Costa Mesa, the City of Irvine, the City of Laguna Hills, the City of Laguna Woods, the City of Lake Forest, the City of Newport Beach, the City of Orange, the City of Santa Ana, the City of Tustin, Irvine Ranch Water District, and the Irvine Company. These entities are hereinafter sometimes jointly referred to as "Parties" and individually as "Party." City entities are hereinafter sometimes jointly referred to as "Cities." The Cities, County, and the Orange County Flood Control District are hereinafter sometimes jointly referred to as the "Municipal Parties."

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region ("Regional Board") adopted Resolution No. 98-9, as amended by Resolution No. 98-100, amending the Water Quality Control Plan for the Santa Ana River Basin ("Basin Plan") to incorporate a Nutrient Total Maximum Daily Load ("TMDL") for the Newport Bay/San Diego Creek Watershed on April 17, 1998, and Resolution 99-10 amending the Basin Plan to incorporate a TMDL for Fecal Coliform in Newport Bay on April 9, 1999, pursuant to the provisions of Section 303(d) of the Clean Water Act; and,

WHEREAS, the United States Environmental Protection Agency established technical TMDLs for toxic pollutants ("Toxics TMDLs") for San Diego Creek and Newport Bay, California, on June 14, 2002, and the Regional Board has been in the process of developing implementation plans or updating these Toxics TMDLs through separate Basin Plan processes, and, as of the end of 2017, Basin Plan amendments for Diazinon and Chlorpyrifos TMDLs and Organochlorines TMDLs have been adopted, Basin Plan amendments for selenium are in progress, and Basin Plan amendments for metals are in development; and,

WHEREAS, the Newport Bay Nutrient, Fecal Coliform, and Toxics TMDLs (collectively referred to as "Newport Bay TMDLs") contain requirements for studies, monitoring, and the development of programs to attain TMDL targets over a multi-year period; and,

WHEREAS, the Newport Bay TMDLs are included in the National Pollutant Discharge Elimination System Municipal Stormwater Permit ("NPDES Permit"), Order No. R8-2009-0030, issued to the Municipal Parties by the Regional Board, which encourages a cooperative watershed program approach; and,

WHEREAS, the Parties entered into Agreement No. D99-128 on September 18, 2003 and subsequent amendments on July 5, 2006, March 29, 2008, and July 8, 2010, to provide funding for the studies and implementation activities related to the Newport Bay TMDLs; and,

WHEREAS, the Parties subsequently entered into Agreement No. D11-066 on June 26, 2012 as a successor to Agreement No. D99-128, with a further amendment on October 20, 2015; and,

WHEREAS, the Parties intend this Agreement as a successor to Agreement D11-066, to provide for the performance of: additional studies, research, monitoring, reporting, development and/or revision of programs related to the Newport Bay TMDLs; assessment and development of programs related to current and future Clean Water Act §303(d) listings and/or NPDES Permit requirements for watershed management plans; actions in response to threats of administrative enforcement and citizen suits; and planning, permitting, design, construction, and maintenance of TMDL pilot projects; and,

WHEREAS, the Parties have reached agreement on funding shares which are shown in Exhibit A; and,

WHEREAS, the Parties hereto share a common interest in the regulatory compliance gained through the activities to be funded and performed pursuant to this Agreement, and the Parties further acknowledge that: each Party is entering into this Agreement for such purpose; there are common issues/questions of law and fact among the Parties; it is the understanding of each Party that, in the

performance of this Agreement, as with preceding agreements to which this Agreement is successor, confidential communications protected by the attorney-client privilege and attorney work product doctrine may be disclosed among the Parties. Based on the foregoing, the parties now wish to enter into a common interest group agreement to memorialize their mutual understanding that confidential communications are to be kept confidential and protected from disclosure to the fullest extent allowed by law; and

WHEREAS, it is recognized that additional compliance efforts may be necessary and the Parties may choose to fund projects under separate agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Section 1. PURPOSE. This Agreement is entered into for the purpose of funding and performing program activities related to the Newport Bay TMDLs, NPDES Permit requirements specific to the Newport Bay watershed, current and future Clean Water Act §303(d) listings in the Newport Bay watershed, and other related matters which may affect NPDES Permit compliance and/or enforcement within the Newport Bay watershed.

Section 2. TERM. The term of this Agreement shall commence upon approval and execution of this Agreement by all Parties or July 1, 2018, whichever is later, and shall continue until June 30, 2023.

Section 3. PROGRAM WORK PLAN. The County shall work in concert with all Parties to develop a work plan for the following fiscal year and will provide longer term financial forecasts. The work plan for the upcoming fiscal years shall be submitted to each of the Parties by January 15 of each year. The work plan may designate a Party as a lead other than the County for a work plan task(s).

Section 4. BUDGET AND COSTS. The budget for the initial 2018-19 fiscal year, subject to appropriations, is \$1,332,597 and is shown in Exhibit A. The County shall work in concert with all the Parties to develop a budget for the following fiscal years. Budgeted amounts for pilot project(s) shall not exceed \$200,000 for all pilot projects in any one fiscal year. For the following fiscal year and thereafter, a

budget shall be submitted to each of the Parties by January 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each Party for the following fiscal year.

The County shall be entitled to charge to the program all costs for direct labor, materials, equipment, and outside contract services for costs associated with carrying out the approved scope of work. Recoverable costs will also include an overhead charge.

Section 5. WORK PLAN TASK LEAD REIMBURSEMENT. The County may designate a Party as a task lead with respect to specific tasks on the operative work plan. If a Party is designated as a task lead, upon prior written authorization from County, the Party shall invoice the County for authorized expenses up to the approved budget amount for the work plan task.

Section 6. APPROVALS AND ADJUSTMENTS. The Parties shall be permitted to review and approve the budget and program work plan for the forthcoming year, review work products, and provide direction for performance of the work plan. The Parties shall be notified of the intent to issue contracts to perform the program work plan, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications/proposals subject to the requirements of the County of Orange Contract Policy Manual. Criteria for approval of the work plan and budget shall be affirmative responses from Parties representing ninety percent (90%) of the funding shares in Exhibit A and 12 of the 13 Parties. The County and Orange County Flood Control District will constitute one approving Party. Any Party not providing a response by July 15 of each year shall be considered as rendering an affirmative response.

Criteria for approval of adjustments to scopes of work shall be the same as for the approval of the work plan and budget.

Section 7. FUNDING SHARE PERCENTAGES. Exhibit A, which is attached to this Agreement and by this reference is made a part hereof, presents the funding share percentages for the Parties for the term of the Agreement and the costs for the Parties for fiscal year 2018-19.

Section 8. PAYMENTS. For the initial year of the Agreement, the County shall invoice each Party for its deposit either at the beginning of the fiscal year or thirty (30) days after approval of the Agreement, whichever is later. In following years, the County shall invoice each Party for its annual deposit at the beginning of each fiscal year. Each Party shall pay the deposit within 45 calendar days of the date of the invoice. Each Party's deposit shall be based on its prorated share of the approved annual budget, reduced by the sum of (a) its prorated share of any surplus identified in the prior fiscal year end accounting, and (b) its prorated share of any funding provided for programs in the approved budget from entities not party to this Agreement.

Interest earned on the Parties' deposits will not be paid to the Parties, but will be credited against the Parties' share of the program costs.

The County shall notify each of the Parties if it appears that costs may exceed the budget approved by the Parties in any fiscal year. The County shall prepare a fiscal year end accounting within 60 calendar days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, and the County has notified and obtained approval from the Parties of potential cost overruns, the County shall seek approval of the excess cost from the Parties in the form of a revised budget and, upon approval, shall invoice each Party for its prorated share of the excess cost up to the amount of the revised approved budget. Each Party shall pay the billing within 45 calendar days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year. The fiscal year end accounting results and associated invoices for each Party will take into consideration any outside funding provided for programs in the approved budget from entities not party to this Agreement.

Upon termination of the program, a final accounting shall be performed by the County. If costs remaining after the deduction of interest costs exceed the sum of the deposits, the County shall invoice each Party for its prorated share of the deficit. Each Party shall pay the invoice within 45 calendar days of

the date of the invoice. If the sum of the deposits, including interest, exceeds the costs, the County shall reimburse to each Party its prorated share of the excess, within 45 calendar days of the final accounting.

Section 9: CONFIDENTIAL COMMUNICATIONS

- a. The term Confidential Communications shall mean all communications, regardless of form, including documents and oral or written communications, whether prepared by the Parties or by consultants or experts retained by any Party, exchanged by or among the Parties, their non-employee consultants or experts, and/or their counsel, that are: (i) related to the purpose and/or performance of this Agreement; and (ii) privileged or protected from disclosure to adverse or other persons by reason of the attorney-client privilege, the attorney work product doctrine, or the common interest and/or joint defense privilege. The term Confidential Communications does not include any publicly available information.
- b. The Parties agree that the disclosure of Confidential Communications between or among the Parties or their counsel will not diminish the confidentiality of such materials or constitute waiver of any applicable privilege or protection from disclosure. The Parties intend that all Confidential Communications shall be protected from disclosure and discovery, to the fullest extent allowed by law, including under the common interest and/or joint defense privileges. Inadvertent disclosure of Confidential Communications to third parties shall not constitute waiver of any applicable privilege, and shall be entitled to the fullest protection under the law, including the triggering of ethical obligations for the recipient(s) to return such inadvertently disclosed Confidential Communications.
- c. The Party providing or disclosing any Confidential Communications to another party to this Agreement, pursuant to this Agreement, shall mark it as: "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-18011416." Communications marked in this or substantially similar manner shall be Confidential Communications. The failure to so mark such communications, however, will not diminish the confidentiality of such communications or constitute waiver of any applicable privilege or protection from disclosure.

d. Confidential Communications shall be held in confidence by the Parties, unless disclosure is required by law or court order. Each Party shall take reasonable and appropriate measures to prevent inadvertent disclosures of Confidential Communications to third parties. In the event any Party receives a third-party request or demand for Confidential Communications marked "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-18011416," per section 9.c., or bearing the name of one or more attorneys for any Party, prior to the release of any such Confidential Communications, the receiving Party shall notify all other Parties that such a request or demand has been received, so that the other Parties have the opportunity to seek a protective order or other relief. In the event any Party receives a third-party request or demand for Confidential Communications that are not marked per section 9.c. and do not bear the name of any attorney for any Party, prior to the release of such Confidential Communications, the receiving Party shall endeavor to notify all other Parties, so that the other Parties have the opportunity to seek a protective order or other relief.

e. To the extent allowed by law, the obligations of the Parties under this Section 9 shall survive the termination of this Agreement and shall remain in full force and effect.

f. Neither this Agreement nor the actions of any Party or counsel to a Party shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship.

Section 10. ADDITIONAL PARTIES. It is recognized that there may be other parties who wish to participate in and provide funding for the activities described in this Agreement. Nothing in this Agreement is intended to preclude additional participants being added by written amendment as parties to this Agreement pursuant to Section 11. Exhibit A will be revised to add funding share percentage(s) for the additional party(ies) and proportionately reduced percentage shares for the Parties.

Section 11. AMENDMENT. This Agreement may be amended in writing only with the unanimous written approval of the parties.

Section 12. LIABILITY. It is mutually understood and agreed that, merely by the virtue of entering into this Agreement, each Party neither relinquishes any rights nor assumes any liabilities for its own actions or the actions of other Parties. It is the intent of the Parties that the rights and liabilities of each Party shall remain the same, while this Agreement is in force, as it was before this Agreement was made, except as otherwise specifically provided in this Agreement.

Section 13. TERMINATION. Any Party wishing to terminate its participation in this Agreement shall so notify all other Parties in writing by March 1 of any year. Such termination shall be effective the following June 30. The terminating Party shall be responsible for financial obligations hereunder to the extent incurred in accordance with this agreement by the Party prior to the effective date of termination. The balance of the Parties may continue in the performance of the terms and conditions of this Agreement with a proportionate reallocation of the terminating Party's cost share in Exhibit A among the remaining Parties.

Section 14. AVAILABILITY OF FUNDS. The obligation of each Party is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

Section 15. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person (except the Parties hereto and any entity in which a Party has a legal interest (such as, but not limited to, a limited liability membership interest or a partnership interest), and any permitted successors or assigns of a Party) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained. This Agreement and any conditions and provisions hereof is intended to be and is for the sole and exclusive benefit of the Parties and the entities in which they have a legal interest and their successors or assigns and for the benefit of no other person, agency or entity.

Section 16. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Section 17. ATTORNEY'S FEES. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney's fees and costs.

Section 18. ENTIRE AGREEMENT. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such matter.

Section 19. SEVERABILITY. If any part of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 20. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Section 21. NOTICES. All notices required or desired to be given under this Agreement shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by electronic mail followed by a mailed copy, to the addresses specified below, provided each Party may change the address for notices by giving the other Parties at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by electronic mail shall be deemed received on the first business day following transmission.

Director of Public Services
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Facsimile: (714) 754-5028

Director of Community Development
City of Irvine
P.O. Box 19578
Irvine, CA 92623-9578
Facsimile: (949) 724-6440

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Facsimile: (949) 707-2633

Director of Community Development
City of Laguna Woods
24264 El Toro Road
Laguna Woods CA 92637
Facsimile: (949) 639-0591

Director of Public Works
City of Lake Forest
25550 Commercentre Dr. Suite 100
Lake Forest, CA 92630
Facsimile: (949) 461-3511

Director of Public Works
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Facsimile: (949) 644-3308

Director of Public Works
City of Orange
300 E. Chapman Ave
Orange, CA 92866
Facsimile: (714) 744-5573

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M21)
Santa Ana, CA 92702
Facsimile: (714) 647-5635

Director of Public Works
City of Tustin
300 Centennial Way
Tustin, CA 92780
Facsimile: (714) 734-8991

Director, OC Public Works
County of Orange
300 N. Flower Street
Santa Ana, CA 92702-4048
Facsimile: (714) 834-2395

Executive Director of Water Policy
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618
Facsimile: (949) 453-0228

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center
Newport Beach, CA 92658-8904
Facsimile: (949) 720-2448

Section 23. EXECUTION OF AGREEMENT. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument.

Section 24. GOVERNING LAW AND VENUE. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394 or any other provision of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first
above written:

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

Date: 8/14/18


By: 
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: 
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD.

Date: 8/14/18

By: 
Robin Stieler
Clerk of the Board of Supervisors of
Orange County, California



APPROVED AS TO FORM
COUNTY COUNSEL

By: 
Deputy
Date: 6/15/18

CITY OF COSTA MESA

Date: 8-6-18

By: [Signature]
Mayor

APPROVED AS TO FORM:

ATTEST:

Brenda Green
City Clerk



[Signature] ACA
City Attorney of Costa Mesa

CITY OF IRVINE

Date:

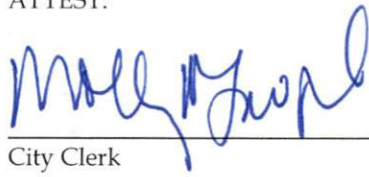
7-23-18

By:

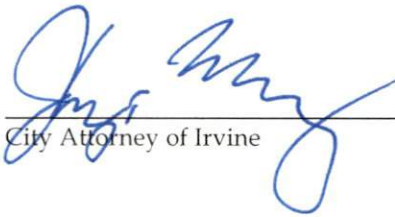
Mayor

APPROVED AS TO FORM:

ATTEST:



City Clerk



City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: _____

By: Melody Carruth
Melody Carruth
Mayor

APPROVED AS TO FORM:

ATTEST:

Melissa Au-Yeung
Melissa Au-Yeung
City Clerk

Gregory E. Simonian
Gregory E. Simonian
City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: June 27, 2018 By: Carol Moore
Carol Moore, Mayor

ATTEST:


Yolie Trippy
Yolie Trippy, Deputy City Clerk

APPROVED AS TO FORM:

David B. Cosgrove
David B. Cosgrove, City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: 6-19-18

By: 
Mayor

APPROVED AS TO FORM:


ATTEST:

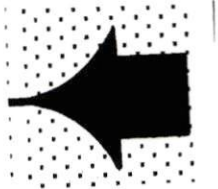
Acting 
City Clerk


City Attorney of Lake Forest

CITY OF NEWPORT BEACH

Date: _____


By: 
Mayor



APPROVED AS TO FORM:

ATTEST:


City Clerk

 for
City Attorney of Newport Beach



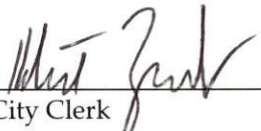
CITY OF ORANGE

Date: 9/14/18

By: 
Mayor

APPROVED AS TO FORM:


ATTEST:


City Clerk


City Attorney of Orange


ATTEST:

CITY OF SANTA ANA



MARIA D. HUIZAR
City Clerk

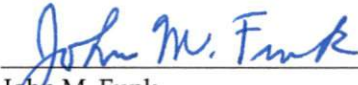




RAUL GODINEZ II
City Manager

APPROVED AS TO FORM


SONIA R. CARVALHO
City Attorney

By: 

John M. Funk
Assistant City Attorney

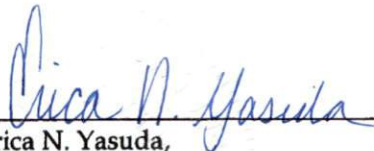
CITY OF TUSTIN

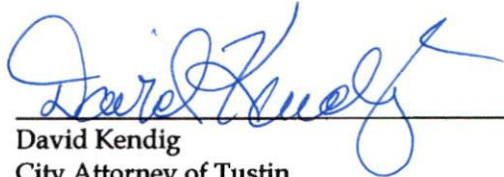
Date: 7-18-18

By: 
Elwyn A. Murray
Mayor

APPROVED AS TO FORM:

ATTEST:


Erica N. Yasuda,
City Clerk


David Kendig
City Attorney of Tustin

THE IRVINE RANCH WATER DISTRICT

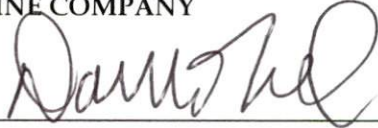
Date: July 12, 2018By: 
General Manager

Approved as to Form

Date: July 10, 2018By: Name: Claire Hervey CollinsTitle: District Counsel

THE IRVINE COMPANY

Date: June 25, 2018

By: 

Name: Daniel T. Miller

Title: Senior Vice President

Date: June 25, 2018

By: 

Name: A. Kristine Floyd

Title: Vice President and

Associate General Counsel

Received
11/13/18



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1100

Meeting Date: 3/7/2023

TITLE:

DISSOLVING CITY COUNCIL AD HOC COMMITTEES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK, (714) 754-5221

RECOMMENDATION:

Staff recommends the City Council:

Dissolve the following City Council Ad Hoc Committees: the Cannabis Ad Hoc Committee, the Fairview Developmental Center Ad Hoc Committee, Housing Ad Hoc Committee, and the City Manager Ad Hoc Committee.

BACKGROUND:

Periodically the City Council has created Ad Hoc Committees to address specific issues of importance to the City. Due to the Committees purpose having been completed, or the Council desiring to end a committee, it is appropriate for Council to vote to dissolve such Committees.

ANALYSIS:

The City Council has previously created the specific Ad Hoc Committees. At the February 15, 2023 City Council study session, it was requested to bring this item forward, allowing the City Council the opportunity to dissolve any or all Ad Hoc Committees.

ALTERNATIVES:

The City Council may choose to not dissolve all Ad Hoc Committees or dissolve specific Ad Hoc Committees only.

FISCAL REVIEW:

The dissolution of the Ad Hoc Committees will not have any fiscal impact on the City's budget.

LEGAL REVIEW:

This report has been reviewed and approved by the City Attorney's Office.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Dissolve the following City Council Ad Hoc Committees: the Cannabis Ad Hoc Committee, the Fairview Developmental Center Ad Hoc Committee, Housing Ad Hoc Committee, and the City Manager Ad Hoc Committee.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1108

Meeting Date: 3/7/2023

TITLE:

PROFESSIONAL SERVICES AGREEMENT WITH THE SOLÍS GROUP FOR ADMINISTRATION OF THE COMMUNITY WORKFORCE AGREEMENT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to The Solís Group for administration of the Community Workforce Agreement (CWA) for an initial three-year period with two one-year renewal periods for a not to exceed amount of \$400,000.
2. Authorize the City Manager or designee to execute the agreement and any future authorized amendments to this agreement.

BACKGROUND:

On February 1, 2022, the City Council approved to implement the Community Workforce Agreement (CWA) for a five-year term between the City of Costa Mesa (City) and the Los Angeles / Orange Counties Building and Construction Trades Council (Trades Council). The goal of the CWA, also referred to as the Project Labor Agreement (PLA), is to develop opportunities for qualified locally hired individuals and veterans for construction of the City's various Capital Improvement Program (CIP) projects. The aim is to promote efforts and to increase employment opportunities for residents of Costa Mesa and to facilitate training and employment for the City's students and veterans in the construction trades through apprenticeships and to encourage efficiency of construction operations performed by the City. The agreement was fully executed on August 23, 2022.

In order to efficiently and properly administer the CWA, the City has elected to employ the services of a professional consultant who is well versed in the execution and administration of labor agreements. Public Works, along with Finance staff, advertised and released a Request for Proposals (RFP) to select a qualified consultant to administer the City's CWA.

ANALYSIS:

On January 25, 2023, staff advertised on PlanetBids the RFP to solicit proposals from qualified consultants for administering the City's CWA. On February 8, 2023, staff received two (2) proposals from the following consultants:

- The Solís Group
- Rod-West Floor Covering

Staff established a selection committee to objectively evaluate the proposals received. The evaluation of each proposal was based on the technical information and qualifications presented in the proposal, reference checks, and other information.

The committee unanimously selected The Solis Group as the most qualified consultant. The Solís Group's proposal was comprehensive and met all the requirements of the RFP. The proposal and fee schedule submitted by The Solís Group is included as Attachment 1.

The Solis Group estimated the cost of their services for a \$3 million project to be approximately, \$40,000. Assuming that the City may implement CIP projects with a combined value of approximately, \$30 million over the next five years, the estimated cost for The Solis Group is \$400,000.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids and re-advertise the project. Staff believes that re-advertising the project will not result in higher quality bids.

FISCAL REVIEW:

The funding for the proposed PSA with The Solís Group is available and will be funded through City Council approved Capital Improvement Program. The PSA will be for an initial three-year period with two (2) one-year renewal periods, for a total not-to-exceed amount of \$400,000.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to The Solís Group for administration of the Community Workforce Agreement (CWA) for an initial three-year period with two one-year renewal periods for a not to exceed amount of \$400,000.
2. Authorize the City Manager or designee to execute the agreement and any future authorized amendments to this agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
THE SOLIS GROUP INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of April, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and THE SOLIS GROUP INC., a California corporation (entity information) ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional administrative services under a Community Workforce Agreement, 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 (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. 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. 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 three (3) years, ending on April 16, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent 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) 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:

The Solis Group Inc.

IF TO CITY:

City of Costa Mesa

3452 E. Foothill Blvd., Suite 200
Pasadena, CA 91107
Tel: (626) 685-6989
Attn: Angelina Gerpe

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633
Attn: Seung Yang

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and

employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 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.

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

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

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any

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

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

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

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

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

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

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

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

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

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

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

[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

[Name and Title]

Date:

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:

Seung Yang
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



**REQUEST FOR PROPOSAL
NO. 23-14**

FOR

**COMMUNITY WORKFORCE AGREEMENT (CWA)
PROFESSIONAL ADMINISTRATIVE SERVICES**



Public Works

CITY OF COSTA MESA

Released on January 25, 2023

**REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA)
PROFESSIONAL ADMINISTRATIVE SERVICES**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for community workforce agreement (CWA) professional administrative services for the Public Works Department. 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.

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 \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine. The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home 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.

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

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

II. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

| | |
|---------------------------------------|--|
| Release of RFP | January 25, 2023 |
| Deadline for Written Questions | January 31, 2023 at 10:00 a.m. |
| Responses to Questions Posted | February 6, 2023 |
| Proposals are Due | February 8, 2023 at 3:00 p.m. |
| Interviews (if needed) | February 27-March 2, 2023 (one day TBD) |
| 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 Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with five (5) years of experience, within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A – Scope of Work**.
- Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- Proposer must have an office located in a radius of **25 miles** from the City and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.
- Proposer will be required to abide by the prevailing wage laws as required by state law, **Appendix C**.
- Proposer is required to respond in a timely manner to all correspondence and requests from the City, which includes but no limited to the following: e-mails, mailed letters, phone calls, text messages, faxes, meetings, etc. Timely manner is within 24 hours or less, or otherwise agreed upon with the City.

A. GENERAL INSTRUCTIONS AND PROVISIONS

- 1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of

technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. 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 **Appendix A - Scope of Work**, of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work, Appendix A.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of work.
 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. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another 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. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

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

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 1. Identify the members of the staff who will 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.

2. Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include standard hourly fee schedule, inclusive of all anticipated applicable fees for the types of projects described in this RFP and include classifications or services that can be provided by the proposer. The proposer shall also submit another Cost Proposal for anticipated CWA services for a project with a \$1 million or higher construction value that invoices multiple subcontractors such as a fire station remodel. This fee proposal should be included in the aforementioned cost file.

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 D** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

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

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

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file.
- **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 **3:00 p.m. (P.D.T) on February 8, 2023**. 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 **January 31, 2023 at 12:00 P.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 Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed 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 as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, 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 criteria may also be considered even if not specified below.

1. **Method of Approach ----- 40%**
2. **Qualifications of Experience of the Firm ----- 35%**
3. **Key Personnel ----15%**
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.

1. **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.
2. **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.
3. **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 **February 27, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. 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 of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- **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.
- **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**.
- **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of work 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.

- **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**.
- **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 to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF WORK

Background Information:

On February 1, 2022, during its regularly scheduled meeting, the Costa Mesa City Council approved a Community Workforce Agreement (CWA) between the City and the Los Angeles/Orange Counties Building and Construction Trades Council, and affiliated local unions. The CWA is also known as a Project Labor Agreement (PLA) in other jurisdictions. The approved CWA is attached.

The City is requesting proposals from qualified, competent, and experienced consultants to provide professional services in managing, administering, and enforcing the obligations and requirements of the CWA and to ensure that the benefits resulting from it flow to all Parties, including the residents of the City, Contractors, crafts persons working on behalf of Contractors, and high priority groups outlined in the agreement (e.g. Veterans, Disabled Workers, etc.).

The CWA aims to promote the efficiency of construction operations performed by the City and to ensure the timely and economical completion of projects covered in the CWA. Additionally, the goal of the CWA is to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of where they reside.

The CWA applies to the City's Projects awarded for such work outlined in Attachment F.

Project Work covered by the CWA is defined and limited to all construction and major rehabilitation work for multi-trade construction contracts as listed in Attachment "F" (Project List). A goal of thirty-five (35) percent of total work hours shall be performed from workers residing within the areas defined in the CWA.

The selected CWA administrator will coordinate the agreement for all projects covered by the CWA, perform all duties, and meet all responsibilities. The CWA administrator shall focus on four (4) core responsibilities: (1) managing labor relations; (2) coordinating the CWA's innovative workforce development and employment programs; (3) monitoring and reporting on the efficacy of the CWA; and (4) monitoring, reporting, and enforcing labor compliance, payroll requirements and local hire goals/metrics for each category listed in the CWA as follows: Costa Mesa residents & Veterans (35%) and Transitional Workers (10%).

Work Description:

Provide all services, management, and support, required to actively and completely administer, enforce and monitor all the obligations of the CWA, ensuring that the benefits envisioned from it apply to all Parties.

The work shall include but is not limited to the following:

1. Perform CWA project management and coordination.
2. Conduct periodic meetings with City hired contractors, project managers and staff.
3. Execute labor compliance and administration services.
4. Implement CWA administration and management throughout the course of each project listed on Attachment F.

5. Provide deliverables and reports.
6. Perform on-site field interviews and observations as needed or as requested by City of Costa Mesa.
7. Develop contractor performance evaluations.
8. Post-construction services and finalize audits for all regulatory agencies such as the City of Costa Mesa.

Firm/Consultant Responsibilities:

The selected firm/consultant(s) shall provide professional administrative services that include, but are not limited to the following:

- Development of CWA administration structure and program implementation.
- Act as the City's authorized representative and the liaison among the City, Contractors, and Local Unions, thereby coordinating all CWA activities.
- Attend Pre-Bid and/or Pre-Construction meetings to provide an overview of the CWA, responsibilities outlined within the CWA, and resources available to assist Contractors in achieving the CWA's goals and objectives.
- Conduct Pre-Project meetings among Contractor, Sub-Contractors, and appropriate Unions, informing all parties of their rights and obligations under the CWA.
- Assist and oversee Contractors during all phases of construction to ensure compliance with the City's goals.
- Assist and advise City staff in the preparation of CWA sections related to project Specifications and Bid Package for projects.
- Assist in reviewing, and responding, to CWA-related Requests for Information (RFIs) during bidding.
- Collect, review, and verify all forms required by the CWA, prior to commencement of project work. Create and maintain a CWA Administration database for the City, with pertinent information and metrics for each target population.
- Assist in interpretation, clarification, and application of the CWA.
- Assist in the identification of Workforce Development and Employment Programs for Local Students, Residents, and Veterans. This includes the development of an apprenticeship and pre-apprenticeship program.
- Recommend enhancements or improvements to the CWA process and administration.
- Investigate, supervise, and resolve all CWA grievances for the various parties including contractors, City staff, labor groups and or workers.
- Monitor and recommend enforcement measures to ensure compliance by Contractors, and Local Unions, within the provisions of the CWA.
- Organize monthly meetings with City staff, providing CWA updates on City projects and areas of focus.
- Prepare various monthly, quarterly, and annual reports detailing CWA activities.
- Prepare a Project Closeout Report outlining obstacles, violations, services performed, and final percentages achieved by workforce type (Costa Mesa, high school graduates, Veterans, Orange County, and Non-Local) for each project within 90 days.
- Prepare an Annual report summarizing all CWA activities (planned, active, and completed projects), to present to City Council and residents of Costa Mesa.
- Develop a CWA Compliance Packet and Checklist to assist Contractors in complying with the CWA, as deemed necessary.

- Author a formal CWA Policies and Procedures manual as a guide for CWA administration duties.
- Train City staff, and those identified by the City, on the implementation of the CWA by developing educational material and presentations.
- Conduct CWA orientations for Contractors, as needed.

City Responsibilities:

The City will furnish copies of project Plans and Specifications. The City will make available any other material related to the CWA.

Prevailing Wages:

The successful firm will be subjected to compliance, monitoring and enforcement by the State of California Department of Industrial Relations (DIR). The firms are required to inform themselves fully of the conditions relating to labor under which the work will be performed. In accordance with the California State Labor Code, prevailing wage rates apply per the following link:

<http://www.dir.ca.gov/public-works/publicworks.html>

The selected firm/consultant(s) shall provide certified payroll(s) to the City upon invoicing. The City will not process invoices until certified payroll(s) have been provided.

ATTACHMENT F PROJECT LIST

Fire Station 2 - Reconstruction
 Fire Station 4 - Living Quarters Remodel
 Fire Station 4 - Training Ground Improvements
 Police Department - Emergency Operations Center & Property Evidence Facility
 Police Substation - Upgrades
 Brentwood Park – Improvements
 Davis School Field & Lighting - Design & Construction
 Fairview Developmental Center Sports Complex
 Fairview Park - CA-ORA-58 Fill Removal, Cap & Restore Native Habitat
 Fairview Park - Master Plan Implementation
 Fairview Park - West Bluff Restoration
 Kaiser Lighting and Turf
 Lindbergh Park - Expand Park
 Parsons - Lighting and Turf
 Shalimar Park Expansion
 Smallwood Park Reconstruction Project
 TeWinkle Park - Lakes Repairs
 Newport Boulevard Landscape Improvements - 19th St. to Bristol St.
 Adams Ave.- Harbor Blvd. To Santa Ana River
 Cherry Lake Storm Drain System - Phase I, II & III
 Cherry Lake Storm Drain System - Phase IV & V
 Citywide Storm Drain Improvements
 Citywide Street Improvements
 Westside Storm Drain Improvements
 Adams Avenue Bicycle Facility- Fairview Rd. to Harbor Blvd.
 Bristol St. / Sunflower Ave. - Intersection Improvement (Add 3rd NBL)
 Eastside Traffic Calming (Cabrillo St., 18th St., 22nd St.)
 Fairview Rd./ Wilson St. - Improvements (Add EBT, WBT)
 Greenville-Banning Channel Pt. 2 (Santa Ana River Trail to South Coast Dr.)
 Harbor Blvd. / Gisler Ave. - Intersection Improvements (Add SBR)
 Harbor Blvd. / South Coast Dr. - Intersection Improvement (Add EBR)
 Harbor Blvd./ Adams Ave. - Intersection Improvements (Add NBL, NBR)
 Mission- Valencia Multi-Modal Access and Circulation Improvements
 Newport Boulevard Widening - From 19th St. to 17th St.
 Paularino Channel - Multipurpose Trail
 SR-55 Frwy. N/B / Baker St. - Intersection Improvement (Add NBL, EBL)
 West 17th St. Widening - (Newport Boulevard to Placentia Avenue)
 Wilson Street Widening - from College Ave. to Fairview Rd

APPENDIX B PREVAILING WAGE

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.
3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.
4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.
7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents



VENDOR APPLICATION FORM

FOR

RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL ADMINISTRATIVE SERVICES

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: TSG Enterprises, Inc. dba The Solis Group

Contact Person for Agreement: Mike Komsky

Title: COO E-Mail Address: mkomsky@thesolisgroup.com

Business Telephone: (626) 685-6989 Business Fax: (626) 685-6985

Corporate Mailing Address: 3452 E Foothill Blvd, Ste 200

City, State and Zip Code: Pasadena, CA 91107

Contact Person for Proposals: Gary A. Hamm

Title: Executive Director, Business Development E-Mail Address: ghamm@thesolisgroup.com

Business Telephone: (626) 685-6989 Business Fax: (626) 685-6985

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

| Names | Title | Phone |
|-----------------------------|-----------------------------------|----------------|
| Elvira Elizabeth Diez Solis | CEO, Corporate Board Member | (626) 685-6989 |
| Mike Komsky | COO, Authorized to sign contracts | (626) 685-6989 |
| Andrew Solis-Castillo | Analyst 2, Corporate Board Member | (626) 685-6989 |
| | | |
| | | |
| | | |

Federal Tax Identification Number: 95-4728049

City of Costa Mesa Business License Number: None

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

City of Costa Mesa Business License Expiration Date:

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL ADMINISTRATIVE SERVICES** at any time after **JANUARY 25, 2023**.

Elvira Elizabeth Diez Solis
Signature

Date: February 8, 2023

Elvira Elizabeth Diez Solis
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **JANUARY 25, 2023** with a City Councilmember concerning informal **RFP No. 23-14 COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL ADMINISTRATIVE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

COMPANY PROFILE & REFERENCES**Company Legal Name:**

Company Legal Status (corporation, partnership, sole proprietor etc.): TSG Enterprises, Inc. dba
The Solis Group

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

Business Address: 3452 E Foothill Blvd, Ste 200, Pasadena, CA 91107

Website Address: thesolisgroup.com

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: ghamm@thesolisgroup.com

Length of time the firm has been in business: 30 years

Length of time at current location: 24 months (30 years located in Pasadena, CA)

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: 95-4728049

Regular Business Hours: Monday - Friday 8am - 5pm

Regular holidays and hours when business is closed: TSG recognizes and is closed on all
Federal and State holidays.

Contact person in reference to this solicitation: Gary A. Hamm

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: ghamm@thesolisgroup.com

Contact person for accounts payable: Mike Komsky

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: mkomsky@thesolisgroup.com

Name of Project Manager: Jeremy Turner

Telephone Number: (626) 685-6989

Facsimile Number: (626) 685-6985

Email Address: jturner@thesolisgroup.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: City of Anaheim
Contact Name: Brenda Medina
Contract Amount: \$115,076
Email: BMedina@anaheim.net
Address: 200 S Anaheim Blvd, Anaheim, CA 92805
Brief Contract Description: CWA Administration, Local Hire Tracking, Labor Compliance
Telephone Number: (714) 765-5157

Company Name: City of Moreno Valley
Telephone Number: (951) 413-3116
Contact Name: Melissa Walker
Contract Amount: \$127,823
Email: Melissaw@moval.org
Address: 14177 Frederick St, Moreno Valley, CA 92553
Brief Contract Description: PLA Administration, Labor Compliance

Company Name: Port of Long Beach
Telephone Number: (562) 714-4816
Contact Name: Adriana Ramirez
Contract Amount: \$2,142,549
Email: Adriana.Ramirez@polb.com
Address: 415 W Ocean Blvd, Long Beach, CA 90802
Brief Contract Description: PLA Administration, Labor Compliance, Local Hire Tracking

Company Name: Los Angeles County Department of Public Works
Telephone Number: (626) 458-6987
Contact Name: Imad Abboud
Contract Amount: \$3,000,000
Email: IAbboud@dpw.lacounty.gov
Address: 900 S Fremont Ave, Alhambra, CA 91803
Brief Contract Description: Labor Compliance

Company Name: Rancho Santiago Community College District
Telephone Number: (714) 480-7510
Contact Name: Carri Matsumoto
Contract Amount: \$503,284
Email: Matsumoto_Carri@rscdd.edu
Address: 2323 N Broadway, Santa Ana, CA 92706
Brief Contract Description: PLA Administration, Labor Compliance, Local Hire Tracking

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.

TSG Enterprises, Inc. dba The Solis Group
Bidder/Applicant/Proposer

February 8, 2023

Date

Elvira Elizabeth Diez Solis
Signature

Elvira Elizabeth Diez Solis, CEO
Printed Name/Title



ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL
ADMINISTRATIVE SERVICES
RFP NO. 23-14



Public Works
CITY OF COSTA MESA

Addendum Released on February 6, 2023

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.

- **Delete** Minimum Requirement, Proposer must have an office located in a radius of 25 miles.
- **Replace** with Minimum Requirement, Expectations will be that the consultant will be responsive to City's needs and requests for meetings.

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

EXHIBIT B
CONSULTANT'S PROPOSAL

PROPOSAL

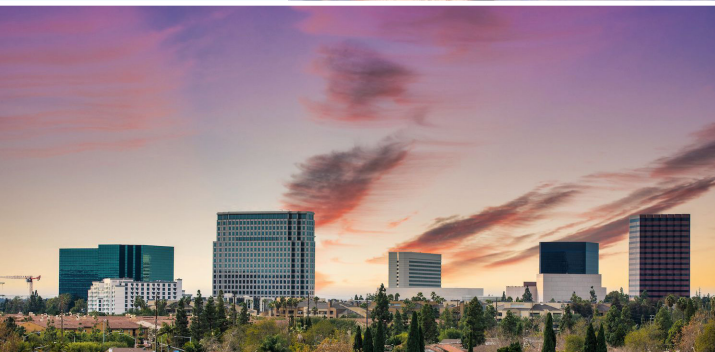
Vol I: Technical Proposal

ATTACHMENT 1

COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



City of Costa Mesa
No. 23-14
February 8, 2023





Cover Letter

Stephanie Urueta
City of Costa Mesa
Public Works
77 Fair Drive
Costa Mesa, CA 92628

RE: Proposal to Provide Community Workforce Agreement Professional Administrative Services

Dear Stephanie Urueta:

The Solís Group (TSG) is pleased to submit our proposal for Community Workforce Agreement (CWA) Professional Administrative Services to the City of Costa Mesa (City). TSG is a known leader in the management of similar programs for public agencies throughout California. A summary of our proposal follows.

Background & Project Summary Section

We understand the City is working on improving its construction program and the overall landscape for the community of contractors and workers alike. Through this CWA, the City aims to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of location.

Method of Approach

Our approach to labor management has been developed through years of experience in service to public agencies. In this section we present our experience working with agencies in CWA implementation and administration.

- We have successfully worked on 28 CWA assignments in the last six years alone. Out of these, 21 were first-time CWAs in which we supported agencies through initial implementation.
- Our highlighted references include: the City of Anaheim, the City of Moreno Valley, and the Los Angeles County Department of Public Works (LACDPW).

Qualifications & Experience of the Firm

TSG provides best-value services and unmatched success in delivering similar services to public agencies across Southern California. We will provide the same level of seamless service to the City.

- We are a minority- and woman-owned business with 30 years of demonstrated success in the implementation and administration of CWA programs.
- We have extensive experience working with the LA/OC Building Trades, as well as direct experience in the region working for the cities of Anaheim, Buena Park, Garden Grove, and Santa Ana.

Financial Capacity

TSG is financially secure and able to perform services upon contract award. Additional data is available upon request.



ATTACHMENT 1

City of Costa Mesa No. 23-14
Community Workforce Agreement Professional Administrative Services

Key Personnel

Jeremy Turner, Vice President of Field Operations, brings over 10 years of related industry experience and expertise to the City, far exceeding the minimum requirement. He has direct experience working with municipalities, including the cities of Anaheim, Buena Park, Garden Grove, and Moreno Valley.

Jeremy is supported by Issac Hernandez, Senior Analyst. With over four years of industry experience, Issac excels at educating contractors on CWA requirements and ensuring compliance is achieved. He will be responsible for handling the day-to-day tasks associated with this assignment.

Both Jeremy and Issac are key personnel and will be available for the duration of the contract. Their resumes are found in this section.

Cost Proposal

As required by the RFP, our Cost Proposal has been submitted under separate cover.

Disclosure

TSG has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of the aforementioned positions.

Sample Professional Service Agreement

TSG has no exceptions to RFP and the Sample Professional Service Agreement.

Checklist of Forms to Accompany Proposal

As required by the RFP, the forms included in Appendix D and Addendum No. 1 are found under this section.

I am duly authorized to bind TSG to the terms of the proposal and look forward to supporting the City on this assignment.

Sincerely,

Elvira Elizabeth Diaz Solis
Elizabeth Solis
CEO



Jeremy Turner
Vice President of Field Operations



Issac Hernandez
Senior Analyst



ATTACHMENT 1

City of Costa Mesa No. 23-14
Community Workforce Agreement Professional Administrative Services



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Background & Project Summary Section

The City presents a well-developed general scope of work in the RFP; we concur with the City's scope of work and incorporate it in its entirety by reference. In February 2022, the City Council approved the CWA between the City, Los Angeles/Orange Counties Building and Construction Trades Council, and the affiliated unions. The City aims to increase opportunities in the construction trades through local hire and apprenticeship programs for high school graduates, Costa Mesa and Orange County residents, Veterans, and Disadvantaged Workers regardless of their location.

This program is about more than the new CWA requirements for projects. We understand the City is working on improving its construction program and the overall landscape for the community of contractors and workers alike. TSG has supported agencies, contractors, and construction managers to successfully guide them through this transition. Compliance is taking on a new meaning from the current norm - contractors will need to learn to navigate union registration and referral systems, participate in developing the local workforce, and pay fringe benefits differently. Communicating to the City and the contractor community that a trust fund delinquency is not just a labor compliance issue anymore—it can be a grievance costing the contractor damages. Payroll reports are not just a sign of wage compliance—they are how you track jobs flowing back into the community.

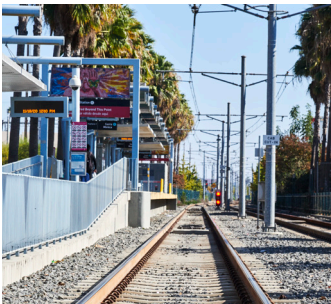
Based on previous successes, we will complete a policies and procedures manual for CWA implementation and integrate it with labor compliance procedures before projects are advertised for bids. We will also complete a

compliance manual for contractors, with forms, instructions, and a summary of key CWA provisions.

TSG will establish regular meetings to set up a healthy, collaborative relationship between labor and management. This ensures unions can access TSG staff for any issues and contractors are held accountable for CWA obligations, such as the development and dispatch of targeted and disadvantaged workers.

TSG will communicate with the Building Trades on interpretation issues and field questions concerning jobsite issues. Proactively aiming to minimize disputes, TSG will keep unions informed on work performed and contractors informed of their rights and obligations.

We make it clear to all unions that a simple phone call can lead to satisfactory action, eliminating the need for a formal grievance. As a firm-wide policy, TSG attempts to resolve all issues at the lowest possible level. Our proposed methodology has proven to be successful on similar projects tailored for this assignment.





Method of Approach

TSG is an unbiased advisor to both unions and contractors. If unions perceive us to be pro-contractor or vice versa, our ability to collaboratively solve problems is impeded. Instead, we act as a true independent source of information and support for both. Since our efforts to mediate and facilitate are always unbiased, the result is very few disputes going the full course of the grievance procedure.

TSG speaks with International Union representatives about jurisdictional assignments, prepares background data for CWA arbitrators, negotiates letters of understanding on interpretation of CWA provisions, and communicates CWA interpretations to contractors and unions at Joint Administrative Committee meetings, all with the intention of maintaining a collaborative CWA.

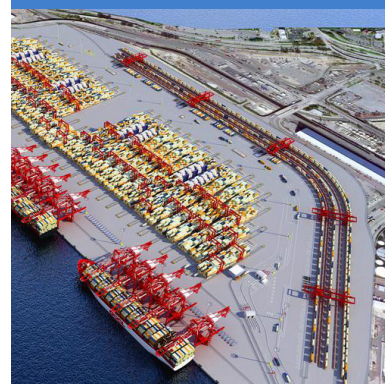
Training, Compliance, and Liaison

To be effective at creating career opportunities for local residents and disadvantaged workers, all stakeholders need to do their part. The Building Trades will be the source of referred labor through the CWA and the contractors are the gatekeepers to indenture new workers into apprenticeship programs. To build and maintain effective relationships, the Building Trades Council, Business Agents, Dispatch Agents, Apprenticeship Coordinators, Trust Fund Administrators, contractors, and contractor organizations like the Associated General Contractors of California, will need to work together to bring career opportunities to the community.

Implementing a program that introduces contractors to the expectations of a CWA is a critical step in creating a symbiotic relationship between the contractors and the building trades. Without a firmly enforced, clearly communicated training policy prior to award, a prime contractor may show up ill-informed—unable to answer questions from union agents as pre-construction activities begin. To prevent this, TSG uses a proactive approach to inform contractors beginning with a community bootcamp with potential bidders after a CWA is introduced, so stakeholders are exposed to the benefits, requirements, and challenges of working under a CWA. TSG also uses Job-walks, pre-award meetings, post award meetings, and pre-job conferences to ensure contractors understand requirements and expectations.

We will complete a training schedule and policies and procedures manual for CWA administration and integrate it with labor compliance procedures before projects are advertised for bid. We will also complete a compliance manual for contractors to use as a guide, with necessary forms and instructions, and a short summary of key CWA provisions.

Although unions generally understand their obligations not to strike or picket, TSG ensures the idea of zero project delays is well communicated and incorporated as a key CWA provision. For example, when a non-signatory union set up a picket line near a Port of Long Beach (POLB) Longshoremen Project, TSG immediately contacted on site unions to remind them that their members were obligated to continue work regardless of the picket. As a result, they understood their obligations and work continued uninterrupted.





TSG believes strongly in educating contractors up front and involving interested stakeholders. We will ensure that all builders in the field—regardless of their position in the program—have a full understanding of the City’s CWA and compliance program requirements, including:

- Tracking ongoing and upcoming projects and establishing access to project data.
- Adopting and continuing systems, preparing templates of project forms, and distributing to contractors.
- Setting up submittal schedules such as certified payroll reports and local hiring utilization reports.
- Regular checks for project progress and expected completion dates in case of project schedule changes.
- Providing the construction managers with monthly status reports and invoice payment recommendations, integrating PLA compliance into overall contractor compliance oversight.
- Preparing monthly activity reports for City review, with logs of issues addressed.

Records Retention

TSG follows a strict protocol to ensure all required documents are uploaded securely, and any paper files are organized and locked when not in use. There are several document retention options in addition to paper files, including LCPTracker, Elations, and eMars. All three may be used to collect, verify, and manage certified payrolls and related labor compliance documents. TSG also utilizes Dropbox, which provides a secure folder for contractors to upload the required items. These are all proven options that keep data secure and confidential.

Quality Assurance

TSG maintains internal quality control procedures to ensure a high level of professional service in our advice and work products. Our quality control system consists of two key elements, as discussed below:

1. Periodic team meetings to review budget and schedule. Our team jointly tackles unresolved issues and note lessons learned on the project. Lessons learned are disseminated to the entire firm and our team members and clients benefit from this collaborative effort.
2. Peer-to-peer review at the Project Manager level. Performed for all written work products before they are published, peer reviews are an important part of our quality control.

Our Project Manager reviews all data entry and other work products from TSG staff including:

- Project tracking logs
- Workforce tracking entries
- Any flagged project issues
- Site interviews performed
- Expended vs. remaining project budgets

When projects involve specific funding windows with their own unique requirements, TSG tracks those goals and deadlines using a separate but parallel path that allows our Project Manager to quickly determine whether requirements are being met or need further communication with the contractor or vendor. A complete copy of TSG’s QA/QC Manual is available upon request.



TSG QA/QC Process



On-Site Presence

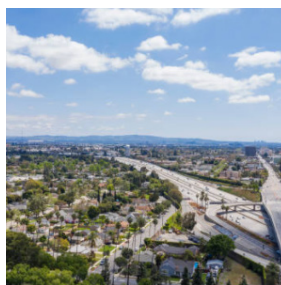
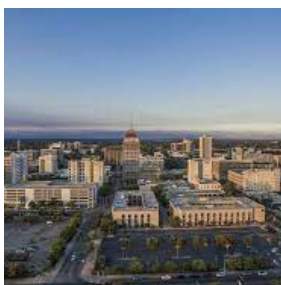
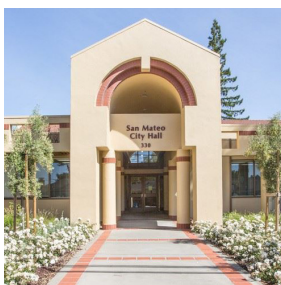
TSG understands the steps necessary to effectively establish lines of communication on and off-site. The administration of the City's CWA requires certain tasks to be performed on-site. Apart from collaborative meetings with the City's management and local organizations, TSG will be on-site to attend Union Assignment Meetings, pre-construction meetings, and participate in labor management meetings as needed. Early construction meetings with contractors and union representatives will help us build the positive relationships that make a project successful. On a monthly basis, TSG will interview workers on-site to confirm wage and union registration compliance as a supplemental task to reviewing submitted certified payroll and union registration documentation. Visits to the site will confirm contractors have fulfilled their obligations to post signage related to prevailing wage and safety programs. TSG confirms activities with on-site personnel for the contractor and City to keep information current and lines of communication open.

Technology plays a big role in our communication on assignments. The introduction of virtual meetings over the past two years has given us an option other than face-to-face meetings. It has simplified coordinating meetings by removing barriers that existed for small contractors and firms with limited capacity to attend in-person meetings. Virtual meetings have also introduced a level of accountability and information management, as meetings can be recorded and reviewed when needed. TSG has successfully implemented a standard virtual meeting practice to run pre-job conferences, pre-construction meetings, and status meetings.

We are committed to be responsive to the City's expectations and needs as best fulfilled through on-site presence as needed. We will respond to the City's requests for service within 24-hours or less.

TSG's Municipal Clients

Anaheim
Alhambra
Buena Park
Carson
Corona
El Monte
Fresno
Garden Grove
Hesperia
Lawndale
Long Beach
Montebello
Monterey Park
Moreno Valley
Ontario
Palmdale
Pasadena
Perris
San Mateo
Santa Ana
Santa Barbara
Santa Paula
Victorville
Yuba City

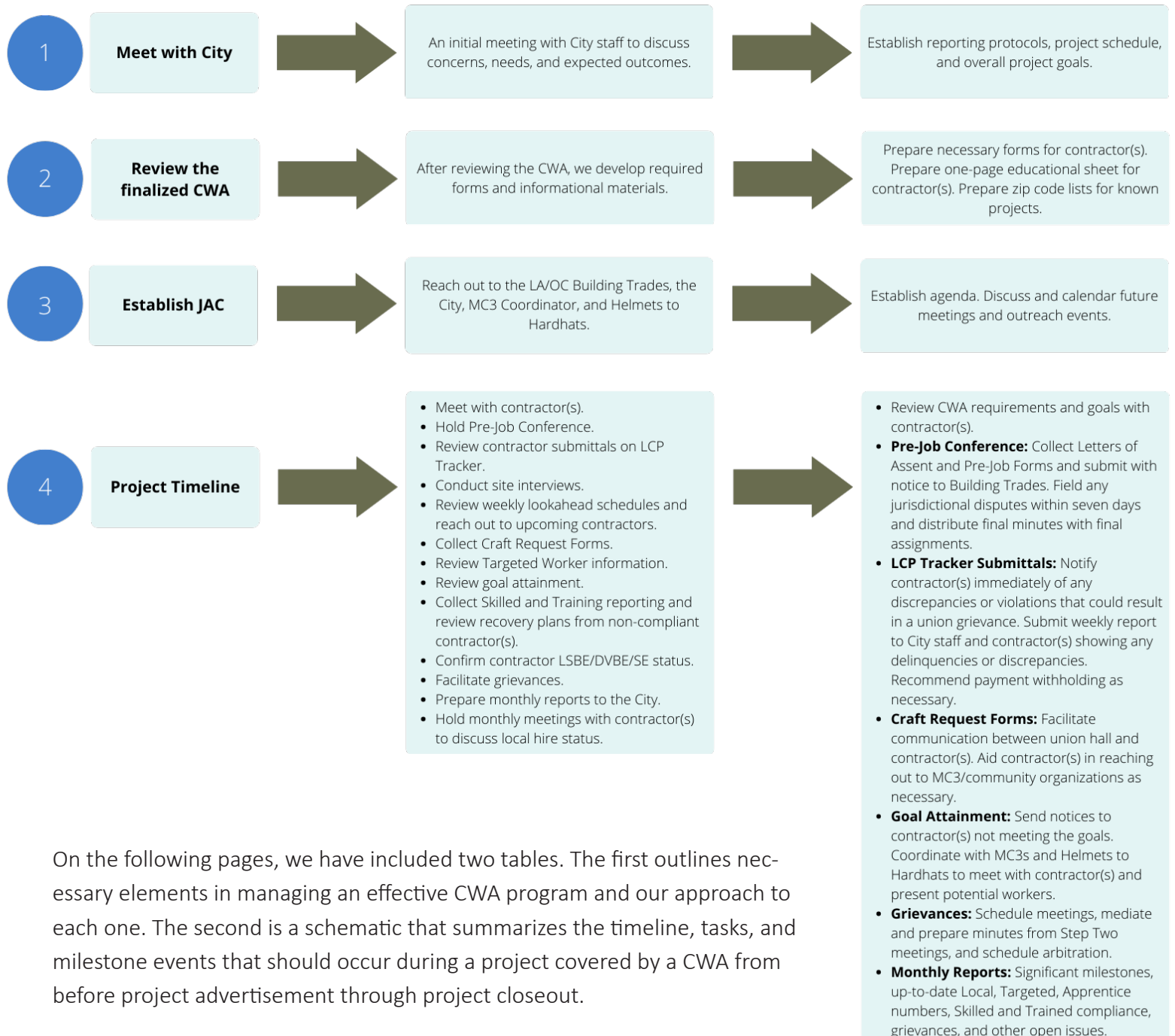




CWA Program Exploration

We include this exploration of our approach that illustrates the intricacies, steps, and challenges often associated with CWA programs. Below is a program-level implementation plan that details the necessary steps to accomplish the scope of work required under this assignment.

CWA IMPLEMENTATION PLAN



On the following pages, we have included two tables. The first outlines necessary elements in managing an effective CWA program and our approach to each one. The second is a schematic that summarizes the timeline, tasks, and milestone events that should occur during a project covered by a CWA from before project advertisement through project closeout.



TYPICAL CWA ADMINISTRATION ELEMENTS

01



Education

Administrator communicates with contractors pre-bid, post award, pre-construction, and throughout the life of a project to convey requirements and expectations of the City's CWA.

02



Community Bootcamp

Administrator conducts a community bootcamp with potential bidders, so stakeholders are exposed to the benefits, requirements, and challenges of working under a CWA, recurring throughout the life of the project.

03



Pre-Construction Meeting

Administrator conducts a pre-construction meeting with all contractors to establish requirements per project, and distributes informational packets communicating the same. This education process continues as needed throughout the life of the project.

04



Post-Award Training

Administrator conducts post-award training so the contractor has a clear understanding of CWA requirements and navigating union assignments and worker referrals. Training includes the approach to indenturing workers into apprenticeship programs and interfacing with union hiring halls and community-based organizations that counsel construction worker candidates.

05



Pre-Job Conferences

Administrator conducts pre-job conferences to establish craft assignments and contractor compliance with union referral and payment provisions. In addition, Administrator reaches out to unions and establishes awareness of CWA requirements and gathers updates on workforce availability.

06



Data Collection/Workforce Tracking

Creating a submittal schedule that coincides with the City's manuals developed for the CWA provides a structure for collecting data, tracking goals, evaluating progress, and forecasting attainment.

07



Reporting

Reporting is used to assess workforce capacity, keep the City informed on CWA administration activities, and as a measurement for compliance. Administrator will typically submit the following reports:

- Project-specific monthly report summarizing CWA activities; noting potential irregularities, grievances, or other union issues; detailing issues under investigation and compliance violations; and recommended actions.
- Quarterly report detailing all of the above-mentioned data in addition to utilizing City residents, disadvantaged workers, and apprentices. It will also cover all efforts to achieve City CWA workforce goals.

08



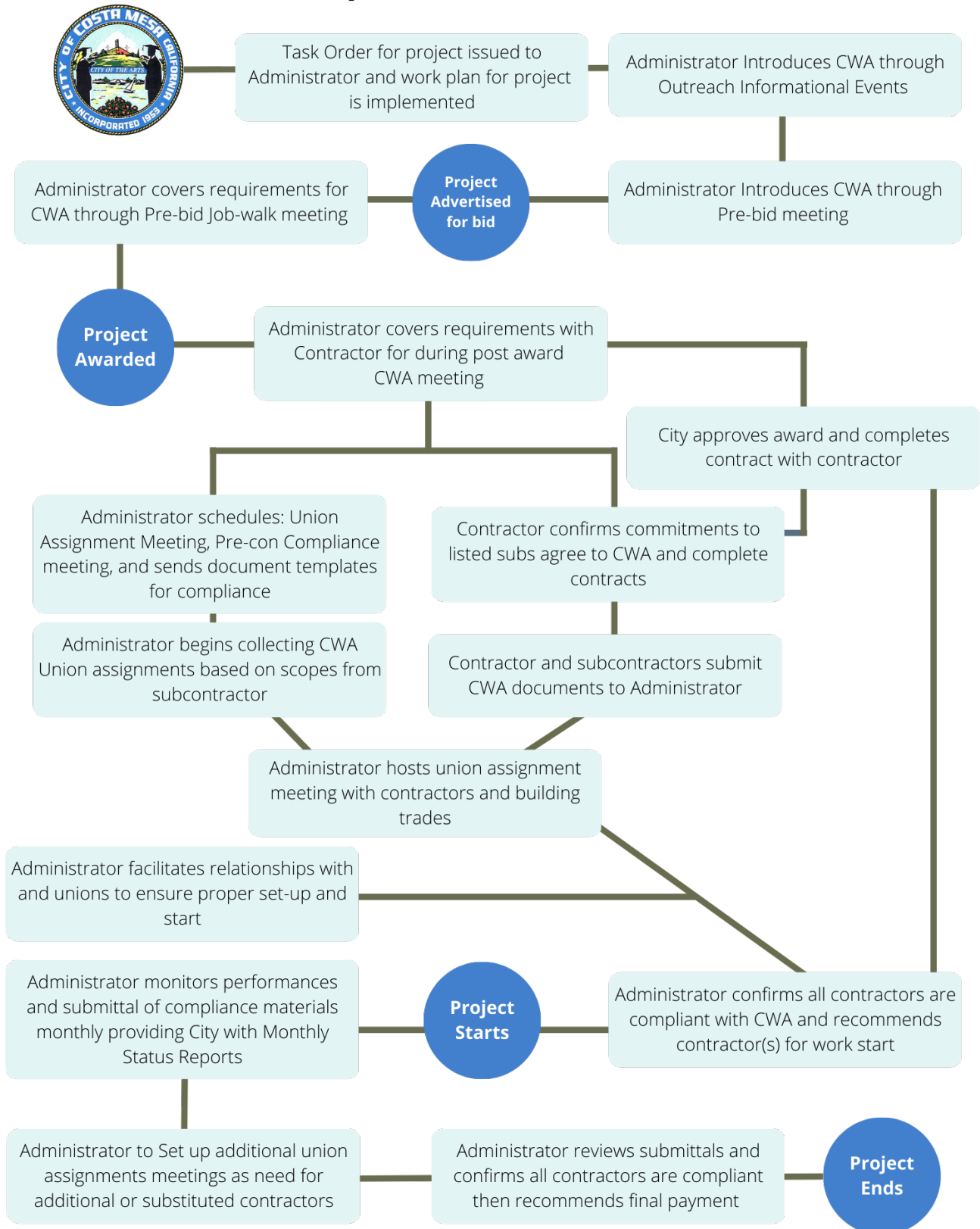
Enforcement Mechanisms

Compliance is measured by document submittals, trust fund payments, and performance under CWA policies for local and disadvantaged hiring and quantifiable utilization goals. Routine audits of CWA documents like the Core Employees List and craft request forms are included in compliance submittals, along with requirements under State and Federal prevailing wage regulations. Recommendations for retention releases and contractor payments are made monthly, reinforced by compliance reporting to ensure contractors have the proper time and understanding to apply corrective action to ensure compliance by project end.

Escalation for non-compliance consist of communication with the contractor for voluntary compliance, formal request for a corrective action plan, formal notice of non-compliance, recommendation for withholding, and recommendation for substitution, if necessary.



CWA Implementation Flowchart





Qualifications and Experience of the Firm

Company Overview

TSG is a program/project management firm providing professional CWA administration services for public agency programs. Our experts work directly with owners and contractors alike - solving problems by providing tailored solutions for each project. Since 1992, our clients have relied on us because of our flexibility, quality of service, and stakeholder support.

We specialize in the implementation and administration of CWAs, workforce development and small business utilization, labor compliance programs (LCPs), and community and contractor outreach. Our approach to labor management has been developed through 30 years in service to municipalities like the City. We come prepared on day one with our research, relationships, and lessons learned to layout the initial groundwork necessary to ensure the City's program is successful.

Our firm is one of the early pioneers in helping owners with the management and enforcement of CWAs, LCPs, and related programs. We have an effective, balanced, and practical approach to the administration and enforcement of CWAs and LCPs. Acting as a DIR-certified Third-Party Labor Compliance Program has given us the knowledge, skills, and internal protocols to implement labor management efficiently. Our team has developed positive working relationships with DIR staff and the City will benefit in time and cost savings from our experience.

Support to the Communities We Serve

TSG has historically contributed to the communities we serve through formal charitable gifting programs such as the TSG industry-oriented events such as MAGIC Camp and company-employee activities. Our charitable giving has centered around identifying specific needs in specific communities, such as: school supplies and related resources for children from families facing food insecurity, sponsorship of all-girls training camps for introductions to careers in the trades, and providing transportation support for families with an incarcerated parent to maintain the child-parent relationship. In 2022, our employees produced quarterly events in support of local care for the unhoused by putting together and distributing care packages of food, clothing, and toiletries in Los Angeles.

Firm Information

TSG Enterprises, Inc. dba The Solís Group

3452 E Foothill Blvd, Suite 200
Pasadena, California 91107

Phone: (626) 685-6989

Fax: (626) 685-6985

Est. 1992 California Corporation

Principal Contact:

Elizabeth Solis, CEO

Phone: (626) 685-6989

Email: elizabeths@thesolisgroup.com

Proposal Contact:

Gary A. Hamm, Executive Director,
Business Development

Phone: (626) 685-6989

Email: ghamm@thesolisgroup.com

TSG is a certified SBE and DBE and has been in business under the same name for 30 years.

Our services include:

- CWA/PLA Administration
- Labor Compliance
- Jobs Coordination
- Contractor Outreach



Firm Experience

We are optimally suited to provide the full suite of services to successfully implement the City's CWA:

1. CWA Implementation
2. Labor Management
3. Workforce Development/Jobs Coordination

Our depth of experience in CWAs enables us to offer a unique perspective on tackling core issues, minimizing project disruptions, and 'hitting the numbers.' To the right is a partial list of clients for which we perform identical services to what the City is requesting.

Each assignment has provided us with insight on how to best operate under varying circumstances - the individual communities, the ever-changing construction workforce, and the contractors active in different markets. Our qualifications to support the City include key skill sets in:

- Managing, interpreting, and balancing community-facing programs.
- Educating contractors and facilitating communication.
- Monitoring contractor performance via a highly visible onsite presence.
- Mediating contractor dispute/delinquencies and managing their resolution.
- Reporting to the City, Project Manager, and Board.
- Managing staff member assignments to provide cost-efficiencies to the City.

To be further responsive to the RFP, we have included more in-depth narratives surrounding our work with three select clients on the following pages. Supplementary client information is available upon request.

Financial Capacity

TSG is financially secure and able to perform services upon contract award. Additional data is available upon request.

TSG Experience with CWA Administration (Trailing Six Year Period)

| | | | Services | | |
|--------------------------------------|---------|----------|--------------------|-------------------|------------------|
| | | | PLA Administration | Jobs Coordination | Labor Compliance |
| Client Name | Year | Value | | | |
| 1. City of Anaheim | Current | N/A | ✓ | ✓ | ✓ |
| 2. Anaheim ESD | Current | \$77M | ✓ | ✓ | |
| 3. Anaheim UHSD | Current | \$83M | ✓ | ✓ | |
| 4. Azusa USD | Current | \$92M | ✓ | ✓ | ✓ |
| 5. Bassett USD | 2018 | \$3.3M | ✓ | ✓ | ✓ |
| 6. Cerritos CCD | Current | \$350M | ✓ | ✓ | ✓ |
| 7. Chula Vista ESD | Current | \$136.5M | ✓ | ✓ | ✓ |
| 8. Coachella Valley USD | Current | \$33.6M | ✓ | ✓ | ✓ |
| 9. Coast CCD | Current | \$698M | ✓ | ✓ | ✓ |
| 10. CRA-LA | 2015 | \$1.9B | ✓ | ✓ | ✓ |
| 11. El Monte UHSD | Current | \$148M | ✓ | ✓ | ✓ |
| 12. Exposition Line Phase 2 | 2018 | \$1.5B | ✓ | ✓ | ✓ |
| 13. Fremont USD | Current | \$650M | ✓ | ✓ | |
| 14. Honolulu Area Rapid Transit | 2021 | \$10B | ✓ | | |
| 15. Long Beach CCD | Current | \$1.47B | ✓ | ✓ | ✓ |
| 16. Long Beach USD | Current | \$1.5B | ✓ | ✓ | ✓ |
| 17. Montebello USD | 2019 | \$300M | ✓ | ✓ | ✓ |
| 18. City of Moreno Valley | Current | N/A | ✓ | ✓ | ✓ |
| 19. Mountain View SD | Current | \$12M | ✓ | ✓ | ✓ |
| 20. Port of Long Beach Middle Harbor | 2015 | \$800M | ✓ | ✓ | ✓ |
| 21. Port of Long Beach Port-Wide PLA | Current | \$731M | ✓ | ✓ | ✓ |
| 22. Rancho Santiago CCD | Current | \$198M | ✓ | ✓ | ✓ |
| 23. Rio Hondo CCD | Current | \$245M | ✓ | ✓ | ✓ |
| 24. San Bernardino CCD | Current | \$470M | ✓ | ✓ | ✓ |
| 25. City of Santa Ana | Current | N/A | ✓ | ✓ | ✓ |
| 26. Santa Ana USD | Current | \$16M | ✓ | ✓ | ✓ |
| 27. West Basin MWD | Current | \$50M | ✓ | ✓ | ✓ |
| 28. Whittier City SD | Current | \$58M | ✓ | ✓ | ✓ |



City of Anaheim

City-Wide Community Workforce Agreement Administration, Anaheim, CA

TSG is providing CWA administration, workforce development, and labor compliance monitoring services for the City of Anaheim Public Works Capital Improvement Program. TSG works closely with City staff on a portfolio of projects, coordinating the CWA's innovative workforce development and employment programs in addition to handling all labor compliance matters from pre-construction through close-out.

As the designated coordinator, we are responsible for:

- Recording the hours spent administering the CWA.
- Submitting weekly activity reports to the City's CWA Administrator.
- Assisting in the preparation of status reports of the CWA directly given to the City Council.
- Implementing best practices related to the CWA.
- Maintaining files and databases of the CWA.

We assist with compliance education at Pre-Bid and Pre-Construction meetings, assist with reviewing areas of concern in the administration of the CWA, and make recommendations of enforcement actions.

Early in our assignment with the City, we worked with a contractor that was relatively new to public works and CWAs. We worked closely with this contractor to ensure they were properly set up and in contact with the unions. We also assisted in answering a number of questions regarding DAS forms and requirements, preventing them from having any serious apprentice violations.

Since most of the City's projects fall within the \$1 million to \$2 million range, we are particularly diligent to ensure they are as cost-conscious and time-efficient as possible.

To date, projects are meeting their workforce development goals and no grievances have been filed.

Periods of Performance:

2020 - Current

Total Project Cost:

\$20 Million

Total TSG Fee:

\$115,076

Services Provided:

CWA Administration, Labor
Compliance, Local Hire

Reference Information:

Brenda Medina

Contract Administrator

BMedina@anaheim.net

(714) 765-5157





City of Moreno Valley

Project Labor Agreement Administration, Moreno Valley, CA

TSG is providing Project Labor Agreement (PLA) administration and labor compliance as the City implements its first-time PLA. TSG works alongside City staff on a portfolio of projects to ensure contractors remain compliant with the PLA and handle all labor compliance matters from pre-construction through close-out.

Since this is the first time the City has adopted a PLA, there was a heightened attentiveness when we began the assignment. The City expressed concern in wanting to confirm everything was being done correctly, on-time, and on-budget. As an experienced PLA Administrator with over 20 first-time PLA assignments under our belt, we were able to reassure the City that the program was being implemented smoothly.

One aspect of this PLA is requiring regular community outreach events that are sponsored by the City and the Building Trades. We have successfully assisted in planning and attending two outreach events.

On two of the first projects, a contractor ended up declaring bankruptcy partway through construction. This caused an upheaval of issues to occur. We guided the City, Unions, and workers through the process of replacing the contractor and reestablishing compliance with the PLA. Because of our action, we were able to correct any outstanding underpayments and continue construction with little difficulty.

To date, we have worked on 11 projects for the City. Below, we have included a small sample of them.

| Project Name | Project Cost | TSG Fee |
|------------------------------|--------------|----------|
| Pavement Rehab Local Streets | \$2,240,965 | \$10,030 |
| Citywide Pavement Rehab | \$4,150,000 | \$26,316 |
| Rehab for Various Streets | \$1,900,000 | \$17,100 |
| SR-60 Moreno Beach IC Ph2 | \$21,000,000 | \$41,408 |

Periods of Performance:

2020 - Current

Total Project Cost:

\$102 Million

Total TSG Fee:

\$127,823

Services Provided:PLA Administration,
Labor Compliance**Reference Information:**

Melissa Walker

Acting Public Works Director/

City Engineer

melissaw@moval.org

(951) 413-3116





Los Angeles County Department of Public Works (LACDPW) On-Call Master Labor Compliance Contract, Los Angeles, CA

TSG has served as a primary contractor to LACDPW since 2010, monitoring a portfolio of 25 projects totaling approximately \$600 million, and was awarded a new contract in 2018 to continue supporting the agency with labor compliance monitoring. TSG has monitored compliance with state and federal prevailing wage laws, Section 3, and developed and implemented LACDPW's LCP.

TSG is responsible for administering labor compliance enforcement services for state or locally funded projects.

Those responsibilities include collecting contractor documentation such as:

- Certified payroll records and fringe benefit statements.
- Auditing data against applicable program policies and on-site employee interview reports.
- Conducting apprentice state registration verification and utilization tracking.
- Providing solutions for contractor issues.

Our team collates audited prime and subcontractor data and supplies LACDPW with monthly status reports of contractor compliance with both the Davis-Bacon requirements and California Labor Code. For all projects awarded prior to January 2012, TSG provided LCP services as a DIR-approved third-party LCP Administrator. For federally-funded projects, TSG is responsible for monitoring the contractor's proper use of federal wage determination, as well as the contractors' compliance with Davis-Bacon and related acts.

Some of the projects under TSG's on-call contract include the SR-126 Interchange Improvement, Vermont Avenue, Sepulveda Feeder, High Desert Multi-Ambulatory Care Center, Castaic Sports Pool Complex, and Florence Avenue Streetscape Improvements Phase 2. TSG has direct Office of Statewide Health Planning and Development (OSHPD) experience on two projects in this portfolio, the Martin Luther King Medical Campus and Olive View Medical Center.

Periods of Performance:

2010 - Current

Total Project Cost:

\$600 Million

Total TSG Fee:

\$3,000,000

Services Provided:

Labor Compliance

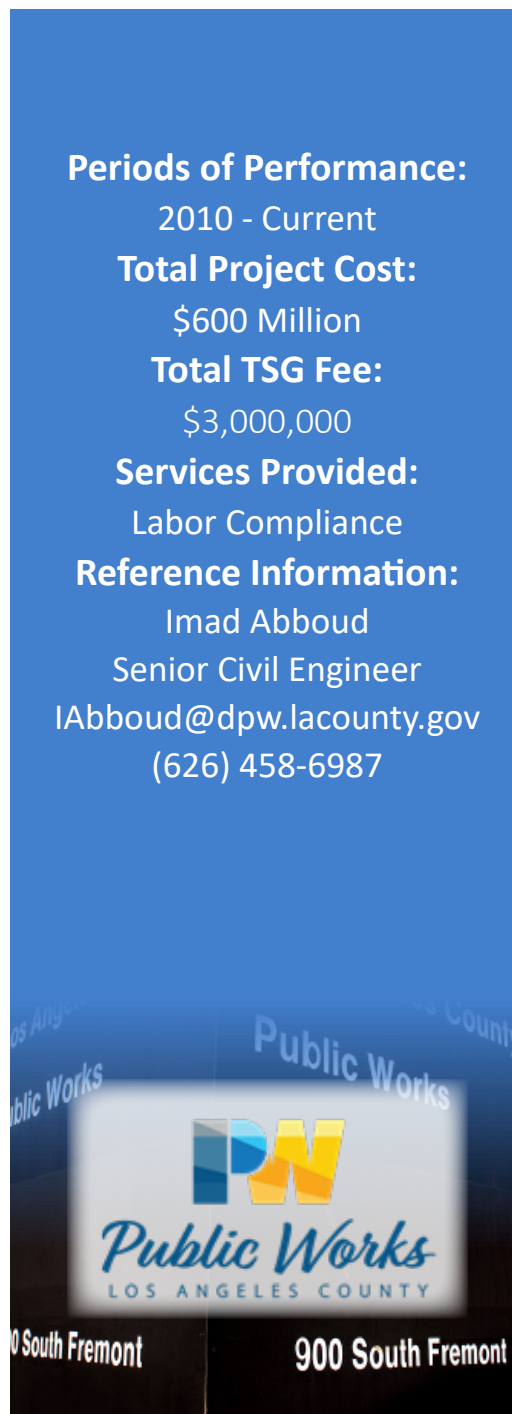
Reference Information:

Imad Abboud

Senior Civil Engineer

IAbboud@dpw.lacounty.gov

(626) 458-6987





Key Personnel

Jeremy Turner Vice President of Field Operations

"Because I've walked in everybody's shoes at TSG, I understand what it takes to do the work. That not only enables me to manage budgets and schedules, it also allows me to better explain the job and any issues to contractors, unions, trades, and our all-important clients."

Education

Bachelor of Arts, Sociology, San Diego State University

Project Organization and Leadership, Cal Tech Center for Management Education

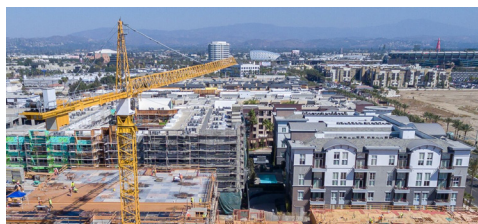


With a decade of industry-specific experience, Jeremy exceeds the City's minimum requirement of five years.

He is proficient in all aspects of CWA administration and ready to provide program management oversight and guidance to City staff. His expertise lies in the development and implementation of public agency compliance programs including CWA administration, workforce development programs, LCPs, and DBE/SBE programs. Jeremy embraces his role as the bridge between the agency and contractors. His unique skillset brings a new perspective to compliance program management that will benefit the City. His experience working as a member of the contractor's project team, as well as working as an owner's representative in a program management oversight role, has given him insight into how to manage a compliance program that will be successful and exceed program goals.

Jeremy provides expert knowledge in labor relations, dispute resolution, contract interpretation, and labor compliance. He is proactive and collaborative in his approach and able to anticipate and effectively address emerging challenges and opportunities on assignments. Jeremy's proficiency in communicating with involved stakeholders and his cooperative approach to enforcement has proven successful in resolving disputes and maintaining compliance throughout his tenure.

Jeremy has an extensive and varied portfolio of clients, including municipality, transit, education, and water districts. He has direct experience working for municipalities, such as the cities of Anaheim, Buena Park, Garden Grove, and Moreno Valley. Additionally, through his experiences with agencies like the Los Angeles County Department of Public Works, Anaheim Elementary School District, and the Port of Long Beach, Jeremy has a structured approach to servicing on-call programs, which will prove beneficial to the City.



Email: jturner@thesolisgroup.com

Phone Number: (626) 685-6989

Years at TSG: 10+



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Project Experience

City of Anaheim

City-wide Community Workforce Agreement Administration, Anaheim, CA

Jeremy works closely with City staff, the City's CWA Administrator, and contractors to support the City's CWA objectives on covered Project Work under the Capital Improvement Program. Regarding compliance monitoring, Jeremy assists with compliance education at Pre-Bid and Pre-Construction meetings, assists with reviewing any areas of concern in the administration of the CWA, and makes recommendations of enforcement actions. Jeremy is responsible for submitting weekly activity reports to the City's CWA Administrator, assisting in the preparation of CWA status reports presented to the City Council, implementing best practices related to the CWA, and maintaining compliance files and worker databases under the CWA.

Port of Long Beach

Middle Harbor Redevelopment Program, Port-wide PLA, Long Beach, CA

TSG is the administrator for projects under the Port-Wide PLA, providing PLA administration, jobs coordination and labor compliance services. TSG previously served as the Port's PLA administrator for the Middle Harbor Redevelopment Program Phase 1, a \$1.3 billion modernization program, their first program constructed under a PLA. Jeremy initially served as an analyst providing technical expertise to staff in the performance of all compliance monitoring and enforcement responsibilities for nine concurrent projects. Jeremy assisted with the development of the policies and procedures manual, contract interpretations, grievance processing and dispute resolutions, and training of Port staff on PLA administration. As PLA Administrator of the Port-wide PLA, his team performs all PLA and labor compliance functions in addition to targeted/disadvantaged worker outreach, and veterans' outreach through the Helmets to Hardhats program and the Veterans Initiative.

Anaheim Elementary School District

Measure G General Obligation Bond Construction and Modernization Program, Anaheim, CA

Jeremy is the Project Labor Administrator/Coordinator responsible for Community Benefits Agreement (CBA) administration, labor compliance, workforce development program management, and skilled and trained workforce compliance for the District's \$77 million bond program. Jeremy works closely with the District, contractors, and local unions to ensure all projects comply with applicable labor regulations and CBA requirements.

Cerritos Community College District

Facilities Bond Construction & Modernization Program, Cerritos, CA

Jeremy is the PLA Administrator and Labor Compliance Program Manager for Cerritos Community College District. His responsibilities include addressing collective bargaining agreements, administering stabilization agreements with Los Angeles/Orange County Building and Construction Trade Council, scheduling and facilitating meetings, facilitating grievance/dispute resolution, and sustaining compliance under the workforce development program.



Issac Hernandez

Senior Analyst

As a Senior Analyst, Issac supports contractors through his deep knowledge of the programmatic requirements of each assignment. He is effective at explaining the intent of the CWA and its requirements to provide contractors with the insight and resources they need to fulfill their contractual obligations. He has direct experience participating in contract compliance investigations including prevailing wage, targeted worker, and disadvantaged worker programs. He audits and tracks contractor document submittals, as well as manages our site interviewer staff in the completion of field worker interviews.

Issac is an expert on tackling retroactive projects and the unique challenges they present. He maintains constant communication with contractors to keep close control of the close-out process on these assignments. His extensive experience with retroactively performing labor compliance on projects at the Inland Empire Utilities Agency has made him efficient in completing retro work in a timely manner and on budget.



Education

Bachelor of English,
University of California,
Los Angeles

PROJECT EXPERIENCE

Coast Community College District

Measure M Facilities Bond Construction & Modernization Program, Costa Mesa, CA

Responsible for performing daily tasks associated with PLA, local hire, and LCP administration. TSG is the PLA and LCP Administrator for this \$698 million construction bond program. Issac's activities include reviewing contractor submittals including CPRs, Statements of Compliance, Fringe Benefit Statements, and employer training fund contributions; conducting CPR audits; preparing required audit reports; and coordinating with adjudicating and enforcement agencies on behalf of the District.

Chula Vista Elementary School District

Prop E Bond Modernization Program, Chula Vista, CA

Responsible for performing daily tasks associated with PLA, local hire, and LCP administration. TSG has served as the PLA and Labor Compliance Program Administrator for this \$26 million construction bond program, including assisting the District in meeting all bond funding requirements.



Anaheim Union High School District

Measure H General Obligation Bond Construction and Major Rehab Program, Anaheim, CA

Performs daily tasks associated with PLA, local hire, and LCP administration. TSG serves as the PLA and Labor Compliance Program Administrator for this construction bond program, including assisting the District in meeting all bond funding requirements. As the District's first PLA Administrator, one of our main priorities is ensuring local residents are utilized on District projects. TSG staff also provide contractor education, monitoring, and monthly reporting on the compliance status of all ongoing District projects.

Los Angeles County Metropolitan Transportation Authority

Purple Line Extension Phase II, Los Angeles, CA

TSG is currently providing labor compliance monitoring services for LA Metro's Purple Line Extension Phase II project. This \$1.37 billion project will run from the future Wilshire/La Cienega Station to Century City. As a direct consultant to LA Metro, we perform all services required to monitor contractor compliance with the California Labor Code, Code of Federal Regulations, and Metro's own Labor Compliance Program.

Orange County Sanitation District (OCSD)

Newhope-Placentia Trunk Sewer Replacement, Phases A & B, Orange County, CA

TSG provides LCP services including assisting OCSD in developing and implementing its LCP in accordance with California Labor Code Section 1771.5, Federal Davis-Bacon, and related acts. This program includes retroactive and ongoing document monitoring and review, audits, investigations, site visits and worker interviews, and monthly reporting. In addition, TSG has or is also preparing and obtaining DIR approval of the LCP Policies and Procedures Manual; providing ongoing contractor education; conducting full labor compliance monitoring and enforcement; and managing and preparing monthly and close-out reporting. This program involves both CWSRF and Prop-84 funding and TSG is assisting OCSD in meeting all funding requirements.

Inland Empire Utility Agency (IEUA)

Program-Wide Labor Compliance Services, Inland Empire, CA

TSG is providing monitoring and enforcement of all applicable labor code requirements, including educating contractors and coordinating any formal actions taken by government agencies or the IEUA. To date, IEUA's program includes retrofit and new construction for 25 task orders over the past five years. On an IEUA retro project, we had to complete our work within two weeks after construction was finished, as the project had federal funding and IEUA needed evidence that the project met the requirements. Issac was able to successfully accomplish this task through persistent communication and leveraging his existing positive relationships with contractors.



Cost Proposal

Not applicable to TSG.

Disclosure

TSG has no past or current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of the aforementioned positions.

Sample Professional Service Agreement

TSG has no exceptions to the RFP and Sample Professional Service Agreement.

Checklist of Forms to Accompany Proposal

As required by the RFP, the below forms are included following this page:

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. Addendum No. 1



ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
COMMUNITY WORKFORCE AGREEMENT (CWA) PROFESSIONAL
ADMINISTRATIVE SERVICES
RFP NO. 23-14



Public Works
CITY OF COSTA MESA

Addendum Released on February 6, 2023

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.

- **Delete** Minimum Requirement, Proposer must have an office located in a radius of 25 miles.
- **Replace** with Minimum Requirement, Expectations will be that the consultant will be responsive to City's needs and requests for meetings.

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.

Elvira Elizabeth Diez Solis February 8, 2023
Signature Date

Elvira Elizabeth Diez Solis, CEO
Typed Name and Title

TSG Enterprises, Inc. dba The Solis Group
Company Name

3452 E Foothill Blvd, Ste 200

Address

Pasadena, CA 91107

City

State

Zip

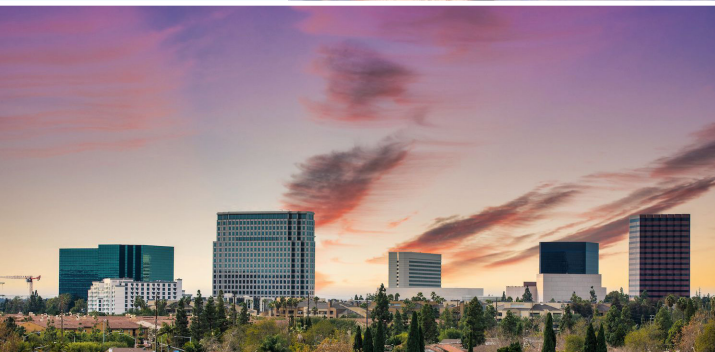
EXHIBIT C
FEE SCHEDULE

PROPOSAL

Vol II: Cost Proposal ATTACHMENT 1 COMMUNITY WORKFORCE AGREEMENT PROFESSIONAL ADMINISTRATIVE SERVICES



City of Costa Mesa
No. 23-14
February 8, 2023



The Solis Group

30TH
ANNIVERSARY
1992 - 2022



Cost Proposal

TSG's rates cover all direct labor, overhead, fringe benefits and profit, and expenses such as travel (mileage, parking, etc.) and communication (postage, reports, telephone, etc.). Our standard billing rates are presented in the table below.

| TSG Standard Rate Schedule | | | | | |
|----------------------------|-------|-------|-------|-------|-------|
| | 2023 | 2024 | 2025 | 2026 | 2027 |
| Principal | NC | NC | NC | NC | NC |
| VP/Ops | \$220 | \$220 | \$225 | \$225 | \$230 |
| Sr. Project Manager | \$185 | \$185 | \$190 | \$190 | \$195 |
| Project Manager 2 | \$174 | \$174 | \$179 | \$179 | \$184 |
| Project Manager 1 | \$149 | \$149 | \$154 | \$154 | \$159 |
| Senior Analyst | \$122 | \$122 | \$126 | \$126 | \$130 |
| Analyst | \$111 | \$111 | \$115 | \$115 | \$118 |
| Site Interviewer | \$103 | \$103 | \$106 | \$106 | \$110 |

Standard Pricing Methodology

We develop project-specific cost estimates by service (i.e., Labor Compliance Administration, PLA Administrator Services, etc.) based on the following factors:

- Construction Value
- Planned Construction Duration
- Number of Prime contracts to be monitored
- Estimated number of subcontracts to be monitored

Utilizing actual staff hours required to perform on similar past work, we develop estimates of the total average monthly staff hours necessary to provide monitoring for projects of similar size, duration, and construction team composition. We issue monthly invoices for a lump-sum amount calculated as the total fixed-fee for the project, divided by the sum of the planned construction duration plus two months for closeout activities. If actual construction activities continue beyond the planned end of construction, we will continue providing all services for the monthly lump-sum fee.



Sample Project Pricing

The list of anticipated CWA-covered projects presented in the RFP is typical of portfolios for which we have provided CWA administration services for other local municipalities. In response to the City's requested sample project pricing, below we summarize a recent real-world price proposal for a municipal project. This project involved the remodel of an existing fire station, had a construction value of \$3 million, a construction duration of 12 months, and it was anticipated that approximately 30 subcontractors would be active on the project.

Our proposed services on the project included CWA administration, labor compliance, and jobs coordination; it also included a skilled and trained workforce compliance and reporting requirement that may or may not apply to individual City of Costa Mesa projects. The table below reflects our proposed pricing.

| Services to be Provided: CWA Administration, Labor Compliance, Jobs Coordination | | | | |
|---|--------------------|--|-----------------------------|----------------------------------|
| Project Description | Construction Value | Duration (including two months of closeout activities) | Lump Sum Monthly Invoice | Life of Project Cost Estimate |
| Fire Station Workforce Privacy Project | \$ 3,000,000 | 14 | \$ 2,822 | \$ 39,508 |

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.